



Mayor: Mario Garza
Mayor Pro-Tem: Marco "Markie" Villegas
Commissioners: Ernesto "Neto" Guajardo
Adina "Dina" Santillan
Jesus "Jesse" Ramirez

The City of San Juan does not discriminate on the basis of disability in the admission of, access to, treatment of, or employment in its programs, activities, or public meetings. Any individual with a disability in need of an accommodation is encouraged to contact the Office of the City Secretary at 956-223-2200 at least 24 hours prior to the scheduled meeting to make proper arrangements.

SAN JUAN CITY COMMISSION

Location: San Juan Memorial Library
Multipurpose Meeting Room
1010 S. Standard St.
San Juan, Texas 78589
Tuesday, September 10, 2024

REGULAR MEETING AGENDA **6:00 PM**

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. PUBLIC COMMENTS

V. PRESENTATIONS

- A.** Presentation on Recognizing the 2024 City of San Juan Parks & Recreation Texas Amateur Athletic Federation Athletes of the Year. [Ruben Guajardo, Director of Parks & Recreation]
- B.** Proclamation Proclaiming September 27, 2024, as Pan American Round Table of Alamo-San Juan-Pharr Day.
- C.** Presentation on Departmental Reports: Department of Planning and Zoning, Department of Parks and Recreation, Department of Sanitation, and San Juan Memorial Library.
 - 1.** Department of Planning and Zoning Monthly Report. [Monica Gomez, Interim Director of Planning]

2. Parks and Recreation Monthly Report. [Ruben Guajardo, Director of Parks & Recreation]
3. Department of Sanitation Monthly Report. [Israel Garza, Director of Sanitation]
4. San Juan Memorial Library Monthly Report. [Christina Perez, Interim Library Director]

VI. PUBLIC HEARING/ORDINANCES

- A. Hold Public Hearing on Adopting the Proposed Tax Rate and Levy for the City of San Juan, Texas for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025. [Leroy Gonzales, Director of Finance]
- B. Consideration and Appropriate Action on an Ordinance Authorizing the Issuance of "City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2024"; Providing for the Payment of Said Certificates by the Levy of an Ad Valorem Tax Upon all Taxable Property within the City; and Resolving other Matters Incident and Related to the Issuance, Payment, Security, Sale, and Delivery of Said Certificates.

VII. APPOINTMENTS

- A. Consider Removal, Appointment or Re-Appointment of Board Member(s) Related to the Planning and Zoning Commission. [Brenda Escalante, City Secretary]
- B. Consider Removal, Appointment or Re-Appointment of Board Member(s) Related to the Civil Service Commission. [Brenda Escalante, City Secretary]
- C. Consider Removal, Appointment or Re-Appointment of Board Member(s) Related to the Parks and Recreation Advisory Board. [Brenda Escalante, City Secretary]
- D. Consider Removal, Appointment or Re-Appointment of Board Member(s) Related to the Police Athletic League. [Brenda Escalante, City Secretary]

VIII. DISCUSSION AND POSSIBLE ACTION ON ALL THE FOLLOWING MATTERS:

- A. Consideration and Action on a Petition to Remove a 10.07-Acre Tract of Land out of the West Half of Lot 7, Block 47, Alamo Land and Sugar Company's Subdivision from the Extra-Territorial Jurisdiction (ETJ) from the City of San Juan, as Requested by Quintanilla, Headley and Associates, Inc. [Monica Gomez, Interim Director of Planning]
- B. Consider Authorizing the City Manager to Approve and Sign a Letter of Intent with Siddons-

Martin Emergency Group, a State Contract Vendor Under the Buy Board Program, for a 2027 Pierce Enforcer 107 Ascendant Single Axle Ladder, for the Amount of \$1,662,972.00. [Tirso Garza, Fire Chief]

- C. Discussion and Consideration to Award RFB NO. 24-012-09-05 City of San Juan Water Treatment Plant Additional Garage to the Lowest Responsive Bidder and Authorize the City Manager to Execute all Related Documents. [Lori A. Maldonado, Purchasing Agent]

IX. CONTRACTUALS

- A. Consider Authorizing the City Manager to Renew a Contract Between the City of San Juan and AIM GIS Solutions for the Geographic Information System (GIS) Services. [Monica Gomez, Interim Director of Planning]
- B. Consideration to Approve the Interlocal Agreement Between the City of San Juan and the City of Weslaco for Animal Control Operations and Impoundment Services and Authorize the Mayor to Execute any Related Documents. [Leandro Sifuentes, Chief of Police]

X. CONSENT AGENDA

- A. Consider Second and Final Reading of an Ordinance Providing for the Conditional Use Permit to Operate Santa Chelada Drive-Thru and the Sale of Alcoholic Beverages (BQ – Wine and Malt Beverage Retail Dealer's Off-Premise) at 4101 N. Veterans Boulevard, Legally Described as the West 132.37 Feet of the North 120 Feet of Lot 5, Block 5, John Closner Subdivision, as Requested by KSNA, LLC. [Monica Gomez, Interim Director of Planning]
- B. Consider Second and Final Reading of an Ordinance Adopting the Proposed Tax Rate and Levy for the City of San Juan, Texas for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025. [Leroy Gonzales, Director of Finance]

XI. EXECUTIVE SESSION

- A. The San Juan City Commission will Convene in Executive Session in Accordance with the Texas Open Meeting Act, Vernon's Texas Statutes and Codes Annotated, Government Code Chapter §551.071 (Consultation with Attorney).
 - 1. Pursuant to Section §551.071 CONSULTATION WITH ATTORNEY; Discussion and Possible Action Regarding Legal Issues Concerning Entertainment for 2024 Noche de Paz.

XII. RECONVENE

- A. The City Commission will Reconvene in Open Session to Take Necessary Action if any, in

Accordance with Chapter 551, Open Meeting Subchapter E, Procedures Relating to Closed Meeting 551, Requirements to Vote or Take Final Action in Open Meeting.

1. Pursuant to Section §551.071 CONSULTATION WITH ATTORNEY; Discussion and Possible Action Regarding Legal Issues Concerning Entertainment for 2024 Noche de Paz.

XIII. ADJOURNMENT

CERTIFICATION

I certify that the above notice of the Regular Called Meeting of the City of San Juan is true and correct; and that I posted such notice on the bulletin board. A place convenient and readily accessible to the public on the 6th day of September 2024 at 5:00 p.m. in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551-041 - §551.050).



BRENDA ESCALANTE
CITY SECRETARY
CITY OF SAN JUAN, TEXAS

CERTIFICATION OF REMOVAL

I certify that the agenda of items to be considered by the City Commission was removed by the City Secretary's Office from the San Juan City Hall bulletin area on the _____ of _____, 2024.

OFFICE OF THE CITY SECRETARY



PROCLAMATION

Pan American Round Table of Alamo-San Juan-Pharr

WHEREAS, the original founder of the Pan American Round Tables was Mrs. Florence Terry Griswold who grew up on the border between the United States and Mexico. Becoming bilingual and aware of the need for better understanding among the peoples of the Americas. She opened her home to women and children refugees during Mexico's turbulent political period in 1910-1916. While she lived in San Antonio, Texas she organized the Pan American Round Tables in 1916; and

WHEREAS, The Pan American Round Table of Alamo-San Juan was organized in 1949 under the sponsorship of the McAllen Table. Pharr was officially added into the Table's name in years later; and

WHEREAS, the first organized meeting of the Pan American Round Table of Alamo-San Juan-Pharr was held on September 27, 1949 at the San Juan Methodist Church with Mrs. J. S. Row of Alamo serving as the Director. The new Table received its first set of flags of the Pan American countries as a gift from the McAllen Table and the gavel from the Reynosa Table; and

WHEREAS, on March 21, 1958, the Pan American Round Table of Alamo-San Juan-Alamo first began to promote knowledge and provide scholarships to graduating seniors from the Pharr-San Juan-Alamo Independent School District. All scholarship monies are raised through pledges and other contributions during the year by the members, and

WHEREAS, exchanges of hospitality and cooperation of the valley Tables have fostered a spirit of unity and friendship hosting state conventions since 1969 and continue to host the Pan American Observance Day luncheons every year with the attendance of members from the Texas Tables and the Western Hemisphere; and

WHEREAS, the constant aim of the Pan American Round Table is to promote friendship and understanding through the official, social and personal contact with other Tables throughout the countries of the Western Hemisphere while always attempting to fulfill our motto: **"ONE FOR ALL – ALL FOR ONE"**, **"UNA PARA TODAS – TODAS PARA UNA"**.

Now, Therefore, Be It Resolved that I, Mario Garza, by the power vested in me as Mayor of the City of San Juan, along with **Mayor Pro-Tempore Marco "Markie" Villegas, Commissioner Ernesto "Neto" Guajardo, Commissioner Adina "Dina" Santillan and Commissioner Jesus "Jesse" Ramirez**, hereby issue this 10th day of September, 2024 proclaim, September 27, 2024 as:

"PAN AMERICAN ROUND TABLE OF ALAMO-SAN JUAN-PHARR DAY"

CITY OF SAN JUAN, TEXAS

ATTEST:

Mario Garza, Mayor

Brenda Escalante, City Secretary



Mayor: Mario Garza
Mayor Pro-Tem: Marco “Markie” Villegas
Commissioners: Ernesto “Neto” Guajardo
Adina “Dina” Santillan
Jesus “Jesse” Ramirez

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Monica Gomez, Interim Director of Planning

DATE: 08/27/2024

SUBJECT: Department of Planning and Zoning Monthly Report. [Monica Gomez, Interim Director of Planning]

The City of San Juan Planning Department has been busy processing subdivision plats, rezoning applications, applications for special/conditional use permits, applications for variances, public information requests and undertaking other duties as listed below.

- 79 building permits were issued during the month of August with a \$3,637,855.00 in total valuation.
- 213 garage sale permits were issued for \$3,195.00 in total valuation.
- Provide customer service and support to 1,272 people and handled approximately 828 calls.
- The building inspectors made approximately 613 inspections.
- 23 building permits were issued for new houses, \$2,861,405.00 in total valuation.

HEALTH DEPARTMENT

Health Inspector is committed to safeguarding the public Health and ensuring all local businesses comply with the City of San Juan Ordinances. He is responsible for issuing health/food permits, food truck permits, day care/foster homes permit. He continues visiting all the businesses to check if occupational licenses and health permits were up-to-date. He educates the community about the city's health and code regulations to establish a safe environment for residents and business owners.

Letters mailed out to existing businesses: 30
Business Permits Renewed: 44
Valuation of business permits renewed: \$2,250.00
Health Permits Renewed: 25
Valuation of health permits renewed: \$2,550.00

709 S. Nebraska Ave. • San Juan, Texas 78589-2649
Phone: (956)223-2200 • Fax: (956) 787-5978

NEW BUSINESSES OPENING IN THE CITY DURING THIS MONTH

- | | |
|--|---|
| • Cars Auto Sales | 4903 N. Raul Longoria Road |
| • Distribuidora de Carnes San Carlos | 1801 N. Raul Longoria Road, Suite H and I |
| • Elegance Barber Shop, LLC. | 2604 N. Raul Longoria Road, Suite 16 and 17 |
| • Griselda Melendez Agency, LLC. | 101 S. Nebraska Avenue |
| • El Hidalguense Restaurant | 816 N. Veterans Boulevard, Suite D and E |
| • Iced Iced Baby San Juan | 109 E. 6th Street |
| • Postquam Professional RGV – Beauty Salon | 1618 N. Veterans Boulevard, Suite Q |
| • Ray Ray's Gift and Thrift | 1618 N. Veterans Boulevard, Suite E |
| • Tapioca Roots | 205 W. Nolana Avenue, Suite 14 |
| • Taqueria Los Ballos, LLC. | 232 E. Business 83, Suite 3 |

CODE ENFORCEMENT

The Code Enforcement Inspectors are in charge of maintaining the city clean, livable and ensuring that property owners comply with the city rules and regulations. They found the following violations during the month of August:

Officer Rodriguez

- Work Orders: 24
- Weedy Lots: 56
- Garage Sale w/o permit: 6
- Building w/o permit: 3
- Certified letters mailed out: 29
- Complaints filed in Court: 4
- Abandoned cars: 17
- Commercial vehicles: 6
- Street vendors: 0

Officer Corona

- Work Orders: 8
- Weedy Lots: 13
- Garage Sale w/o permit: 0
- Building w/o permit: 2
- Certified letters mailed out: 19
- Complaints filed in Court: 0
- Abandoned cars: 1
- Commercial vehicles: 1
- Street vendors: 3

SUBDIVISIONS IN PROCESS

- Shops at Chavez, Lot 6
- Parks and Recreation Center Subdivision
- Royal Heights
- Mosa Multi-Family Subdivision
- Oakridge Estates
- Paraiso Subdivision
- Espana Subdivision
- La Cantera Subdivision
- Stewart Coves Phase 1 Subdivision
- Santa Anna Subdivision

- Valley Ranch Phase 6
- Paradise Estates
- DG Veterans Subdivision
- Monaco Estates
- La Cantera Subdivision Phase -1
- Maria Gardens Subdivision
- Rafael Estates
- Olive Tree Subdivision
- Cantu Subdivision
- Sioux Heights Subdivision
- Villas de Angelina

MEETINGS ATTENDED IN AUGUST:

- PSJA Tri-City Pedestrian Safety Improvements Project
- San Juan Parks and Recreation Progress Meeting
- Storage Unit Expansion at Raul Longoria Road and Eldora Road
- Hidalgo County Active Plan Steering Committee Meeting
- Staff Meeting for Rafael Estates
- Staff Meeting for Villas de Angelina
- Budget Workshop

PUBLIC INFORMATION REQUEST:

The Planning Department responded to a total of eleven (11) public information requests during the month of August.

PLANNING AND ZONING MEETINGS:

August 1, 2024

- Conditional Use Permit for the Sale of Alcoholic Beverages at Dollar General Store at 100 E. FM 495
- Conditional Use Permit for the Sale of Alcoholic Beverages at La Curva Taqueria at 2912 N. Raul Longoria Road
- Conditional Use Permit for the Sale of Alcoholic Beverages at SJ Food Truck Park at 2506 N. Raul Longoria Road
- Rezoning Request from Single-Family Residence District to Multi-Family Residence District for Lots 7 and 8, Miller R/S Subdivision

August 22, 2024

- Conditional Use Permit for the Sale of Alcoholic Beverages at Santa Chelada Drive-Thru located at 4101 N. Veterans Boulevard

TRI-CITY SIDEWALKS IMPROVEMENT PROJECT

Stewart Road and Sam Houston Boulevard.





**PLANNING AND ZONING COMMISSION
AUGUST 1, 2024
SAN JUAN MEMORIAL LIBRARY
6:00 P.M.**

P&Z PRESENT

Irma Castillo
Valerie Cardenas
Eliza Yzaguirre
Mark Salinas

P&Z ABSENT

Luis Mancillas
Cesar Cantu
Adan Magallan

STAFF PRESENT

Monica Gomez
Susana Rodriguez

GUESTS PRESENT

1. CALL TO ORDER

Chairwoman Castillo called the meeting to order at 6:00 p.m.

2. APPROVAL OF MINUTES

Commissioner Yzaguirre made a motion to approve the minutes as presented. Commissioner Salinas seconded the motion. The motion passed unanimously with a 4-0 vote.

3. PUBLIC HEARINGS

3.1 Conditional Use Permit

**For the Sale of Alcoholic Beverages (*BQ – Wine and Malt Beverage Retail Dealer’s Off-Premise*)
Dollar General Store #30696
100 E. FM 495
Lot 3, Cantu Plaza Subdivision
Applicant: Dolgencorp of Texas, Inc.**

REVIEW COMMENTS:

Ms. Gomez explained that a conditional use permit is for the sale of alcoholic beverages (wine and beer) for off-premise consumption at The Dollar Store Market, located at corner of Raul Longoria Road and FM 495. The zoning around the area is commercial area, Junior’s Supermarket to the East, the convenience store to the North, the commercial plaza to the South and to the West, El Pato Restaurant. The proposed operation hours are Sunday through Saturday from 8:00 am to 10:00 pm. The applicant needs to comply with TABC and city requirements attached to the packet. Ms. Gomez made reference to the site plan, letter from the applicant and information from TABC included in the packet. A public notice was on the newspaper and letters were mailed out to fourteen (14) property owners within the 200-foot radius and no comments were received in favor or against the request.

RECOMMENDATION: Staff is recommending approval of the conditional use permit subject to comply with the list of requirements attached to the packet.

Chairwoman Castillo opened the public hearing at 6:02 p.m.

Chairwoman Castillo closed the public hearing at 6:03 p.m.

No discussion was taken on this item.

Commissioner Cardenas made a motion to approved the conditional use permit as presented. Commissioner Salinas second the motion. Motion passed unanimously with a 4-0 vote.

3.2 Conditional Use Permit

For the Sale of Alcoholic Beverages (*BG – Wine and Malt Beverage Retailer's On-Premise Permit*)

La Curva Taqueria

2912 N. Raul Longoria Road

Lots 12A, 13 and 13A, Northgate Manor Phase 1 Subdivision

Applicant: La Curva Taqueria, LLC.

REVIEW COMMENTS:

Ms. Gomez stated that the conditional use permit is for the sale of alcoholic beverages for on-premise consumption at La Curva Taqueria which will be selling alcohol as a complement to the food being served. The proposed hours of operation are Monday through Sunday from 11:00 a.m. to midnight. A commercial plaza to the North, a restaurant to the south, to the East the Arnaldo Cantu school and to the West a residential subdivision (Northgate Manor). The applicant needs to comply with TABC and city requirements attached to the packet. A site plan, letter from the applicant and information from TABC were included in the packet for reference. A public notice was on the newspaper and letters were mailed out to fifteen (15) property owners within the 200-foot radius and no comments were received in favor or against the request.

RECOMMENDATION: Staff is recommending approval of the conditional use permit subject to comply with the list of requirements attached to the packet.

Chairwoman Castillo opened the public hearing at 6:04 p.m.

Commissioner Yzaguirre asked if the city allows the sale of alcohol in front of a school.

Ms. Gomez responded that as per Alcohol Ordinance #09-07 if the business sells less than 50% of the gross receipt, they can sell alcohol in front of a school. In this case, the BG permit only allows the 17% of the sales.

Chairwoman Castillo closed the public hearing at 6:05 p.m.

Commissioner Salinas made a motion to approved the conditional use permit as presented. Commissioner Cardenas second the motion. Motion passed unanimously with a 4-0 vote.

3.3 Conditional Use Permit

For the Sale of Alcoholic Beverages (*BG – Wine and Malt Beverage Retailer’s On-Premise Permit*)
SJ Food Truck Park
2506 N. Raul Longoria Road
Lot 1, Uresti Subdivision
Applicant: La Curva Taqueria, LLC.

REVIEW COMMENTS:

Ms. Gomez explained that a conditional use permit is to sale alcoholic beverages for on-premise consumption at the SJ Food Truck Park, located north of Raul Longoria Road. She explained the existing uses around the property, to the North is a vacant property, to the South a new development for apartment units, to the East a commercial plaza and to the West a storage unit facility. The operation hours are Monday thru Sunday from 10 a.m. to midnight. Ms. Gomez made reference to the list of requirements attached to the report and a site plan. A public notice was on the newspaper and letters were mailed out to seventeen (17) property owners within the 200-foot radius and no comments were received in favor or against the request.

RECOMMENDATION: Staff is recommending approval of the conditional use permit subject to comply with the list of requirements attached to the packet.

Chairwoman Castillo opened the public hearing at 6:06 p.m.

No discussion took place on this item.

Chairwoman Castillo closed the public hearing at 6:06 p.m.

Commissioner Yzaguirre made a motion to approved the conditional use permit as presented. Commissioner Cardenas second the motion. Motion passed unanimously with a 4-0 vote.

3.4 Rezoning Request

From Single-Family Residence District (R-S) to a Multi-Family Residence District (R-MF)
Lots 7 and 8, Miller R/S
Location: a quarter of a mile West of Cesar Chavez Road, along the South side of Carroll Road
Applicant: Cesar A. Solano

REVIEW COMMENTS:

Ms. Gomez explained the rezoning request is from residential to muti-family district of a 0.25-acre tract that is located along Caroll Road. There are two (2) lots (50’ x 111’) which is approximately 11,000 square feet, which did not meet the required lot size of a multi-family lot, which is 22,500 square feet. She made reference to the table attached to the packet showing lot dimensions requirements and a survey of the property for reference. A public notice was on the newspaper and letters were mailed out to nine (9) property owners within the 200-foot radius and no comments were received in favor or against the request.

RECOMMENDATION: Staff is recommending denial of the rezoning request based on the lot dimensions which do not comply with the multi-family lot and spot zoning.

Chairwoman Castillo opened the public hearing at 6:07 p.m.

No discussion took place on this item.

Chairwoman Castillo closed the public hearing at 6:07 p.m.

Commissioner Cardenas made a motion to denied the rezoning request as presented. Commissioner Yzaguirre second the motion. Motion passed unanimously with a 4-0 vote.

5. NEXT MEETING – August 22, 2024.

Ms. Gomez explained that regular meeting will be moved to the August 15th to August 22nd since city staff will be participating at the National Night Out.

6. ADJOURNMENT

There being no further items to discuss, Commissioner Cardenas made a motion to adjourn; Commissioner Salinas seconded the motion. The meeting was adjourned at 6:08 p.m.

City of San Juan, Texas

Irma Castillo, Chairwoman
Planning and Zoning Commission

Attest:

Monica Gomez
Interim Director of Planning



**PLANNING AND ZONING COMMISSION
AUGUST 22, 2024
SAN JUAN MEMORIAL LIBRARY
6:00 P.M.**

P&Z PRESENT

Adan Magallan
Valerie Cardenas
Eliza Yzaguirre
Mark Salinas
Cesar Cantu
Luis Mancillas

P&Z ABSENT

Irma Castillo

STAFF PRESENT

Monica Gomez

GUESTS PRESENT

1. CALL TO ORDER

Commissioner Magallan called the meeting to order at 6:00 p.m.

2. APPROVAL OF MINUTES

Commissioner Cardenas made a motion to approve the minutes as presented by staff. Commissioner Yzaguirre seconded the motion. The motion passed unanimously with a 6-0 vote.

3. PUBLIC HEARINGS

3.1 Conditional Use Permit

**To Operate a Drive-Thru Business and the Sale of Alcoholic Beverages (*BQ – Wine and Malt Beverage Retail Dealer’s Off-Premise*)
“Santa Chelada Drive-Thru”
4101 N. Veterans Boulevard
The West 132.37 feet of the North 120 feet of Lot 5,
Block 5, John Closner Subdivision
Applicant: KSNA, LLC.**

REVIEW COMMENTS:

Ms. Gomez explained the conditional use permit is to open a drive-thru business and the sale of alcoholic beverages for off-premise consumption at the business located at the northeast corner of Veterans and 41st Street. The zoning around the area is a mixture of residential and commercial uses. The proposed operation hours are Monday thru Friday from 10:00 a.m. to midnight, Saturdays from 10:00 a.m. to 1:00 a.m. and Sundays from 10:00 a.m. to 11:00 p.m. Public notices and letters were mailed out and no comments were received in favor or against the request.

RECOMMENDATION: Staff recommends approval of the conditional use permit subject to comply with the list of requirements in the attached report.

Commissioner Magallan open the public hearing at 6:01 p.m. No persons were present in the audience to speak in favor or against the request.

Commissioner Magallan closed the public hearing at 6:01 p.m.

Commissioner Magallan asked if the business was used as drive-thru business before. Ms. Gomez responded yes; she said last year a permit was granted to open Las Cariñosas Drive-Thru at same location.

Commissioner Yzaguirre made a motion to approved the conditional use permit as presented. Commissioner Cantu second the motion. Motion passed unanimously with a 6-0 vote.

5. NEXT MEETING – September 5, 2024.

6. ADJOURNMENT

There being no further items to discuss, Commissioner Cardenas made a motion to adjourn; Commissioner Cantu seconded the motion. The meeting was adjourned at 6:02 p.m.

City of San Juan, Texas

Irma Castillo, Chairwoman
Planning and Zoning Commission

Attest:

Monica Gomez
Interim Director of Planning



Mayor: Mario Garza
Mayor Pro-Tem: Marco “Markie” Villegas
Commissioners: Ernesto “Neto” Guajardo
Adina “Dina” Santillan
Jesus “Jesse” Ramirez

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Ruben Guajardo, Asst Parks Director

DATE: 09/03/2024

SUBJECT: Parks and Recreation Monthly Report. [Ruben Guajardo, Director of Parks & Recreation]

For August 2024, we have the following to report: During August 2024, our department addressed the following areas.

Parks Division-

- Parks staff assisted with the setup and clean-up of National Night Out held on August 15, 2024.
- Parks staff has continued to maintain our athletic fields by marking and grooming them in preparation for the rentals.
- Parks staff did re-mark/paint the parking spaces and handicapped parking areas at multiple city parks and departments as needed.
- Staff continues to maintain the grounds and landscaping of our city parks and departmental buildings throughout the City.
- Staff assisted our Planning & Zoning department on August 17, 2024, by addressing weedy lots throughout the city.
- Two Park employees received certification in CPR/AED. Nick Salazar and Eddie Serna.
- On Wednesday, August 21, 2024, our Parks Superintendent attended a workshop entitled Leading Relationships at the McAllen Convention Center.
- Staff assisted with the New San Juan Whataburger ribbon-cutting event.
- Staff did assist our IT department by installing 4 high-rise cameras at North Fire Dept.

Recreation Division-

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Phone: (956)223-2200 • Fax: (956) 787-5978

- Registration for Adult Softball is ongoing until Thursday, August 29. We are offering Men's Class E Softball on Thursday nights and Co-Ed Softball on Friday Nights. Games are set to begin on September 5th and 6th.
- Registration is currently ongoing for our Fall Youth Programs. Flag Football for Kinder-5th grade, Volleyball for 2nd-6th grade, and Tackle Football for 6th grade. Games are tentatively set to begin on October 7th, 2024.
- High School Baseball and High School Softball registration is ongoing. Games are tentatively set to begin September 23rd, 2024.
- On Wednesday, August 21, staff met with the San Juan Elementary and Middle School Coaches regarding our department's upcoming fall programs at Raul Yzaguirre Middle and PSJA High School. Flyers and registration forms were distributed along with an open Q and A session.
- Parks Director received certification in CPR/AED.

Building Maintenance Division-

- On Friday, August 23 at 10:30 am a staff meeting was conducted with all custodians to discuss and review their duties and responsibilities.
- Staff has continued daily and weekly cleaning, repairing, and maintaining all city buildings. Along with coordinating the Amigo del Valle Rentals, City Hall EOC Room, Library set-ups for weekly meetings as needed
- A Building Maintenance Technician with HVAC experience was hired to assist our Building Maintenance Supervisor.
- Staff installed new parking lot blocks at North Side Police Dept.
- Staff installed new AC coils at Waste Water
- Cleaned AC filters inside City Hall
- Two new 5-ton AC units were installed at the Library
- Our Building Maintenance Supervisor received certification in CPR/AED.
- Staff assisted our IT department with the installation of 4 high-rise cameras at North Fire Dept.
- A Monthly Elevator Test was performed on Monday, August 26 at the new city hall.
- Ramiro Moreno conducted a TAAF Region 2 Meeting on Wednesday, August 21 at 12 pm at the Edinburg Parks & Recreation.
- On Wednesday, August 21, 2024, two staff members attended a workshop entitled Leading Relationships at the McAllen Convention Center
- Staff continues to submit warranty tickets to the contractor for areas/items needing repair at the new city hall.

EVENTS-

- Grand Opening at Legacy Smiles was held on Saturday, August 10 from 11 am-1 pm. Staff assisted with the set up of our PA system and canopies.
- NATIONAL NIGHT OUT was held on Thursday, August 15, staff, administrative staff & parks staff set up at Municipal Park from 11 am- 5 pm for National Night Out scheduled for 6 p.m.- 9

pm. Over 1000 backpacks filled school supplies were distributed, along with flyer/registration forms for the upcoming fall sports programs.

- Assisted with the grand opening of the San Juan Whataburger.



Mayor: Mario Garza
Mayor Pro-Tem: Marco “Markie” Villegas
Commissioners: Ernesto “Neto” Guajardo
Adina “Dina” Santillan
Jesus “Jesse” Ramirez

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Israel Garza, Sanitation Director

DATE: 09/04/2024

SUBJECT: Department of Sanitation Monthly Report. [Israel Garza, Director of Sanitation]

August.2024 Report
Sanitation Department (August 2024)

- ☐ Solid Waste Collection ran on schedule all month
- ☐ Brush Pickup ran on schedule all month
- ☐ Drop off Site: 1,197 Residents
- ☐ Residential: 1,040.75 Tons
- ☐ Commercial: 777.59 Tons
- ☐ Roll-Off Containers: 339.30 Tons/76 loads
- ☐ Brush: 502.59 Tons/212 loads of brush

Central Garage (August 2024)

- ☐ Tickets Open: 54
- ☐ Tickets Closed: 43
- ☐ 5 Residential Side Loaders operating
- ☐ 1 Commercial Side Loaders operating
- ☐ 2 Commercial Front Loaders operating
- ☐ 2 Brush Truck operating
- ☐ 1 Brush Tractor (grapple) operating
- ☐ 3 Brush Grapple Truck operating
- ☐ 2 Roll- Offs Trucks operating

Recycling (August 2024)

- ☐ Cardboard : 8.96 tons/\$851.20
- ☐ Curbside : 4.98 tons/\$0.00

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☐ Mixed Paper: 1.03 tons/\$61.80

Total Tons/Revenue: 14.97 tons/\$913.00

☐ Savings of \$299.40

☐ Walk-Ins: 224

Code Enforcements (Aug. 2024)

☐ Esteban Garcia

☐ Violation Notice Issued: 18

☐ Illegal Dumping: 21

☐ Contact People: 55

☐ Construction Material: 19

☐ Tires: 0

Code Enforcement (Aug.2024)

☐ Ruben Navarro

☐ Violation Notice: 11

☐ Illegal Dumping: 10

☐ Contact People: 15

☐ Construction Material: 8

☐ Tires: 0

Revenue Tonnage:

Cardboard: 8.96 tons/\$851.20

Curbside: 4.98 tons/\$0.00

Mixed Paper 1.03 tons/\$61.80

Total Revenue / Tonnage: 14.97 tons/\$913.00

Savings of: \$299.40

Walk – Ins: 224



Mayor: Mario Garza
Mayor Pro-Tem: Marco "Markie" Villegas
Commissioners: Ernesto "Neto" Guajardo
Adina "Dina" Santillan
Jesus "Jesse" Ramirez

MEMORANDUM

TO: Benjamin Arjona, City Manager

FROM: Christina Perez, Interim-Director of Library

DATE: 09/03/2024

SUBJECT: San Juan Memorial Library Monthly Report. [Christina Perez, Interim Library Director]

Enclosed is the August Monthly Report including statistics and programs:

For the month of August, we had, 1,959 visitors. Out of those visitors, 597 were here for computer use only. The library checked out a total of 1,022 physical items for both adult and children. We had 15 in-house circulation items. We requested and received twenty-eight (29) Interlibrary Loans (ILL). We had 73 new patrons added to our circulation system. We helped the public with an estimated 644 reference/informational questions. We had 22 fax transactions. The monthly amount deposited was \$1,104.96 both fines and fees.

Please see the attached statistical report.

During the month of August

- Hosted Agrilife for Toddler Time
- Held Senior Crafting Sessions hosted by Well-Med
- Held Walk 'n Talk Classes
- Attended Budget Meeting
- Attended Hidalgo County Library System Meeting
- Managed the day-to-day operations of the San Juan Memorial Library

Meetings to be held in September 2024

Multipurpose Room

Keep San Juan Beautiful, September 4th
Planning & Zoning, September 5th & 19th
Lions Club, September 7th

709 S. Nebraska Ave. • San Juan, Texas 78589-2649
Phone: (956)223-2200 • Fax: (956) 787-5978

City Commission Meeting, September 10th & 24th
Story Time with Tessie, September 11th
Avance Training, September 14th

Training Room:

Library Board, September 4th
WellMed Senior Crafting, September 11th & 25th
Walk 'n Talk Classes, September 13th, 20th, & 27th

San Juan Memorial Library

August 2024 Statistics

Statistics	
Total Visitors	1,959
Computer Users	597
Total Checkouts	1,022
In-House Use	15
Inter-Library Loans	29
New Patrons	73
Reference\ Informational Questions	644
FAX transactions	22
Children's Programs	10
Attendance	1,959

Multipurpose Room Reservations	Attendance
1st Planning & Zoning	6
3rd Lions Club	25
6th Operation Christmas RGV Press Conference	20
8th Swear In New Commissioner Ceremony	85
13th City Commission	38
22nd Planning & Zoning	7
24th Stewart Place Estates HOA	10
27th City Commission	26
29th Movie Day	4
Total	221

Training Room Reservations	Attendance
7th Keeping San Juan Beautiful Meeting	6
16th Agrilife Walking Classes	11
23rd Agrilife Walking Classes	7
28th WellMed	7
30th Agrilife Walking Classes	11
Total	42

Total DVD Checkouts	
Children's DVDs	1
Other than Children's DVDs	104
Total	105

Total Book Checkouts	
Children's Books	680
Other than Children's Books	237
Total	917

WiFi Usage	
LibGuest	1,172
LibStaff	2,414
Total	3,586

Study Room Attendance	
Study Rooms	75

Facebook Page	
Likes	11
Visitors	2,700

SJML Homepage	
Visitors	5,766

Deposits	
Fines	\$ 139.23
Copies	\$ 963.59
Surcharges	\$ 2.14
Total	\$1,102.82
Total + Surcharges	\$1,104.96

Youth & Children's Programs/Attendance

Date	Program	Attendance
Thursday, August 8, 2024	Game Night	4
Monday, August 9, 2024	Coloring Time	4
Tuesday, August 10, 2024	Crafts & Snacks	5
Wednesday, August 11, 2024	Toddler Time	8
Thursday, August 12, 2024	Movie Night	11
Wednesday, August 21, 2024	Play-Doh Time	8
Thursday, August 22, 2024	Game Night	4
Wednesday, August 28, 2024	Agrilife Toddler Time	7
Thursday, August 29, 2024	Movie Night	4
Total	10	55

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 10, 2024

Hold Public Hearing on Adopting the Proposed Tax Rate and Levy for the City of San Juan, Texas for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025. [Leroy Gonzales, Director of Finance]

STAFF COMMENTS AND RECOMMENDATIONS:

On Tuesday, August 13, 2024, the City Commission voted and approved the Proposed Tax Rate of (\$.0.6765/\$100) for the Fiscal Year October 01, 2024, through September 30, 2025, and scheduled one required Public Hearing on September 10, 2024. However, in accordance with property tax law, if the proposed tax rate (\$.0.6765/\$100) exceeds the VAR NOT adjusted for unused (\$.0.6837/\$100), therefore, a Public Hearing on the proposed rate will be required before the City Commission adopts the Tax Ordinance.

RECOMMENDATION:

Consider the Proposed Tax Rate for the City of San Juan for the Fiscal Year Beginning October 01, 2024, though September 30, 2025, and set Public Hearing.

PREPARED BY:

Leroy Gonzales,
Director of Finance

APPROVED BY:

Benjamin Arjona, City
Manager

2024 Governing Body Summary #1A*

Benchmark 2024 Tax Rates

City of San Juan

Date: 08/09/2024 03:50 PM

DESCRIPTION OF TAX RATE	TAX RATE PER \$100	THIS YEAR'S TAX LEVY**	ADDITIONAL TAX LEVY
No-New-Revenue Tax Rate	\$0.6331	\$11,100,308	
One Percent \$100 Tax Increase***	\$0.6394	\$11,210,767	\$110,459
One Cent per \$100 Tax Increase***	\$0.643100	\$11,275,640	\$175,332
De Minimis Rate	\$0.6837	\$11,987,491	\$887,183
VAR NOT adjusted for Unused Increment Rate	\$0.6775	\$11,878,784	\$778,476
VAR adjusted for Unused Increment Rate	\$0.6775	\$11,878,784	\$778,476
Last Year's Tax Rate	\$0.6765	\$11,861,251	\$760,943
Proposed Tax Rate	\$0.0000	\$0	\$-11,100,308

*These figures are provided as estimates of possible outcomes resulting from varying the tax rate. Please be aware that these are only estimates and should not be used alone in making budgetary decisions.

**Tax levies are calculated using line 21 of the No-New-Revenue Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.

***Tax increase compared to no-new-revenue tax rate.

Benchmark 2023 and 2024 Tax Rate Comparison
City of San Juan, Texas

		2023		2024	
		Tax Rate Per	\$100	Tax Levy	Additional Tax Levy
2023 Total Taxable Value	\$	1,608,606,484			
2024 Total Taxable Value	\$	1,753,326,108			
2023-2024 Taxable Value Increase	\$	144,719,624			
		Tax Rate Per	\$100	Tax Levy	2022-2023 Comparison
No-New-Revenue Rate		0.589400		\$ 9,481,127	\$ -
One Percent per \$100 Tax Increase		0.5953		\$ 9,576,034	\$ 110,460
One Cent per \$100 Tax Increase		0.599400		\$ 9,641,987	\$ 175,333
De Minimis Rate		0.680200		\$ 10,941,741	\$ 887,183
VAR NOT adjusted for Unused		0.676600		\$ 9,241,441	\$ 778,477
Last Year's Current Tax Rate		0.676500		\$ 9,393,074	\$ 2,468,177
Proposed Tax Rate		0.6765		\$ 10,882,223	\$ 979,028

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.6765 per \$100 valuation has been proposed by the governing body of City of San Juan.

PROPOSED TAX RATE	\$0.6765 per \$100
NO-NEW-REVENUE TAX RATE	\$0.6331 per \$100
VOTER-APPROVAL TAX RATE	\$0.6775 per \$100

The no-new-revenue tax rate is the tax rate for the 2024 tax year that will raise the same amount of property tax revenue for City of San Juan from the same properties in both the 2023 tax year and the 2024 tax year.

The voter-approval rate is the highest tax rate that City of San Juan may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of San Juan is proposing to increase property taxes for the 2024 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 10, 2024 AT 06:00PM AT City of San Juan Memorial Library Multipurpose Room, 1010 S Standard, San Juan TX 78589.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of San Juan is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Commission of City of San Juan at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED
AS FOLLOWS:

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:	Mayor Mario Garza	Mayor Pro-Tem Marco "Markie" Villegas
	Commissioner Adina "Dina" Santillan	Commissioner Ernesto "Neto" Guajardo
	Commissioner Jesus "Jesse" Ramirez	

AGAINST the proposal:

PRESENT and not voting:

ABSENT:

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of San Juan last year to the taxes proposed to be imposed on the average residence homestead by City of San Juan this year.

	2023	2024	Change
Total tax rate (per \$100 of value)	\$0.6765	\$0.6765	increase of 0.0000 per \$100, or 0.00%
Average homestead taxable value	\$132,039	\$146,672	increase of 11.08%
Tax on average homestead	\$893.24	\$992.24	increase of 99.00, or 11.08%
Total tax levy on all properties	\$10,757,135	\$11,861,251	increase of 1,104,116, or 10.26%

For assistance with tax calculations, please contact the tax assessor for City of San Juan at 956-318-2157 or propertytax@hidalgocountytax.org, or visit www.hidalgocountytax.org for more information.

ORDINANCE NO. ____

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF SAN JUAN, TEXAS ADOPTING THE TAX RATE AND LEVYING AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF SAN JUAN, TEXAS, FOR THE 2024-2025 FISCAL YEAR ENDING SEPTEMBER 30, 2025 AND THE TAX YEAR 2023 IN CONFORMITY WITH THE CHARTER PROVISIONS AND ORDINANCES OF THE CITY AND THE PROPERTY TAX CODE OF THE STATE OF TEXAS: PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; AND ORDIAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, Section 26.05 Texas Tax Code provides for the procedures for adoption of the ad valorem tax rate for municipalities; and

WHEREAS, the vote on the tax rate must be a record vote as reflected hereunder and such vote was separate from the vote of the City Commissioners adopting the budget as required by law; and

WHEREAS, a motion being first made as follows: "I move that property taxes be decreased by the Adoption of the Rate of \$0.6765", and upon vote of the City Commissions as follows:

	<u>Ave</u>	<u>Nav</u>	<u>Absent</u>
Mayor Mario Garza	___	___	___
Mayor Pro-Marco "Markie" Sanchez	___	___	___
Commissioner Adina Santillan	___	___	___
Commissioner Ernesto "Neto" Guajardo	___	___	___
Commissioner Jesus "Jesse" Ramirez	___	___	___

AND, WHEREAS, THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SAN JUAN, TEXAS, THAT:

SECTION I: There shall be and is hereby levied for the fiscal year ending September 30, 2025, and the Tax year 2023, upon the assessed taxable value of all property of every description subject to taxation within the City of San Juan, Texas, on the 1st day of January A.D. 2023, the following tax rates, to wit:

- (a) An ad valorem tax to be computed at the rate of \$0.4608 per \$100.00 of the assessed taxable value thereof estimated in lawful currency of the United States of America for the purpose of paying the general expenses of the City Government for the period ending **September 30, 2025**, as provided in the appropriate ordinance adopted by the Board of Commissioners of the City of San Juan, Texas, and when collected such monies are to be deposited in the fund known as the "General Fund" and disbursed for the purposes stated in said ordinance.
- (b) An ad valorem tax to be computed at the rate of \$0.2157 per \$100.00 of the assessed taxable value thereof estimated in lawful currency of the United States of America for the purpose of paying the interest and principal on the several outstanding debt issues of the City of San Juan, Texas, such levy being in conformity with the requirement of the levy of taxes heretofore made by ordinance and orders of the Board of Commissioners of the said City of San Juan, Texas relating to such indebtedness.

SECTION II: All ordinances or parts of ordinance in conflict herewith are hereby repealed.

SECTION III: This Ordinance shall be and remain in full force and effect from and after its passage by the Board of Commissioners.

SECTION IV: The City Secretary is hereby authorized and directed to cause the caption of this ordinance to be published in a newspaper having general circulation in San Juan, Hidalgo County, Texas in accordance with the Home Rule Charter of the City of San Juan, Texas, Section 2.15 (C) **Printing of Ordinances and Resolutions:** but it shall not be published in the Code of Ordinances of the City of San Juan as it is not amendatory thereof; however, it shall be cited in the appropriate appendix of the Code of Ordinances.

SECTION V: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to the extent this Ordinance is considered severable.

READ, CONSIDERED, PASSED and APPROVED on FIRST READING at a regular meeting of the City Commission of the San Juan, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code on this **10 day of September 2024**.

CITY OF SAN JUAN

By: _____

Mario Garza, Mayor

ATTEST:

By: _____

Brenda Escalante, City Secretary

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 10, 2024

Consideration and Appropriate Action on an Ordinance Authorizing the Issuance of "City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2024"; Providing for the Payment of Said Certificates by the Levy of an Ad Valorem Tax Upon all Taxable Property within the City; and Resolving other Matters Incident and Related to the Issuance, Payment, Security, Sale, and Delivery of Said Certificates.

STAFF COMMENTS AND RECOMMENDATIONS:

The City is recommending the issuance of combination tax and limited pledge revenue certificates of obligation, series 2024; Providing for the payment of said certificates by the levy of an Ad Valorem Tax upon all taxable property within the city and further securing said certificates by a lien on and pledge of the pledged revenues of the system; providing the terms and conditions of said certificates and resolving other matters incident and relating to the issuance, payment, security, sale, and delivery of said certificates, including the approval and distribution of an official statement pertaining thereto; authorizing the execution of a paying agent/registrar agreement and a purchase contract; complying with the requirements of the letter of representations previously executed with the depository trust company; and providing an effective date.

RECOMMENDATION:

Staff recommends approval as presented.

PREPARED BY:

Benjamin Arjona,
City Manager

APPROVED BY:

Benjamin Arjona, City
Manager

ORDINANCE

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF SAN JUAN, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024”; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND FURTHER SECURING SAID CERTIFICATES BY A LIEN ON AND PLEDGE OF THE PLEDGED REVENUES OF THE SYSTEM; PROVIDING THE TERMS AND CONDITIONS OF SAID CERTIFICATES AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SAID CERTIFICATES, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE CONTRACT; COMPLYING WITH THE REQUIREMENTS OF THE LETTER OF REPRESENTATIONS PREVIOUSLY EXECUTED WITH THE DEPOSITORY TRUST COMPANY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of San Juan, Texas (the *City*) has caused notice to be given of its intention to issue certificates of obligation in the maximum principal amount of \$14,500,000 as provided pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through 271.064, for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing street improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and traffic safety signalization and signage incidental thereto; (2) constructing, acquiring, purchasing, renovating, enlarging, and improving the City’s parks and recreation facilities; (3) constructing, acquiring, purchasing, renovating, enlarging, and improving the City’s law enforcement facilities, public safety facilities (including a fire station) and judicial facilities (including a municipal court), (4) acquiring vehicles, heavy machinery, and equipment for sanitation and street maintenance and repair; (5) constructing, acquiring, purchasing, renovating, enlarging, and improving the City’s utility system; (6) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (7) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects. This notice has been posted on the City’s website, if available, and duly published in a newspaper hereby found and determined to be of general circulation in the City, once a week for two (2) consecutive weeks, the date of the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates of obligation; and

WHEREAS, in accordance with the provisions of Section 271.049, as amended, Texas Government Code, the City confirms that notice of the City’s intention to issue certificates of obligation was approved by resolution at a public meeting and stated (1) the then current principal

of all outstanding debt of the City; (2) the then current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full, based on the City's expectations relative to the interest due on any variable rate debt obligations, as applicable; (3) the maximum principal amount of the certificates of obligation to be authorized; (4) the estimated combined principal and interest required to pay the certificates of obligation in full; (5) the estimated interest rate for the certificates of obligation or that the maximum interest rate for the certificates of obligation may not exceed the maximum legal interest rate; and (6) the maximum maturity date of the certificates of obligation; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in this notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the City Secretary or Acting City Secretary prior to the date tentatively set in such notice for the passage of this ordinance; and

WHEREAS, the City Commission hereby finds and determines that the issuance of the certificates of obligation, under the terms herein specified, is in the best interests of the City and its residents; and

WHEREAS, the City Commission hereby finds and determines that certificates of obligation in the principal amount of \$ _____ described in such notice should be issued and sold at this time; now, therefore,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS THAT:

SECTION 1. Authorization - Designation - Principal Amount - Purpose. The certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of EIGHT MILLION NINE HUNDRED THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$ _____), to be designated and bear the title of "CITY OF SAN JUAN, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024" (the *Certificates*), for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing street improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and traffic safety signalization and signage incidental thereto; (2) constructing, acquiring, purchasing, renovating, enlarging, and improving the City's parks and recreation facilities; (3) constructing, acquiring, purchasing, renovating, enlarging, and improving the City's law enforcement facilities, public safety facilities (including a fire station) and judicial facilities (including a municipal court), (4) acquiring vehicles, heavy machinery, and equipment for sanitation and street maintenance and repair; (5) constructing, acquiring, purchasing, renovating, enlarging, and improving the City's utility system; (6) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (7) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects, pursuant to the authority conferred by and in conformity with the laws of the State of Texas, particularly the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through Section 271.064, and Chapter 1502, as amended, Texas Government Code.

SECTION 2. Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates - Certificate Date. The Certificates are issuable in fully registered form only; shall be dated September 1, 2024 (the *Certificate Date*) and shall be issued in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, and the Certificates shall become due and payable on February 15 in each of the years and in principal amounts (the *Stated Maturities*) and bear interest on the unpaid principal amounts from the Closing Date, or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates, while Outstanding, in accordance with the following schedule:

Dates of Stated Maturity	Principal Amounts (\$)	Interest Rates (%)
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		

The Certificates shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about October 10, 2024), or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Certificates shall be payable on February 15 and August 15 in each year commencing February 15, 2025 (each, an *Interest Payment Date*), while the Certificates are Outstanding.

SECTION 3. Payment of Certificates - Paying Agent/Registrar. The principal of, premium, if any, and interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of, premium, if any, and interest on the Certificates shall be without exchange or collection charges to the Holder (hereinafter defined) of the Certificates.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the *Paying Agent/Registrar*), to serve as the initial Paying Agent/Registrar for the Certificates is hereby approved and confirmed, and the City agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment and transfer of the Certificates, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and City may prescribe. The City covenants to maintain and provide a Paying Agent/Registrar at all times while the Certificates are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The City reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or ordinance terminating such agency. Additionally, the City agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Certificates by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the registered owner of the Certificates appearing on the Security Register (the *Holder* or *Holders*) maintained on behalf of the City by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest thereon, (ii) on the date of surrender of the Certificates for purposes of receiving payment of principal thereof upon redemption of the Certificates or at the Certificates' Stated Maturity, and (iii) on any other date for any other purpose. The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Certificate for purposes of receiving payment and all other purposes whatsoever, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Certificates shall be payable only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its corporate trust office. Interest on the Certificates shall be paid to the Holder whose name appears in the Security Register at the close of business on the last business day of the month next preceding an Interest Payment Date for the Certificates (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day

which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Certificates was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4. Redemption.

A. Mandatory Redemption. The Certificates stated to mature on February 15, 20__ are referred to herein as the "Term Certificates". The Term Certificates are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Certificate Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on the dates as set forth below:

Term Certificates Stated to Mature on February 15, 20__	
Year	Principal Amount (\$)

*Payable at Stated Maturity.

The principal amount of a Term Certificate required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the City, by the principal amount of any Term Certificates of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date: (i) shall have been defeased or acquired by the City and delivered to the Paying Agent/Registrar for cancellation; (ii) shall have been purchased and cancelled by the Paying Agent/Registrar at the request of the City; or (iii) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption. The Certificates having Stated Maturities on and after February 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the City, on February 15, 20__, or on any date thereafter, as a whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by

lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

D. Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Certificates to be redeemed, provided that if less than the entire principal amount of a Certificate is to be redeemed, the Paying Agent/Registrar shall treat such Certificate then subject to redemption as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificate by \$5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the City and at the City's expense, by the Paying Agent/Registrar to each Holder of a Certificate to be redeemed, in whole or in part, at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Certificates, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Certificate is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Certificate (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Certificates (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Certificates (or the principal amount thereof to be redeemed) called for redemption

shall cease to accrue and such Certificates shall not be deemed to be Outstanding in accordance with the provisions of this Ordinance.

F. Transfer/Exchange of Certificates. Neither the City nor the Paying Agent/Registrar shall be required (1) to transfer or exchange any Certificate during a period beginning forty-five (45) days prior to the date fixed for redemption of the Certificates or (2) to transfer or exchange any Certificate selected for redemption, provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate which is subject to redemption in part.

SECTION 5. Execution – Registration. The Certificates shall be executed on behalf of the City by its Mayor or Mayor Pro Tem under the seal of the City reproduced or impressed thereon and attested by its City Secretary or Acting City Secretary. The signature of either of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who were, at the time of the Certificate Date, the proper officers of the City shall bind the City, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Certificates to the Purchasers (hereinafter defined), all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified or registered and delivered.

SECTION 6. Registration – Transfer – Exchange of Certificates – Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Certificates, or if appropriate, the nominee thereof. Any Certificate may, in accordance with its terms and the terms hereof, be transferred or exchanged for Certificates of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Certificate at the corporate trust office of the Paying Agent/Registrar, the City shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange upon surrender

of the Certificates to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the City shall execute, and the Paying Agent/Registrar shall register and deliver, the Certificates to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered upon such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Certificates, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Certificates shall include any Certificate registered and delivered pursuant to Section 25 in lieu of a mutilated, lost, destroyed, or stolen Certificate which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

SECTION 7. Initial Certificate. The Certificates herein authorized shall be issued initially either (i) as a single fully registered Certificate in the total principal amount of \$ _____ with principal installments to become due and payable as provided in Section 2 and numbered T-1, or (ii) as one (1) fully registered Certificate for each year of Stated Maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (the *Initial Certificate*) and, in either case, the Initial Certificate shall be registered in the name of the Purchasers or the designee thereof. The Initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Certificate to the Purchasers, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers or their designee, shall cancel the Initial Certificate delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates on the unpaid principal amounts from the Closing Date, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity, and shall be lettered "R" and numbered consecutively from one (1) upward for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8. Forms.

A. Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the City or determined by the officers executing the Certificates as evidenced by their execution thereof. Any portion of the text of any Certificate may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Certificates as evidenced by their execution thereof, but the Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise reproduced.

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B. Form of Definitive Certificate.

REGISTERED
NO. _____

REGISTERED
PRINCIPAL AMOUNT
\$ _____

United States of America
State of Texas
County of Hidalgo
CITY OF SAN JUAN, TEXAS
COMBINATION TAX AND LIMITED PLEDGE REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2024

Certificate Date:
September 1, 2024

Interest Rate:

Stated Maturity:

CUSIP No.

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

The City of San Juan, Texas (the *City*), a body corporate and municipal corporation in the County of Hidalgo, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about October 10, 2024), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, while Outstanding, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year commencing February 15, 2025 (each, an *Interest Payment Date*), while the Certificates are Outstanding.

Principal and premium, if any, of this Certificate shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ (the *Certificates*) pursuant to an Ordinance adopted by the governing body of the City (the *Ordinance*), for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing street improvements (including utilities repair, replacement, and relocation), curbs, gutters, and sidewalk improvements, including drainage and traffic safety signalization and signage incidental thereto; (2) constructing, acquiring, purchasing, renovating, enlarging, and improving the City's parks and recreation facilities; (3) constructing, acquiring, purchasing, renovating, enlarging, and improving the City's law enforcement facilities, public safety facilities (including a fire station) and judicial facilities (including a municipal court), (4) acquiring vehicles, heavy machinery, and equipment for sanitation and street maintenance and repair; (5) constructing, acquiring, purchasing, renovating, enlarging, and improving the City's utility system; (6) the purchase of materials, supplies, equipment, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (7) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects, under and in strict conformity with the laws of the State of Texas, the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through 271.064, and the City's Home Rule Charter.

The Certificates stated to mature on February 15, 20__ are referred to herein as the "Term Certificates". The Term Certificates are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Certificate Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on the dates as set forth below:

Term Certificates Stated to Mature on February 15, 20__	
Year	Principal Amount (\$)

*Payable at Stated Maturity.

The principal amount of a Term Certificate required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the City, by the principal amount of any Term Certificates of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date: (i) shall have been defeased or acquired by the City and delivered to the Paying Agent/Registrar for cancellation; (ii) shall have been purchased and cancelled by the Paying Agent/Registrar at the request of the City; or (iii) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As provided in the Ordinance, the Certificates having Stated Maturities on and after February 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the City, on February 15, 20__, or on any date thereafter, as a whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption provided, however, that at least thirty (30) days prior written notice shall be sent to the Holders of the Certificates to be redeemed by United States mail, first-class postage prepaid, and subject to the terms and provisions relating thereto contained in the Ordinance. If this Certificate is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Certificate to the Paying Agent/Registrar at its corporate trust office, a new Certificate or Certificates of like Stated Maturity and interest rate in any authorized denominations provided in the Ordinance for the then unredeemed balance of the principal sum hereof.

If this Certificate (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption has been duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if the money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Certificate is called for redemption, in whole or in part, the City or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Certificate within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part.

The Certificates of this series are payable from the proceeds of an ad valorem tax levied upon all taxable property within the City, within the limitations prescribed by law, and are further payable from and secured by a lien on and pledge of the Pledged Revenues (identified and defined in the Ordinance), being a limited amount of the Net Revenues derived from the operation of the City's combined utility system (the *System*), such lien on and pledge of the limited amount of Net Revenues being subordinate and inferior to the lien on and pledge of such Net Revenues securing payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City. The City has previously authorized the issuance of the currently outstanding Limited Pledge Obligations (identified and defined in the Ordinance) that are payable, in part, from and secured by a lien on and pledge of a limited amount of the Net Revenues of the System in the manner and as described in the ordinances authorizing the issuance of the currently outstanding Limited Pledge Obligations. In the Ordinance, the City reserves and retains the right to issue Additional Prior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, and Additional Limited Pledge Obligations (all as identified and defined in the Ordinance), while the Certificates are Outstanding, without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise.

Reference is hereby made to the Ordinance, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenues pledged for the payment of the Certificates; the terms and conditions under which the City may issue Additional Prior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, and Additional Limited Pledge Obligations; the terms and conditions relating to the transfer or exchange of the Certificates; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holder; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Ordinance. Capitalized terms used herein without definition have the same meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the City nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date* - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to or in the issuance of this Certificate in order to render the same a legal, valid, and binding obligation of the City have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Ordinance, and that issuance of the Certificates does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Certificates by the levy of a tax and collection of Pledged Revenues as aforesated. In case any provision in this Certificate or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability

of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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IN WITNESS WHEREOF, the City has caused this Certificate to be duly executed under its official seal.

CITY OF SAN JUAN, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

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C. *Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Certificate Only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF
PUBLIC ACCOUNTS

§
§
§
§

REGISTER NO.

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____

Comptroller of Public Accounts of the State
of Texas

(SEAL)

*NOTE TO PRINTER: Do not print on Definitive Certificates.

D. *Form of Certificate of Paying Agent/Registrar to Appear on Definitive Certificates Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued under the provisions of the within-mentioned Ordinance; the Certificate or Certificates of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date:

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., Dallas, Texas,
as Paying Agent/Registrar

By: _____
Authorized Signature

*NOTE TO PRINTER: Print on Definitive Certificates.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____ (Social Security or other identifying number): _____ the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

Signature guaranteed:

F. Form of Initial Certificate. The Initial Certificate shall be in the form set forth in paragraph B of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

- (i) immediately under the name of the Certificate the headings "Interest Rate" and "Stated Maturity" shall both be completed "as shown below";
- (ii) the first two paragraphs shall read as follows:

The City of San Juan, Texas (the *City*), a body corporate and municipal corporation in the County of Hidalgo, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above stated to mature on the fifteenth day of February in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Years of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amounts (\$)</u>	<u>Interest</u> <u>Rates (%)</u>
---	---	-------------------------------------

(Information to be inserted
from schedule in Section 2 hereof)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amounts hereof from the Closing Date (anticipated to occur on or about October 10, 2024), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates of interest specified above, computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year commencing February 15, 2025 (each, an *Interest Payment Date*), while the Certificates are Outstanding.

Principal of this Certificate shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender, to Stated Maturity or prior redemption, while Outstanding, at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Certificate whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

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G. Insurance Legend. If bond insurance is obtained by the City or the Purchasers for the Certificates, the Definitive Certificates and the Initial Certificate shall bear an appropriate legend as provided by the bond insurer to appear under the following header:

[BOND INSURANCE] or [STATEMENT OF INSURANCE]

SECTION 9. Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 27 and 44 of this Ordinance have the meanings assigned to them in Sections 27 and 44 of this Ordinance, and all such terms, include the plural as well as the singular; (ii) all references in this Ordinance to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

A. The term *Additional Limited Pledge Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation or other evidences of indebtedness hereafter issued by the City payable, in part, from a limited pledge of and lien on Net Revenues of the System, being a lien on and pledge of Net Revenues that is subordinate and inferior to the lien thereon and pledge thereof securing the payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City, which pledge of revenues is limited pursuant to Section 1502.052, as amended, Texas Government Code all as further provided in Section 20 of this Ordinance, and (ii) any obligations issued to refund the foregoing as determined by the City Commission in accordance with any applicable law.

B. The term *Additional Prior Lien Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation or any similar obligations hereafter issued by the City that are payable in whole or in part from and equally and ratably secured by a prior and first lien on and pledge of the Net Revenues of the System, all as further provided in Section 20 of this Ordinance, and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a prior and first lien on and pledge of the Net Revenues as determined by the City Commission in accordance with any applicable law.

C. The term *Authorized Officials* shall mean the Mayor, the Mayor Pro Tem, the City Manager, the Finance Director, and/or the City Secretary or Acting City Secretary.

D. The term *Certificates* shall mean the \$_____ “CITY OF SAN JUAN, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024” authorized by this Ordinance.

E. The term *Certificate Fund* shall mean the special Fund created and established by the provisions of Section 10 of this Ordinance.

F. The term *City* shall mean the City of San Juan, located in Hidalgo County, Texas and, where appropriate, the City Commission of the City.

G. The term *Closing Date* shall mean the date of physical delivery of the Initial Certificate in exchange for the payment of the agreed purchase price for the Certificates.

H. The term *Collection Date* shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

I. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

J. The term *Depository* shall mean an official depository bank of the City.

K. The term *Fiscal Year* shall mean the annual financial accounting period for the System now ending on September 30th of each year; provided, however, the City Commission may change such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes or is required by applicable law.

L. The term *Government Securities*, as used herein, shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Certificates.

M. The term *Gross Revenues* for any period shall mean all revenue during such period in respect or on account of the operation or ownership of the System, excluding refundable meter deposits, restricted gifts, and grants in aid of construction, but including earnings and income derived from the investment or deposit of money in any special fund or account (except the Certificate Fund) created and established for the payment or security of the Certificates.

N. The term *Holder* or *Holder*s shall mean the registered owner, whose name appears in the Security Register, for any Certificate.

O. The term *Insurance Policy* shall mean the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Certificates when due.

P. The term *Insurer* shall mean _____, _____, _____, or any successor thereto or assignee thereof.

Q. The term *Interest Payment Date* shall mean the date interest is payable on the Certificates, being February 15 and August 15 in each year commencing February 15, 2025, while the Certificates are Outstanding.

R. The term *Junior Lien Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation or any similar obligations hereafter issued by the City that are payable in whole or in part from and equally and ratably secured by a junior and inferior lien on and pledge of the Net Revenues of the System, such pledge being junior and inferior to the lien on and pledge of the Net Revenues of the System that are pledged to the currently outstanding Prior Lien Obligations and may be pledged to the payment of any Additional Prior Lien Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the Net Revenues of the System that are or will be pledged to the payment of the currently outstanding Limited Pledge Obligations, the Certificates, and any Subordinate Lien Obligations or Additional Limited Pledge Obligations hereafter issued by the City all as further provided in Section 20 of this Ordinance, and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a junior and inferior lien on and pledge of the Net Revenues as determined by the City Commission in accordance with any applicable law.

S. The term *Limited Pledge Obligations* shall mean (i) the Certificates and the outstanding and unpaid obligations of the City that are payable, in part, from and secured by a subordinate and inferior lien on and pledge of a limited amount of the Net Revenues of the System and designated as follows:

(1) “City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2014”, dated February 15, 2014, in the original principal amount of \$2,240,000;

(2) “City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2015”, dated October 15, 2015, in the original principal amount of \$4,205,000;

(3) “City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2017”, dated April 1, 2017, in the original principal amount of \$4,680,000;

(4) “City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2018”, dated December 1, 2018, in the original principal amount of \$3,020,000;

(5) “City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2020”, dated August 15, 2020, in the original principal amount of \$4,835,000;

(6) “City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2021”, dated September 1, 2021, in the original principal amount of \$8,205,000;

(7) “City of San Juan, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2023”, dated August 15, 2023, in the original principal amount of \$8,935,000;

and (ii) obligations hereafter issued to refund any of the foregoing as determined by the City Commission in accordance with any applicable law.

T. The term *Maintenance and Operating Expenses* shall mean all current expenses of operating and maintaining the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Commission, reasonably and fairly exercised, are necessary to maintain the operations and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues shall be deducted in determining “Net Revenues”. Depreciation charges shall not be considered Maintenance and Operating Expenses. Maintenance and Operating Expenses shall include payments under contracts for the purchase of water supply, treatment of sewage or other materials, goods or services for the System to the extent authorized by law and the provisions of such contract.

U. The term *Net Revenues* for any period shall mean the Gross Revenues of the System less the Maintenance and Operating Expenses of the System.

V. The term *Ordinance* shall mean this ordinance as finally passed and adopted by the City Commission of the City.

W. The term *Outstanding* when used in this Ordinance with respect to Certificates shall mean, as of the date of determination, all Certificates issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 29 of this Ordinance; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 25 of this Ordinance.

X. The term *Pledged Revenues* shall mean, while the Certificates remain Outstanding, an amount of Net Revenues not in excess of \$1,000. The Pledged Revenues shall be deposited, allocated, and expended in accordance with Section 10 of this Ordinance.

Y. The term *Pledged Revenue Amount* shall mean the total amount, not to exceed \$1,000 while the Certificates are Outstanding, of Net Revenues that may be transferred in whole or in part by the City in any given Fiscal Year (however, any amounts transferred prior to the final maturity date of the Certificates may not exceed the total amount of \$1,000) to the Certificate Fund.

Z. The term *Prior Lien Obligations* shall mean (i) the outstanding and unpaid obligations of the City that are payable from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System and designated as follows:

(1) “City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2013-A”, dated June 15, 2013, in the original principal amount of \$6,170,000;

(2) “City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2013-B”, dated October 29, 2013, in the original principal amount of \$1,400,000;

(3) “City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2017”, dated July 1, 2017, in the original principal amount of \$2,285,000;

(4) “City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2018”, dated June 1, 2018, in the original principal amount of \$1,270,000;

(5) “City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2019”, dated May 1, 2019 in the original principal amount of \$6,645,000;

(6) “City of San Juan, Texas Waterworks and Sewer System Revenue Bonds, Series 2019A”, dated May 1, 2019, in the original principal amount of \$1,715,000;

and (ii) any obligations hereafter issued to refund the foregoing if issued in a manner so as to be payable from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System as determined by the City Commission in accordance with any applicable law.

AA. The term *Purchasers* shall mean the initial purchaser or purchasers of the Certificates named in Section 26 of this Ordinance.

BB. The term *Stated Maturity* shall mean the annual principal payments of the Certificates payable on February 15 of each year the Certificates are Outstanding as set forth in Section 2 of this Ordinance.

CC. The term *Subordinate Lien Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation, or any similar obligations hereafter issued by the City that are payable, in whole or in part, from and equally and ratably secured by a lien on and pledge of the Net Revenues of the System, such pledge being subordinate and inferior to the lien on and pledge of the Net Revenues of the System that are or may be pledged to the payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations or Junior Lien Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the limited amount of the Net Revenues securing, in part, the payment of the currently outstanding

Limited Pledge Obligations, the Certificates, or any Additional Limited Pledge Obligations hereafter issued by the City, all as further provided in Section 20 of this Ordinance and (ii) any obligations hereafter issued to refund any of the foregoing if issued in a manner so as to be payable from and equally and ratably secured by a subordinate and inferior lien on and pledge of the Net Revenues of the System as determined by the City Commission in accordance with any applicable law.

DD. The term *System* shall mean all properties, facilities and plants currently owned, operated and maintained by the City for the supply, treatment and transmission of treated potable water, the collection, treatment and disposal of water-carried wastes, the generation, transmission and distribution of electricity, together with all future extensions, improvements, replacements and additions thereto; provided, however, that notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term “System” shall not mean to include facilities of any kind which are declared not to be a part of the System and which are acquired or constructed by or on behalf of the City with the proceeds from the issuance of “Special Facilities Bonds”, which are hereby defined as being special revenue obligations of the City which are not Prior Lien Obligations but which are payable from and secured by other liens on and pledges of any revenues, sources or payments, not pledged to the payment of the currently outstanding Prior Lien Obligations including, but not limited to, special contract revenues or payments received from any other legal entity in connection with such facilities.

SECTION 10. Certificate Fund - Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Certificates, there shall be and is hereby created a special fund to be designated “COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2024, INTEREST AND SINKING FUND” (the *Certificate Fund*), which fund shall be kept and maintained at the Depository, and money deposited in the Certificate Fund shall be used for no other purpose and shall be maintained as provided in Section 27. Authorized Officials of the City are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the purchase price or the amount of principal of, premium, if any, and interest on the Certificates as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Certificates.

The City, at its sole discretion, may deposit the Pledged Revenue Amount to the Certificate Fund. The Pledged Revenue Amount, if deposited, shall be expended annually to pay principal of and interest on the Certificates as the same become due and payable. This Pledged Revenue Amount shall be accounted for and transferred to the Paying Agent/Registrar in accordance with the provisions of the previous paragraph of this Section.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund created and established by this Ordinance may, at the option of the City, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, Chapter 2256, Texas Government

Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities, including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from such fund will be available at the proper time or times. All interest and income derived from deposits and investments in any fund established pursuant to the provisions of this Ordinance shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 11. Tax Levy. To provide for the payment of the Debt Service Requirements on the Certificates being (i) the interest on the Certificates and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars valuation of taxable property in the City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund and are thereafter pledged to the payment of the Certificates. The City Commission hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the City.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

A. Prior to the date the City Commission establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Commission shall determine:

- (1) the amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year;
- (2) the amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Pledged Revenues, if any, to be appropriated and allocated during such year to pay such

Debt Service Requirements, if any, prior to the Collection Date for the ad valorem taxes to be levied; and

(3) the amount of Pledged Revenues, if any, appropriated and set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding Fiscal Year.

B. The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (1) above less the sum total of the amounts established in paragraphs (2) and (3), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 12. Pledge of Revenues. he City hereby covenants and agrees that, subject to (i) any prior lien on and pledge of the Net Revenues of the System to the payment and security of the currently outstanding Prior Lien Obligations or any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City and (ii) the lien on and pledge of a limited amount of the Net Revenues to the payment and security of the currently outstanding Limited Pledge Obligations, the Certificates, and any Additional Limited Pledge Obligations hereafter issued by the City, the Pledged Revenues are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates and the pledge of Pledged Revenues herein made for the payment of the Certificates shall constitute a lien on the Pledged Revenues in accordance with the terms and provisions hereof and be valid and binding without any physical delivery thereof or further act by the City.

SECTION 13. System Fund. The City hereby covenants and agrees that all Gross Revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts and money of the City and shall be deposited as collected into the "CITY OF SAN JUAN, TEXAS UTILITY SYSTEM FUND" (the *System Fund*). All money deposited in the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown:

- First: to the payment of the reasonable and proper Maintenance and Operating Expenses of the System required by statute or ordinances authorizing the issuance of any indebtedness of the City to be a first charge on and claim against the Gross Revenues of the System;
- Second: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinance authorizing their issuance;
- Third: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of any Junior Lien Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinance authorizing their issuance;

- Fourth: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of any Subordinate Lien Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinance authorizing their issuance; and
- Fifth: To the payment of the amounts that may be deposited in the special funds and accounts established for the payment of the currently outstanding Limited Pledge Obligations, including the Certificates, and any Additional Limited Pledge Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinances authorizing their issuance.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment, security and benefit thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 14. Deposits to Certificate Fund – Surplus Certificate Proceeds. The City hereby covenants and agrees to cause to be deposited in the Certificate Fund prior to a principal and interest payment date for the Certificates, from the Pledged Revenues in the System Fund, after the deduction of all payments required to be made to the special funds or accounts created for the payment, security, and benefit of (i) the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City and (ii) the currently outstanding Limited Pledge Obligations, including the Certificates or any Additional Limited Pledge Obligations hereafter issued by the City, and any amounts budgeted to be paid therefrom in such Fiscal Year.

Accrued interest, if any, received from the Purchasers of the Certificates shall be deposited to the Certificate Fund and ad valorem taxes levied and collected for the benefit of the Certificates shall be deposited to the Certificate Fund. In addition, any surplus proceeds, including investment income therefrom, from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said fund from ad valorem taxes.

SECTION 15. Security of Funds. All money on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

SECTION 16. Maintenance of System - Insurance. The City covenants and agrees that while the Certificates remain Outstanding it will maintain and operate the System with all possible efficiency and maintain casualty and other insurance (including a system of self-insurance) on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in the State of Texas engaged in a similar type of business and that it will faithfully and punctually perform all duties with reference to the System required by the laws of the State of Texas. All money received from losses under such insurance policies, other than public liability policies, are held for the benefit of the holders of the Certificates until and unless the proceeds are paid out in making good the loss or damage in respect of which such proceeds are

received, either by replacing the property destroyed or repairing the property damaged, and adequate provision for making good such loss or damage must be made within ninety (90) days after the date of loss. The payment of premiums for all insurance policies required under the provisions hereof shall be considered Maintenance and Operating Expenses. Nothing in this Ordinance shall be construed as requiring the City to expend any funds which are derived from sources other than the operation of the System but nothing herein shall be construed as preventing the City from doing so.

SECTION 17. Rates and Charges. The City hereby covenants and agrees with the Holders of the Certificates that rates and charges for utility services afforded by the System will be established and maintained to provide Gross Revenues sufficient at all times:

A. to pay, together with any other lawfully available funds, all operating, maintenance, depreciation, replacement, betterment, and other costs incurred in the maintenance and operation of the System, including, but not limited to, Maintenance and Operating Expenses; provided, however, that the City expressly reserves the right to utilize other lawfully available funds to pay the Maintenance and Operating Expenses;

B. to produce Net Revenues sufficient, together with any other lawfully available funds, to pay (i) the interest on and principal of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations hereafter issued by the City as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof; (ii) the interest on and principal of any Junior Lien Obligations hereafter issued by the City as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof; (iii) the interest on and principal of any Subordinate Lien Obligations hereafter issued by the City as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof, and (iv) the amounts that may be deposited in the special funds established for the payment of the currently outstanding Limited Pledge Obligations, the Certificates or any Additional Limited Pledge Obligations hereafter issued by the City; and

C. to pay other legally incurred indebtedness payable from the Net Revenues of the System and/or secured by a lien on the System or the Net Revenues thereof.

SECTION 18. Records and Accounts - Annual Audit. The City further covenants and agrees that so long as any of the Certificates remain Outstanding it will keep and maintain separate and complete records and accounts pertaining to the operations of the System in which complete and correct entries shall be made of all transactions relating thereto, as provided by Chapter 1502, as amended, Texas Government Code, or other applicable law. The Holders of the Certificates or any duly authorized agent or agents of the Holders shall have the right to inspect the System and all properties comprising the same. The City further agrees that, following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of certified public accountants. Expenses incurred in making the annual audit of the operations of the System are to be regarded as Maintenance and Operating Expenses.

SECTION 19. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Holders of any of the Certificates shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 20. Issuance of Additional Prior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, and Additional Limited Pledge Obligations. The City hereby expressly reserves the right to hereafter issue bonds, notes, warrants, certificates of obligation, or similar obligations, payable, wholly or in part, as appropriate, from and secured by a pledge of and lien on the Net Revenues of the System with the following priorities, without limitation as to principal amount, but subject to any terms, conditions, or restrictions applicable thereto under existing ordinances, laws, or otherwise:

A. Additional Prior Lien Obligations payable from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System;

B. Junior Lien Obligations payable from and equally and ratably secured by a lien on and pledge of the Net Revenues that is junior and inferior to the lien on and pledge thereof securing the payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the Net Revenues securing, in part, the payment of the currently outstanding Limited Pledge Obligations and the Certificates and any Subordinate Lien Obligations or Additional Limited Pledge Obligations hereafter issued by the City;

C. Subordinate Lien Obligations payable from and equally and ratably secured by a lien on and pledge of the Net Revenues that is subordinate and inferior to the lien on and pledge thereof securing the payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations or Junior Lien Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the Net Revenues securing, in part, the payment of the currently outstanding Limited Pledge Obligations, the Certificates, and any Additional Limited Pledge Obligations hereafter issued by the City; and

D. Additional Limited Pledge Obligations secured by a lien on and pledge of a limited amount of the Net Revenues in accordance with the provisions of the following paragraph.

Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations, if issued, may be payable, in whole or in part, from Net Revenues (without

impairment of the obligation of contract with the holders of the currently outstanding Limited Pledge Obligations and the Certificates) upon such terms and conditions as the City Commission may determine. Additional Limited Pledge Obligations, if issued and payable, in whole or in part, from Pledged Revenues (defined in the same or similar terms as provided in Section 9 of this Ordinance or in the ordinances authorizing the issuance of the currently outstanding Limited Pledge Obligations), shall not in any event be construed to be payable from the Pledged Revenues authorized by this Ordinance or in the respective ordinances authorizing the issuance of the currently outstanding Limited Pledge Obligations to be budgeted and appropriated for the payment of the Certificates or the respective ordinances authorizing the issuance of the currently outstanding Limited Pledge Obligations. However, the lien on and pledge of the limited amount of Net Revenues securing, in part, the payment of the Certificates, the Limited Pledge Obligations, and any Additional Limited Pledge Obligations shall be subordinate and inferior to the pledge of and lien on the Net Revenues securing the payment of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City.

SECTION 21. Special Covenants. The City hereby further covenants that:

A. it has the lawful power to pledge the Pledged Revenues supporting the Certificates and has lawfully exercised said powers under the laws of the State of Texas, including power existing under Chapter 1502, as amended, Texas Government Code, the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through Section 271.064, and the City's Home Rule Charter;

B. other than for the payment of the currently outstanding Prior Lien Obligations, the currently outstanding Limited Pledge Obligations and the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System;

C. as long as any Certificates or any interest thereon remain Outstanding, the City will not sell, lease or encumber (except in the manner provided in Section 20 of this Ordinance) the System or any substantial part thereof, provided that this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System;

D. to the extent that it legally may, the City further covenants and agrees that, so long as any of the Certificates, or any interest thereon, are Outstanding, no franchise shall be granted for the installation or operation of any competing utility systems other than those owned by the City, and the operation of any such systems by anyone other than the City is hereby prohibited; and

E. no free service of the System shall be allowed, and should the City or any of its agents or instrumentalities make use of the services and facilities of the System, payment of the reasonable value thereof shall be made by the City out of funds from sources other than the revenues and income of the System.

SECTION 22. Application of the Covenants and Agreements of any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations. It is the intention of the City Commission and accordingly hereby recognized and stipulated that the provisions, agreements, and covenants contained herein bearing upon the management and operations of the System, and the administration and application of Gross Revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements, and covenants contained in the ordinances authorizing the issuance of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City; and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City, the provisions, agreements, and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance, especially the priority of rights and benefits conferred thereby to the holders of the currently outstanding Prior Lien Obligations and any Additional Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City. It is expressly recognized that prior to the issuance of any Additional Prior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, or Additional Limited Pledge Obligations, the City must comply with each of the conditions precedent contained in the respective ordinances authorizing the issuance of the currently outstanding Prior Lien Obligations, Limited Pledge Obligations, and the Certificates, as appropriate.

SECTION 23. Notices to Holders - Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 24. Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be destroyed as directed by the City.

SECTION 25. Mutilated, Destroyed, Lost, and Stolen Certificates. If (1) any mutilated Certificate is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Certificate, and (2) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Certificate has been acquired by a bona fide purchaser, the City shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Certificate, pay such Certificate.

Upon the issuance of any new Certificate or payment in lieu thereof, under this Section, the City may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses and charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

SECTION 26. Sale of the Certificates; Approval of Purchase Contract; Approval of Official Statement; Proceeds of Sale. The Certificates authorized by this Ordinance are hereby sold by the City to Frost Bank, San Antonio, Texas, as the authorized representative of a group of underwriters (the *Purchasers*, having all of the rights, duties, and obligations of a Holder), in accordance with the provisions of a Purchase Contract (the *Purchase Contract*), dated _____, 2024, attached hereto as Exhibit B and incorporated herein by reference as a part of this Ordinance for all purposes, at the price of par, plus a [net] reoffering premium of \$_____ (including the Purchaser's compensation of \$_____, plus the Insurance Premium of \$_____), and no accrued interest, and is hereby approved and confirmed. The Initial Certificate shall be registered in the name of Frost Bank. The pricing and terms of the sale of the Certificates are hereby found and determined to be the most advantageous reasonably obtainable by the City. Any Authorized Official is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City and as the act and deed of this City Commission, and in regard to the approval and execution of the Purchase Contract, the City Commission hereby finds, determines and declares that the representations, warranties, and agreements of the City contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the City. Delivery of the Certificates to the

Purchasers shall occur as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of the Purchase Contract.

Proceeds from the sale of the Certificates shall be applied as follows:

(1) Accrued interest, if any, received from the Purchasers shall be deposited into the Certificate Fund.

(2) The City expects to receive a [net] reoffering premium from the sale of the Certificates of \$_____ which is allocated by the City in the following manner: (i) \$_____ to pay the Purchasers' compensation, (ii) \$_____ to pay the Insurer's insurance premium, (iii) \$_____ shall be deposited into the construction account established in paragraph (3) below, and (iv) \$_____ to pay certain costs of issuance of the Certificates.

(3) The balance of the proceeds in the amount of \$_____ (being the principal amount of the Certificates in the amount of \$_____.00 and a portion of the net reoffering premium in the amount of \$_____ derived from the sale of the Certificates (after paying costs of issuance) shall be deposited into the special construction account or accounts created for the project to be constructed with the proceeds of the Certificates and used to pay costs of such projects. This special construction account shall be established and maintained at the Depository and shall be invested in accordance with the provisions of Section 10 of this Ordinance. Interest earned on the proceeds of the Certificates pending completion of construction of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 14 of this Ordinance.

Furthermore, the City hereby ratifies, confirms, and approves in all respects (i) the City's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined) and (ii) the use and distribution of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Certificates. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale referenced in the Purchase Contract (together with such changes approved by any Authorized Official or any one or more of said officials), shall be and is hereby in all respects, including form and content approved and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated _____, 2024, in the reoffering, sale and delivery of the Certificates to the public. The Mayor, Mayor Pro Tem, and/or City Secretary or Acting City Secretary are further authorized and directed to manually execute and deliver for and on behalf of the City copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the City Commission and constitute the Official Statement authorized for distribution and use by the Purchasers. Each Authorized Official is hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Certificates.

SECTION 27. Covenants to Maintain Tax-Exempt Status.

A. Definitions. When used in this Section, the following terms have the following meanings:

Closing Date means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

Code means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

Computation Date has the meaning set forth in Section 1.148-1(b) of the Regulations.

Gross Proceeds means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

Investment has the meaning set forth in Section 1.148-1(b) of the Regulations.

Nonpurpose Investment means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

Rebate Amount has the meaning set forth in Section 1.148-1(b) of the Regulations.

Regulations means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

Yield of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Certificates means the yield as calculated pursuant to Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond

law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent it will not cause the Certificates to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent it will not cause the Certificates to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent it will not cause the Certificates to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Certificates.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action

which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Certificate Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.1483(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

J. Certificates Not Hedge Bonds.

(1) The City reasonably expects to spend at least 85% of the spendable proceeds of the Certificates within three years after such Certificates are issued.

(2) Not more than 50% of the proceeds of the Certificates will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

K. Elections. The City hereby directs and authorizes any Authorized Official and Bond Counsel, either individually or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document. Such elections shall be deemed to be made on the Closing Date.

L. Qualified Tax-Exempt Obligations. The City hereby designates the Certificates as qualified tax-exempt obligations for purposes of section 265(b) of the Code. In furtherance of such designation, the City represents, covenants and warrants the following: (a) during the calendar year in which the Certificates are issued, the City (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Certificates, will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued; (b) the City reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year 2024 by the City (including any subordinate entities) will not exceed \$10,000,000; and the City will take such action or refrain from such action as is necessary in order that the Certificates will not be considered "private activity bonds" within the meaning of section 141 of the Code.

SECTION 28. Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Certificates pending their approval by the Attorney General of the State of Texas, the registration thereof by the Comptroller of Public Accounts of the State of Texas and the delivery of the Certificates to the Purchasers.

Furthermore, any Authorized Official, either individually or any combination of them, are hereby authorized and directed to furnish and execute such documents relating to the City and its financial affairs as may be necessary for the issuance of the Certificates, the approval of the Attorney General of the State of Texas and their registration by the Comptroller of Public Accounts of the State of Texas and, together with the City's financial advisors, Bond Counsel, and the Paying

Agent/Registrar, make the necessary arrangements for the delivery of the Initial Certificate to the Purchasers and, when requested in writing by the Purchasers, the initial exchange thereof for definitive Certificates.

SECTION 29. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Pledged Revenues under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Certificates. In the event of a defeasance of the Certificates, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent accounting firm, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of redemption premium (if any), and interest due on any defeased Certificate. To the extent applicable, if at all, the City covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 27 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Certificates, or applicable redemption date of the Certificates, such money was deposited and is held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem defeased Certificates that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to

call the defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Certificates immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Certificates, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Certificates.

SECTION 30. Printed Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to their being furnished a final opinion of Cantu Harden Montoya LLP, San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Certificates, this opinion to be dated and delivered as of the date of initial delivery and payment for such Certificates. Printing of a true and correct copy of this opinion on the reverse side of each of the Certificates, with appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary or Acting City Secretary of the City is hereby approved and authorized.

SECTION 31. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof, and neither the City nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 32. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 33. Ordinance a Contract, Amendments - Outstanding Certificates. The City acknowledges that the covenants and obligations of the City herein contained are a material inducement to the purchase of the Certificates. This Ordinance shall constitute a contract with the Holders from time to time, binding on the City and its successors and assigns, and it shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided, however, that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required for consent to any such amendment, addition, or rescission.

SECTION 34. Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, Bond Counsel, Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by

reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, Bond Counsel, Paying Agent/Registrar, and the Holders.

SECTION 35. Inconsistent Provisions. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 36. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 37. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Commission hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 39. Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Commission of the City.

SECTION 40. Authorization of Paying Agent/Registrar Agreement. The City Commission of the City hereby finds and determines that it is in the best interest of the City to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, registration, and transferability of the Certificates. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Ordinance.

SECTION 41. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 42. Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the City or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

SECTION 43. No Recourse Against City Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Certificate or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificate.

SECTION 44. Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

EMMA means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

Financial Obligation means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

MSRB means the Municipal Securities Rulemaking Board.

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

Undertaking means the City's continuing disclosure undertaking, described in Paragraphs B through F below, hereunder accepted and entered into by the City for the purpose of compliance with the Rule.

B. Annual Reports.

The City shall file annually with the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2024, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 26 of this Ordinance, being the information described in Exhibit C hereto, and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit C hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Under current

Texas law, including, but not limited to, Chapter 103, as amended, Texas Local Government Code, the City must have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The annual financial statement, including the auditor's opinion on the statement, shall be filed in the office of the City Secretary or Acting City Secretary within 180 days after the last day of the City's fiscal year. Additionally, upon the filing of this financial statement and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

If the City changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

C. Notice of Certain Events.

The City shall file notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of Holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the

termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Certificates to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format – Incorporation by Reference.

The City information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of

obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

F. General Policies and Procedures Concerning Compliance with the Rule.

Because the issuance of the Certificates is subject to the provisions of the Rule and because the potential “underwriters” in a negotiated sale of the Certificates or the initial purchasers in a competitive sale of the Certificates may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the City hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the *Policies and Procedures*), attached hereto as Exhibit E, with which the City shall follow to assure compliance with the Undertaking. The City has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the City’s financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the City and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

SECTION 45. Book-Entry Only System.

The Certificates shall initially be registered so as to participate in a securities depository system (the DTC System) with the Depository Trust Company, New York, New York, or any successor entity thereto (DTC), as set forth herein. Each Stated Maturity of the Certificates shall be issued (following cancellation of the Initial Certificates described in Section 7) in the form of a single definitive Certificate. Upon issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Certificates shall be registered in the name of Cede & Co., as the nominee of DTC. The City and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit D (the Representation Letter).

With respect to the Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Certificates from time to time as securities depository (a Depository Participant) or to any person on behalf of whom such a Depository Participant holds an interest in the Certificates (an Indirect Participant). Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co.,

or any Depository Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Certificates, as shown on the Security Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Certificate, of any amount with respect to principal of, premium, if any, or interest on the Certificates. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

In the event that (a) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the City determines that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the City shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Certificates shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Certificates shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the City, or such depository's agent or designee, and if the City and the Paying Agent/Registrar do not select such alternate securities depository system then the Certificates may be registered in whatever name or names the Holders of Certificates transferring or exchanging the Certificates shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 46. Further Procedures. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Certificates, the Purchase Contract, the Paying Agent/Registrar Agreement, and the Official Statement. In addition, prior to the initial delivery of the Certificates, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance and as described in the Official Statement necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Certificates by the Texas Attorney General's

office. In case any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 47. Contract with Financial Advisor and/or Bond Counsel. The City Commission authorizes any Authorized Official, or their designees, to take all actions necessary to execute any necessary financial advisory contracts with Estrada Hinojosa & Company, Inc., as the financial advisor to the City (the *Financial Advisor*). The City understands that under applicable federal securities laws and regulations that the City must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Certificates. In addition, the City Commission also authorizes any Authorized Official, or their designees, to take all actions necessary to execute any necessary engagement agreement with Cantu Harden Montoya LLP, as Bond Counsel to the City.

SECTION 48. City's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the City hereby consents to and authorizes any Authorized Official, Bond Counsel to the City, and/or Financial Advisor to the City to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Certificates; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Certificates.

SECTION 49. Municipal Bond Insurance. The Payment of the debt service requirements on the Certificates is insured by the Insurer pursuant to the Insurance Policy.

SECTION 50. Effective Date. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

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PASSED, APPROVED, AND ADOPTED on the 10th day of September, 2024.

CITY OF SAN JUAN, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

S-1

Signature Page to the Ordinance

#2066873.3

INDEX TO EXHIBITS

Exhibit A.....	Paying Agent/Registrar Agreement
Exhibit B	Purchase Contract
Exhibit C	Description of Annual Financial Information
Exhibit D.....	DTC Letter of Representations
Exhibit E	General Policies and Procedures Concerning Compliance with the Rule

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

See Tab No. __

EXHIBIT B
PURCHASE CONTRACT

See Tab No. __

EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 44 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The City's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the City attached to the Official Statement as Appendix B, but for the most recently concluded fiscal year.

2. The information of the type included in Tables 1 through 6 and 8 through 15, and in Appendix B.

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

EXHIBIT D

DTC LETTER OF REPRESENTATIONS

See Tab No. __

EXHIBIT E

General Policies and Procedures Concerning Compliance with the Rule

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 44 of the Ordinance. *Certificates* refer to the Certificates that are the subject of the Ordinance to which this Exhibit is attached.

II. As a capital markets participant, the City is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the *Effective Date*), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the City's compliance with the Rule.

III. The City is aware that the Rule was amended as of the Effective Date (the *Rule Amendment*) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 44C of the Ordinance, which provisions are a part of the Undertaking.

IV. The City is aware that "participating underwriters" (as such term is defined in the Rule) of the Certificates must make inquiry and reasonably believe that the City is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission's Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The City now establishes the following general policies and procedures (the *Policies and Procedures*) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the City's informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the City's obligations under the Rule, the advice from and discussions with the City's internal senior staff (including staff charged with administering the City's financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the *Compliance Team*):

1. the Finance Director (the *Compliance Officer*) shall be responsible for satisfying the City's obligations pursuant to the Undertaking through adherence to these Policies and Procedures;
2. the Compliance Officer shall establish reminder or "tickler" systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the City's information of the type described in Section 44B of the Ordinance;
3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 44C of the Ordinance;

4. the Compliance Officer shall work with external consultants of the City, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the City and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;
5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the City, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Certificates;
6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any City agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;
7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the City; and
8. the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any “participating underwriter” (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the City’s internal staff identified by the Compliance Officer to assist with the City’s satisfaction of the terms and provisions of the Undertaking.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 10, 2024

Consider Removal, Appointment or Re-Appointment of Board Member(s) Related to the Planning and Zoning Commission. [Brenda Escalante, City Secretary]

STAFF COMMENTS AND RECOMMENDATIONS:

The Planning and Zoning Board consists of seven (7) members serving a two (2) year staggered term. As per the Planning and Zoning Bylaws, if absent more than three (3) consecutive times, the individual shall be automatically dropped from membership. At this time, staff recommends the appointment and/or re-appointment of the 7 members.

RECOMMENDATION:

Approve as recommended by the City Commission.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager



PLANNING AND ZONING COMMISSIONERS
ATTENDANCE FORM
2024

Commissioners	JAN 1/22	FEB 2/15	MAR 3/14	MAR 3/21	MAY 5/2	MAY 5/16	AUG 8/1	AUG 8/22								% of Attendance
Irma Castillo	√	√	√	√	√	X	√	X								75%
Mark A. Salinas	√	√	√	√	X	X	√	√								75%
Adan Magallan	√	√	√	√	X	√	X	√								75%
Valerie Cardenas	√	√	X	√	√	X	√	√								75%
Eliza Yzaguirre	√	√	X	X	√	√	√	√								75%
Luis Mancillas	√	X	√	√	√	√	X	√								75%
Cesar Cantu	√	√	X	√	X	√	X	√								63%



City of San Juan

Application for Appointment



Date: 09/03/24

Board / Commission / Committee: Planning & Zoning Board

Name: Valerie V Cardenas

Mailing Address: 205 Campo Verde Circle San Juan, TX 78589

Preferred Phone and Fax: 956-331-6313

Employer: Texas National Bank

Occupation: Executive Vice President/Mortgage Lending

Email Address: vvargas74@live.com

Are you or can you be qualified to vote in a City of San Juan Election? Yes

Are you a City of San Juan resident? ☒ Yes ☐ No How long? 25 Years

Have you ever represented any other private person, group or entity for compensation before the City Commission or any department, commission, board of committee within the last three years? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in any contract with the City? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in the sale to the city of any land, materials, supplies or service? ☐ Yes ☒ No

List of professional or social membership(s)

See attached resume.	
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Experience/ Knowledge Pertaining to Board/ Commission/ Committee of Interest:

See attached resume for list of current and past board involvement.

Application will be kept on file for two (2) years: thereafter applicants must reapply. Applications may be faxed (956) 787-5978, mailed to the City Secretary (512 S. Nebraska, San Juan, TX 78589) or emailed to City Secretary Brenda Escalante at: bescalante@sjtx.us



City of San Juan

Application for Appointment



Date: September 4, 2024

Board / Commission / Committee: Planning & Zoning

Name: Eliza Yzaguirre

Mailing Address: 1217 S Standard Ave, San Juan, Texas

Preferred Phone and Fax: (956) 467-9775

Employer: Texas Gas Service

Occupation: Operations Manager

Email Address: eliza.yzaguirre@icloud.com

Are you or can you be qualified to vote in a City of San Juan Election? yes

Are you a City of San Juan resident? ☒ Yes ☐ No How long? 42 yrs

Have you ever represented any other private person, group or entity for compensation before the City Commission or any department, commission, board of committee within the last three years? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in any contract with the City? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in the sale to the city of any land, materials, supplies or service? ☐ Yes ☒ No

List of professional or social membership(s)

Society of Women Engineers

Experience/ Knowledge Pertaining to Board/ Commission/ Committee of Interest:

I have 12 years of engineering/planning/construction experience. I have a civil engineering degree and previously worked for the Hidalgo County Planning Dept and Hidalgo County Drainage District #1 where I was a Certified Floodplain Manager.

Application will be kept on file for two (2) years: thereafter applicants must reapply. Applications may be faxed (956) 787-5978, mailed to the City Secretary (512 S. Nebraska, San Juan, TX 78589) or emailed to City Secretary Brenda Escalante at: bescalante@sjtx.us



City of San Juan

Application for Appointment



Date: Sept. 2, 2024

Board / Commission / Committee: Planning & Zoning and Board of Adjustment

Name: Irma Celia Galindo Castillo

Mailing Address: 114 Deanna Dr.

Preferred Phone and Fax: (956)802-2951

Employer: Retired after 32 years with Hidalgo County Planning

Occupation: Planning Administration

Email Address: icastillo114@yahoo.com

Are you or can you be qualified to vote in a City of San Juan Election? Yes

Are you a City of San Juan resident? ☒ Yes ☐ No How long? 67 yrs

Have you ever represented any other private person, group or entity for compensation before the City Commission or any department, commission, board of committee within the last three years? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in any contract with the City? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in the sale to the city of any land, materials, supplies or service? ☐ Yes ☒ No

List of professional or social membership(s)

14yrs City of Pharr P&Z, 32 yrs w/Hidalgo County Planning

16yrs City of San Juan P&Z Madam Chairman

Experience/ Knowledge Pertaining to Board/ Commission/ Committee of Interest:

Over 46 years of Planning and Zoning experience

Application will be kept on file for two (2) years: thereafter applicants must reapply. Applications may be faxed (956) 787-5978, mailed to the City Secretary (512 S. Nebraska, San Juan, TX 78589) or emailed to City Secretary Brenda Escalante at: bescalante@sjtx.us



City of San Juan

Application for Appointment



Date: 08/30/2024

Board / Commission / Committee: Planning & Zoning Board

Name: Luis Mancillas Jr

Mailing Address: 405 Noble Dr San Juan TX 78589 United St

Preferred Phone and Fax: (956) 212-9007

Employer: PRIMESOURCE BUILDING PRODUCTS

Occupation: Territory Sales Manager

Email Address: luismancillas1221@gmail.com

Are you or can you be qualified to vote in a City of San Juan Election? Yes

Are you a City of San Juan resident? ☒ Yes ☐ No How long? 28 years

Have you ever represented any other private person, group or entity for compensation before the City Commission or any department, commission, board of committee within the last three years? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in any contract with the City? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in the sale to the city of any land, materials, supplies or service? ☐ Yes ☒ No

List of professional or social membership(s)

Current board member of Planning & Zoning board for the City of San Juan.

Experience/ Knowledge Pertaining to Board/ Commission/ Committee of Interest:

2 years experience as a board member for Planning & Zoning for the city of San Juan.
6 years experience in building materials specification, building codes, and construction requirements.

Application will be kept on file for two (2) years: thereafter applicants must reapply. Applications may be faxed (956) 787-5978, mailed to the City Secretary (512 S. Nebraska, San Juan, TX 78589) or emailed to City Secretary Brenda Escalante at: bescalante@sjtx.us



City of San Juan

Application for Appointment



Date: 11/30/2024

Board / Commission / Committee: Planning and Zoning

Name: Cesar Cantu

Mailing Address: 1501 Foster street San Juan Tx 78589

Preferred Phone and Fax: 956-929-6000

Employer: American Fence

Occupation: Owner

Email Address: 1501 Foster street

Are you or can you be qualified to vote in a City of San Juan Election? Yes

Are you a City of San Juan resident? ☒ Yes ☐ No How long? 19 years

Have you ever represented any other private person, group or entity for compensation before the City Commission or any department, commission, board of committee within the last three years? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in any contract with the City? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in the sale to the city of any land, materials, supplies or service? ☐ Yes ☒ No

List of professional or social membership(s)

Working 27 years on Construction

Experience/ Knowledge Pertaining to Board/ Commission/ Committee of Interest:

1 year

Application will be kept on file for two (2) years: thereafter applicants must reapply. Applications may be faxed (956) 787-5978, mailed to the City Secretary (512 S. Nebraska, San Juan, TX 78589) or emailed to City Secretary Brenda Escalante at: bescalante@sjtx.us

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 10, 2024

Consider Removal, Appointment or Re-Appointment of Board Member(s) Related to the Civil Service Commission. [Brenda Escalante, City Secretary]

STAFF COMMENTS AND RECOMMENDATIONS:

The Civil Service Board consists of three (3) members serving two staggered terms. As per the Civil Service By-laws if absent more than three (3) consecutive times the individual shall automatically be dropped from membership. At this time, the staff recommends the appointment and/or re-appointment of three members.

RECOMMENDATION:

Approve as recommended by the City Commission.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager



City of San Juan

Application for Appointment

Date: September 4, 2024
Board / Commission / Committee: Civil Service Commission
Name: OSCAR ALANIZ, JR
Mailing Address: 1916 South Stewart Road San Juan, TX 78589
Preferred Phone and Fax: (956) 560-2257
Employer: Retired City of Pharr Occupation: Retired Assistant Fire Chief
Email Address: oalanizjr@aol.com

Are you or can you be qualified to vote in a City of San Juan Election? ☒ Yes ☐ No

Are you a City of San Juan resident? ☒ Yes ☐ No How Long? _____

Have you ever represented any other private person, group or entity for compensation before the City Commission or any department, commission, board of committee of the city within the last three years? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in any contract with the City? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in the sale to the city of any land, materials, supplies or service? ☐ Yes ☒ No

List Professional or Social Membership(s)

City of Pharr Fire Department Oct 1981 to August 2006
P.S. J.A. I.S.D. July 2009 to June 2018

Experience / Knowledge Pertaining to Board / Commission / Committee of Interest:

I was employed with the City of Pharr Fire Department from October 12, 1981 to August 14, 2006. I was a Firefighter for (3) years, Lieutenant (17) years and Assistant Fire Chief for (5) year. I was employed with the City of Pharr Fire Dept for (25) year.

Application will be kept on file for two (2) years: thereafter applicants must reapply. Applications may be faxed (956) 787-5978, mailed to the City Secretary (709 S. Nebraska, San Juan, Tx 78589) or emailed to _____

9-4-24



City of San Juan

Application for Appointment



Date: 9/5/2024

Board / Commission / Committee: Civil Service Board

Name: Reymundo Casarez

Mailing Address: 204 W. 10th

Preferred Phone and Fax: (956) - 734 - 7155

Employer: RETIRED

Occupation: LAW ENFORCEMENT

Email Address: RC4613@yahoo.com

Are you or can you be qualified to vote in a City of San Juan Election? Yes

Are you a City of San Juan resident? ☒ Yes ☐ No How long? 42 year

Have you ever represented any other private person, group or entity for compensation before the City Commission or any department, commission, board of committee within the last three years? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in any contract with the City? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in the sale to the city of any land, materials, supplies or service? ☐ Yes ☒ No

List of professional or social membership(s)

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Experience/ Knowledge Pertaining to Board/ Commission/ Committee of Interest:

33 years of law enforcement experience, 15 years serving as a Captain for San Juan Police Department and 15 years under Civil Service Rule.

Application will be kept on file for two (2) years: thereafter applicants must reapply. Applications may be faxed (956) 787-5978, mailed to the City Secretary (709 S. Nebraska, San Juan, TX 78589) or emailed to City Secretary Brenda Escalante at: bescalante@sjtx.us



City of San Juan

Application for Appointment

Date: 08.30.2024

Board / Commission / Committee: Civil Service Commission

Name: David Alvarado

Mailing Address: 1227 E. Texas Ave., SAN JUAN, TX 78589

Preferred Phone and Fax: 956-460-7230

Employer: Texas, Dept. of Criminal Justice (Arms Division)

Occupation: T.D.C.J. COURT OFFICER

Email Address: Dalva6717@gmail.com



Are you or can you be qualified to vote in a City of San Juan Election? yes

Are you a City of San Juan resident? ☒ Yes ☐ No How long? 25+ years

Have you ever represented any other private person, group or entity for compensation before the City Commission or any department, commission, board of committee within the last three years? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in any contract with the City? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in the sale to the city of any land, materials, supplies or service? ☐ Yes ☒ No

List of professional or social membership(s)

MCALLEN GUNS & HOSES NON PROFIT foundation
TEXAS ONCOLOGY CANCER AWARENESS event coordinator

Experience/ Knowledge Pertaining to Board/ Commission/ Committee of Interest:

Current member of the SAN JUAN civil service commission
Retired Police Officer
Current Reserve police officer

Application will be kept on file for two (2) years: thereafter applicants must reapply. Applications may be faxed (956) 787-5978, mailed to the City Secretary (512 S. Nebraska, San Juan, TX 78589) or emailed to City Secretary Brenda Escalante at: bescalante@sjtx.us

City of San Juan

Application for Appointment



Date: 09-05-2024

Board / Commission / Committee: Civil Service Board

Name: Juan Jose Vasquez

Mailing Address: 210 W. 4th Street San Juan. Texas

Preferred Phone and Fax: (956) 867-4809

Employer: City of Pharr Occupation: Development Assistance Specialist

Email Address: lnv97@yahoo.com

Are you or can you be qualified to vote in a City of San Juan Election? ☒ Yes ☐ No

Are you a City of San Juan resident? ☒ Yes ☐ No How Long? 7 years

Have you ever represented any other private person, group or entity for compensation before the City Commission or any department, commission, board of committee of the city within the last three years? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in any contract with the City? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in the sale to the city of any land, materials, supplies or service? ☐ Yes ☒ No

List Professional or Social Membership(s)

N/A

Experience / Knowledge Pertaining to Board / Commission / Committee of Interest:

I have 24 years of law enforcement experience and I have been part of the City of San Juan Civil Service Board on and off for a few years. The time all three board members have been law enforcement officer, we have been able to better understand the situations that go before the board. It has been my honor to serve and assist on this board.

Application will be kept on file for two (2) years: thereafter applicants must reapply. Applications may be faxed (956) 787-5978, mailed to the City Secretary (709 S. Nebraska, San Juan, Tx 78589) or emailed to nguerrero@sjtx.us

CIVIL SERVICE COMMISSION

2024 Attendance Record

NAME	MEMBER SEAT	MTG DATE	ATTEND	EXCUSE	MTG DATE	ATTEND	EXCUSE	MTG DATE (No Quorum)	ATTEND	EXCUSE
SANCHEZ, Eric	(Chair)	1/8/2024	Yes		1/22/2024	Yes		3/8/2024	Yes	
VASQUEZ, Juan Jose	(Vice-Chair)		Yes			Yes			Yes	
ALVARADO, David	(Commissioner)		No	Work-Related		Yes			No	Work-Related

NAME	MEMBER SEAT	MTG DATE	ATTEND	EXCUSE	MTG DATE (No Quorum)	ATTEND	EXCUSE	MTG DATE	ATTEND	EXCUSE
SANCHEZ, Eric	(Chair)	5/2/2024	Yes		6/13/2024	Yes		6/17/2024	Yes	
VASQUEZ, Juan Jose	(Vice-Chair)		Yes			No	Work-Related		Yes	
ALVARADO, David	(Commissioner)		No	Work-Related		No	Work-Related		No	Work-Related

NAME	MEMBER SEAT	MTG DATE	ATTEND	EXCUSE	MTG DATE	ATTEND	EXCUSE	MTG DATE	ATTEND	EXCUSE
SANCHEZ, Eric	(Chair)	6/24/2024	No	Work-Related						
VASQUEZ, Juan Jose	(Vice-Chair)		Yes							
ALVARADO, David	(Commissioner)		Yes							

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 10, 2024

Consider Removal, Appointment or Re-Appointment of Board Member(s) Related to the Parks and Recreation Advisory Board. [Brenda Escalante, City Secretary]

STAFF COMMENTS AND RECOMMENDATIONS:

The San Juan Parks and Recreation Board consists of seven (7) members serving two (2) year staggered terms. As per the Parks and Recreation Bylaws if a member is absent three (3) or more consecutive times the individual shall be automatically dropped from membership.

RECOMMENDATION:

Approve as recommended by the City Commission.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager



City of San Juan

Application for Appointment



Date: 9-3-24

Board / Commission / Committee: Parks & Rec Board / PAL

Name: Sabrina Rodriguez-Fuentes

Mailing Address: 2906 Summer Village Circle San Juan, TX

Preferred Phone and Fax: 956-627-7295

Employer: Costa Mesa Restaurant

Occupation: Administrative Assistant

Email Address: sabrinardz10@yahoo.com

Are you or can you be qualified to vote in a City of San Juan Election? Yes

Are you a City of San Juan resident? ☒ Yes ☐ No How long? 3 years

Have you ever represented any other private person, group or entity for compensation before the City Commission or any department, commission, board of committee within the last three years? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in any contract with the City? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in the sale to the city of any land, materials, supplies or service? ☐ Yes ☒ No

List of professional or social membership(s)

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Experience/ Knowledge Pertaining to Board/ Commission/ Committee of Interest:

I have no experience on being on a board but I have a 9 year old son who currently plays almost every sport in rec and I feel there needs to be more organization. There are issues I've seen along the years and I'd love to join the board to bring ideas to our community.

Application will be kept on file for two (2) years: thereafter applicants must reapply. Applications may be faxed (956) 787-5978, mailed to the City Secretary (512 S. Nebraska, San Juan, TX 78589) or emailed to City Secretary Brenda Escalante at: bescalante@sjtx.us



City of San Juan

Application for Appointment



Date: 09/05/2024

Board / Commission / Committee: San Juan Parks & Rec.

Name: Genovevo "GENE" Quintanilla

Mailing Address: 3001 Grandora St. San Juan Tx. 78589

Preferred Phone and Fax: (956)624-4969

Employer: City of Mcallen

Occupation: Code Compliance Officer

Email Address: geneq26@yahoo.com

Are you or can you be qualified to vote in a City of San Juan Election? Yes

Are you a City of San Juan resident? ☒ Yes ☐ No How long? 47 Years

Have you ever represented any other private person, group or entity for compensation before the City Commission or any department, commission, board of committee within the last three years? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in any contract with the City? ☐ Yes ☒ No

Do you, your spouse, or your employer have any financial interest, direct or indirect in the sale to the city of any land, materials, supplies or service? ☐ Yes ☒ No

List of professional or social membership(s)

Over 12 years volnteer for the park and rec deparment as a coach for baseball, basketball, soccer, flag football.

License Code Officer.

Experience/ Knowledge Pertaining to Board/ Commission/ Committee of Interest:

Have knowledge in the recyclinf work for the City of Mcallen for 2 years in that Deparment. Help out In KMB when needed to gho paint houses, I just want to help beautify City of San Juan my hometown. ...

Application will be kept on file for two (2) years: thereafter applicants must reapply. Applications may be faxed (956) 787-5978, mailed to the City Secretary (512 S. Nebraska, San Juan, TX 78589) or emailed to City Secretary Brenda Escalante at: bescalante@sjtx.us

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 10, 2024

Consider Removal, Appointment or Re-Appointment of Board Member(s) Related to the Police Athletic League. [Brenda Escalante, City Secretary]

STAFF COMMENTS AND RECOMMENDATIONS:

The San Juan Police Athletic League Board of Directors consists of five (5) members. As per the by-laws if a member is absent 3 or more consecutive times the individual shall be dropped from the board.

RECOMMENDATION:

Approve as recommended by the City Commission.

PREPARED BY:

Brenda Escalante,
City Secretary

APPROVED BY:

Benjamin Arjona, City
Manager

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 10, 2024

Consideration and Action on a Petition to Remove a 10.07-Acre Tract of Land out of the West Half of Lot 7, Block 47, Alamo Land and Sugar Company's Subdivision from the Extra-Territorial Jurisdiction (ETJ) from the City of San Juan, as Requested by Quintanilla, Headley and Associates, Inc. [Monica Gomez, Interim Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

The applicant is requesting the removal of the 10-acre tract of land of San Juan Extraterritorial Jurisdiction (ETJ). The property is located North of Minnesota Road, just North of Minnesota Vega Ranches Phase 1 Subdivision.

RECOMMENDATION:

Staff recommends denial of the request.

PREPARED BY:

Monica Gomez,
Interim Director of
Planning

APPROVED BY:

Benjamin Arjona, City
Manager

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Petition to Remove a 10.07-acre tract of land out of the San Juan Extraterritorial Jurisdiction (ETJ)
APPLICANT:	Garco, LTD.
SURVEYOR/ENGINEER:	Quintanilla, Headley and Associates, Inc.
LEGAL:	10.07-acre tract out of the West Half of Lot 7, Block 47, Alamo Land and Sugar Company’s Subdivision
EXISTING ZONING:	<i>North</i> – Vacant; Light Industrial District (L-I) and Multi-Family Residence District (R-MF)
ADJACENT ZONING:	<i>South</i> – Outside City Limits <i>East</i> – Outside City Limits <i>West</i> – Single-Family Residence District (R-S)
ACCESS AND CIRCULATION:	This property has access along Minnesota Road.
PUBLIC SERVICES:	Water service is provided by the North Alamo Water Supply Corporation; sewer is provided by the City of San Juan.
RECOMMENDATION:	Staff recommends denial of the request.

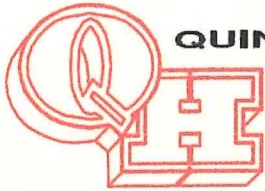
EVALUATION AND CONDITIONS FOR APPROVAL

The applicant is requesting the removal of the 10-acre tract of land of the San Juan's Extraterritorial Jurisdiction (ETJ). The property is located North of Minnesota Road, just North of Minnesota Vega Ranches Phase 1 Subdivision.

ATTACHMENTS: Location Map
 Local Government Code Sec. 42.101
 Survey
 Petition Letter



Location Map



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 R.P.L.S. #4856 Eulalio Ramirez, P.E. # 77062

Engineering Firm Registration No. F-1513

Surveying Firm Registration No. 100411-00

Municipal & County Projects ★ Subdivisions ★ Surveys

June 24, 2024

City of San Juan
c/o Daniel Tijerina
Director of Planning
512 S. Nebraska Ave.
San Juan, Texas 78589

**Re: Landowner's Petition for Release of Area from Extraterritorial Jurisdiction
Under Sec. 42.101 et seq. of Local Government Code
Petitioner: Garco, Ltd.**

Dear Mr. Tijerina,

Attached please find Landowner's Petition for Release of Area from Extraterritorial Jurisdiction Under Sec. 42.101 et seq. of Local Government Code (the "Petition"), which I submit on behalf of Garco, Ltd., the owner of the real property made the basis of the Petition.

Should you have any questions, please feel free to call me at 381-6480.

Thank you for your attention to this matter.

Respectfully,

Alfonso Quintanilla, P.E., R.P.L.S.
President

Cc: Benjamin Arjona, City Manager
Ricardo Palacios, City Attorney
Garco, Ltd.

RECEIVED

JUL 01 2024

PLANNING DEPARTMENT

**Landowner's Petition for Release of Area from Extraterritorial Jurisdiction
Under Sec. 42.101 et seq. of Local Government Code**

To: City of San Juan
c/o Daniel Tijerina
Director of Planning
512 S. Nebraska Ave.
San Juan, Texas 78589

This petition is submitted to the City of San Juan (the "City") under Sec. 42.102(b) by Garco, Ltd. ("Petitioner"), the owner of certain real property located within the City's extraterritorial jurisdiction as depicted on the field notes and map attached hereto as Exhibit A and further described as:

A 10.07 ACRE TRACT OF LAND OUT OF THE WEST HALF OF LOT 7, BLOCK 47, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS (the "Property").

Petitioner respectfully requests that the City act on this petition immediately as required by Sec. 42.105(c) of the Local Government Code. If the City fails to do so, the Property will be released by operation of law under Sec. 42.105(d) of the Local Government Code.

Respectfully,

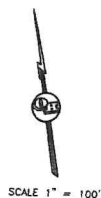
Garco, Ltd.

By: _____

Richard A. Garza, President
DOB: 0710311958
3910 W. Freddy Gonzalez Dr.
Edinburg, TX 78539

Date: _____

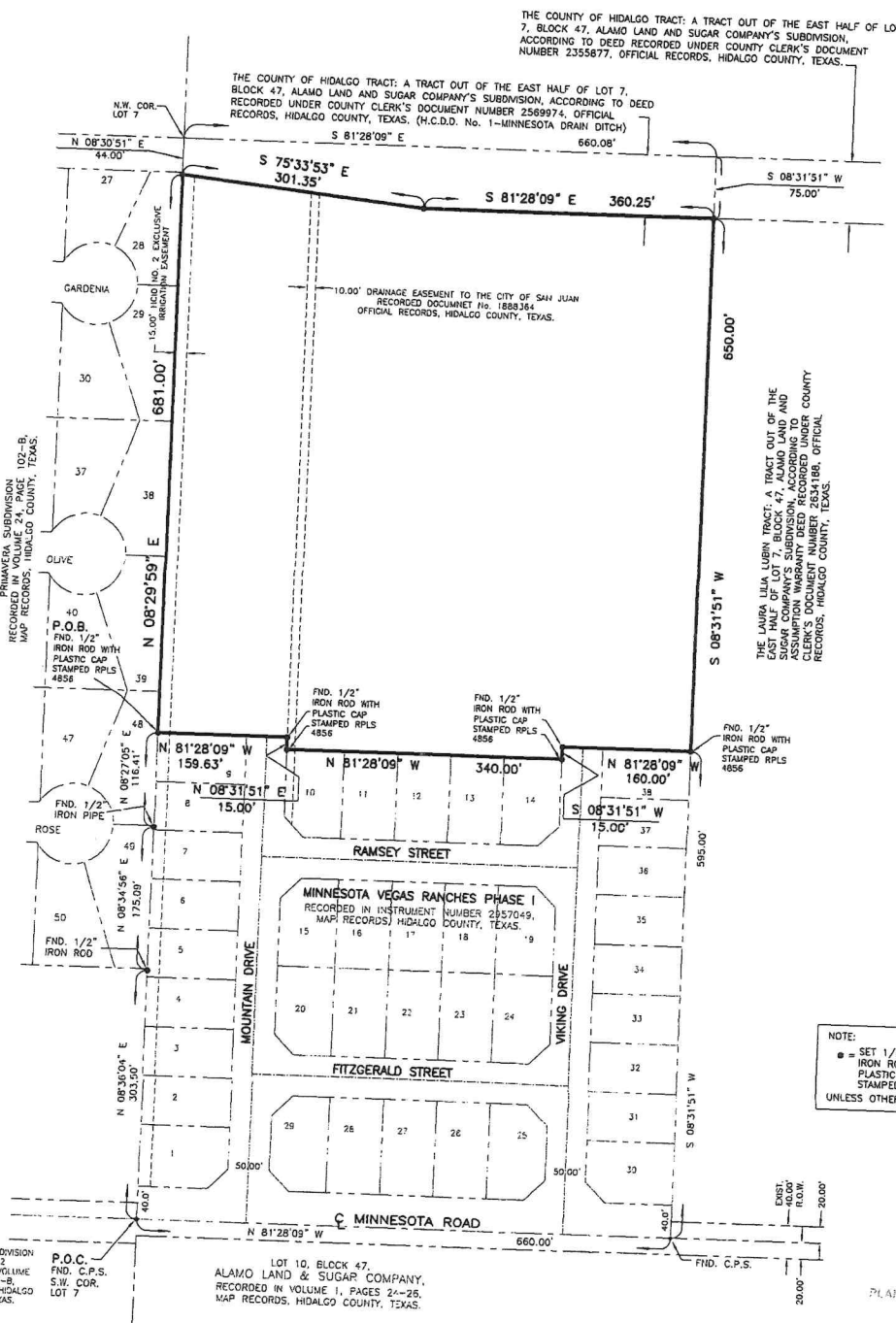
June 24, 2024



LOT 8, BLOCK 47, ALAMO LAND & SUGAR COMPANY, RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS.

PRIMAVERA SUBDIVISION UNIT NO. 2, RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS.

PRIMAVERA SUBDIVISION UNIT NO. 2, RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS.



NOTE:
• = SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED.

RECEIVED

JUL 01 2024

PLANNING DEPARTMENT

NOTE:
THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

FLOOD ZONE DESIGNATION: ZONE "AH"
AREAS OF 100-YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET; BASE FLOOD ELEVATIONS ARE SHOWN, BUT NO FLOOD HAZARD FACTORS ARE DETERMINED.
BASE FLOOD ELEVATION=100.00
COMMUNITY-PANEL No. 480334 0425 C
EFFECTIVE DATE: NOVEMBER 16, 1982

BEARINGS ARE IN ACCORDANCE WITH MINNESOTA VEGAS RANCHES PHASE I, RECORDED IN INSTRUMENT NUMBER 2957049, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION. THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY VISIBLE ENCROACHMENTS, OR ANY VISIBLE OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

PLAT SHOWING

A 10.07 ACRE TRACT OF LAND OUT OF THE WEST HALF OF LOT 7, BLOCK 47, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2835655, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS

124 E. STUBBS ST.

EDINBURG, TEXAS 78539

REGISTRATION NUMBER F-1513

ENGINEERING REGISTRATION NUMBER F-1513

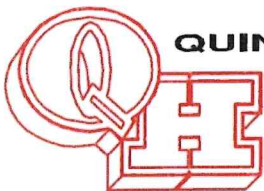
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS

PHONE 956-381-6480

FAX 956-381-0527

ALFONSO@QHA-ENG.COM



Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S. Eulalio Ramirez, P.E.
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-0527

METES AND BOUNDS

A 10.07 ACRE TRACT OF LAND OUT OF THE WEST HALF OF LOT 7, BLOCK 47, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2835655, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND ON THE WEST LINE OF LOT 7, THE EAST LINE OF PRIMAVERA SUBDIVISION (RECORDED IN VOLUME 24, PAGE 102-B, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHWEST CORNER OF MINNESOTA VEGAS RANCHES PHASE I (RECORDED IN INSTRUMENT NUMBER 2957049, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS N 08°36'04" E, 303.50 FEET, N 08°34'56" E, 175.09 FEET, AND N 08°27'05" E, 116.41 FEET FROM THE SOUTHWEST CORNER OF LOT 7.

THENCE; N 08°29'59" E (MAP RECORD: N 08°31'51" E), ALONG THE WEST LINE OF LOT 7 AND THE EAST LINE OF PRIMAVERA SUBDIVISION, A DISTANCE OF 681.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THE COUNTY OF HIDALGO TRACT (A 1.03 ACRE TRACT OUT OF LAND OUT OF LOT 7, BLOCK 47, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO RIGHT OF WAY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2569974, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 75°33'53" E, ALONG THE SOUTH LINE OF THE COUNTY OF HIDALGO TRACT, A DISTANCE OF 301.35 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 81°28'09" E, ALONG THE SOUTH LINE OF THE COUNTY OF HIDALGO TRACT, A DISTANCE OF 360.25 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF THE LAURA LILIA LUBIN TRACT (AN 18.864 TRACT OF LAND OUT OF THE EAST HALF OF LOT 7, BLOCK 47, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, ACCORDING TO ASSUMPTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2634188, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°51" W, ALONG THE WEST LINE OF THE LAURA LILIA LUBIN TRACT, A DISTANCE OF 650.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR THE NORTHEAST CORNER OF MINNESOTA VEGAS RANCHES PHASE I AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE NORTH LINE OF MINNESOTA VEGAS RANCHES PHASE I, A DISTANCE OF 160.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 08°31'51" W, ALONG THE NORTH LINE OF MINNESOTA VEGAS RANCHES PHASE I, A DISTANCE OF 15.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE NORTH LINE OF MINNESOTA VEGAS RANCHES PHASE I, A DISTANCE OF 340.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 08°31'51" E, ALONG THE NORTH LINE OF MINNESOTA VEGAS RANCHES PHASE I, A DISTANCE OF 15.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 81°28'09" W, ALONG THE NORTH LINE OF MINNESOTA VEGAS RANCHES PHASE I, A DISTANCE OF 159.63 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.07 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH MINNESOTA VEGAS RANCHES PHASE I, RECORDED IN INSTRUMENT NUMBER 2957049, MAP RECORDS, HIDALGO COUNTY, TEXAS.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: JUNE 24, 2024



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



SUBCHAPTER D. RELEASE OF AREA BY PETITION OF LANDOWNER OR RESIDENT FROM
EXTRATERRITORIAL JURISDICTION

Sec. 42.101. APPLICABILITY. This subchapter does not apply to an area located:

(1) within five miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted;

(2) in an area that was voluntarily annexed into the extraterritorial jurisdiction that is located in a county:

(A) in which the population grew by more than 50 percent from the previous federal decennial census in the federal decennial census conducted in 2020; and

(B) that has a population greater than 240,000;

(3) within the portion of the extraterritorial jurisdiction of a municipality with a population of more than 1.4 million that is:

(A) within 15 miles of the boundary of a military base, as defined by Section 43.0117, at which an active training program is conducted; and

(B) in a county with a population of more than two million;

(4) in an area designated as an industrial district under Section 42.044; or

(5) in an area subject to a strategic partnership agreement entered into under Section 43.0751.

Added by Acts 2023, 88th Leg., R.S., Ch. 106 (S.B. 2038), Sec. 1, eff. September 1, 2023.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 10, 2024

Consider Authorizing the City Manager to Approve and Sign a Letter of Intent with Siddons-Martin Emergency Group, a State Contract Vendor Under the Buy Board Program, for a 2027 Pierce Enforcer 107 Ascendant Single Axle Ladder, for the Amount of \$1,662,972.00. [Tirso Garza, Fire Chief]

STAFF COMMENTS AND RECOMMENDATIONS:

The Fire Department is requesting Approval to Sign a Letter of Intent with Siddons-Martin Emergency Group, a State Contract Vendor Under the Buy Board Program (Contract #651-21), for a 2027 Pierce Enforcer 107 Ascendant Single Axle Ladder, for the amount of \$1,662,972.00. The purchase price shall include all vehicle components and NFPA 1900 equipment as detailed in the Letter of Intent. The design of this Pierce Enforcer 107 Ascendant Single Axle Ladder will take approximately 40 to 43 months to build. Therefore, the interest rates are subject to change to the current market rate at the time of purchase. This document is not a binding commitment.

This Letter of Intent has been reviewed and approved by City Counsel.

RECOMMENDATION:

Authorize the City Manager to Approve and Sign a Letter of Intent with Siddons-Martin Emergency Group, a State Contract Vendor Under the Buy Board Program, for a 2027 Pierce Enforcer 107 Ascendant Single Axle Ladder, for the amount of \$1,662,972.00.

PREPARED BY:

Tirso Garza, Fire
Chief

APPROVED BY:

Benjamin Arjona, City
Manager

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890



September 6, 2024

Tirso Garza, Fire Chief
San Juan Fire Department
707 South Nebraska Avenue
San Juan, TX 78589

Proposal For: One (1) Pierce Enforcer Ascendant Single Axle Ladder (ASL)

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to San Juan Fire Department. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB San Juan Fire Department and training on operation and use of the apparatus.

Description	Amount	
Bid 1135: One (1) Pierce Enforcer Ascendant Single Axle Ladder (ASL)		
(Unit Price - \$1,686,295.00)		
Delivery within 40-43 months of order date		
QUOTE # - SMEG-0008212-1		
	Vehicle Price	\$1,686,295.00
	Pricing Level Discount	(\$24,823.00)
	Bid 1135: UNIT TOTAL	\$1,661,472.00
	SUB TOTAL	\$1,661,472.00
	BuyBoard 651-21 (FIRE)	\$1,500.00
	TOTAL	\$1,662,972.00

Price guaranteed until 10/31/2024

Additional: This proposal is valid for Pierce Manufacturing Bid 1135. Pricing Level Discount requires purchase prior to November1, 2024. Bid 1135 includes one (1) approval visit for three (3) San Juan Fire Department personnel and one (1) final inspection visit for three (3) San Juan Fire Department personnel. Bid 1135 also includes four (4) consecutive days of aerial device training from Pierce Manufacturing at San Juan, Texas and four (4) consecutive days of apparatus training from Siddons-Martin Emergency Group at San Juan, Texas.

BuyBoard Contract: 651-21

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order without any cancellation fees incurred.

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon delivery of the apparatus from the factory and acceptance of apparatus by customer at customer's site.

Cancellation: Customer may cancel or terminate this agreement prior to the actual delivery of the apparatus to the customer's site location without any fees incurred for such cancellation.

Commitment of Current Revenues Only: In the event that, during any term hereof, the Customer does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon (30) days' written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Parties. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC or the customer unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC and the customer.

Sincerely,

Don Hoyt

Don Hoyt

I, _____, the authorized representative of San Juan Fire Department, agree to the terms of this proposal.

Signature & Date

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 10, 2024

Discussion and Consideration to Award RFB NO. 24-012-09-05 City of San Juan Water Treatment Plant Additional Garage to the Lowest Responsive Bidder and Authorize the City Manager to Execute all Related Documents. [Lori A. Maldonado, Purchasing Agent]

STAFF COMMENTS AND RECOMMENDATIONS:

On Wednesday, August 21, 2024 and Wednesday, August 28, 2024, Staff Solicited for Proposals in The Advance News Journal for RFB NO. 24-012-09-05 City of San Juan Water Treatment Plant Additional Garage. On August 26, 2024, a Pre-Bid Conference was held with a Bid Opening held on September 5, 2024. A total of three proposals were submitted by the following contractors:

RE BERIT
RIVER LINE CONTRACTING
GO UNDERGROUND, LLC

RECOMMENDATION:

TRIMAD recommends RE Berit be awarded said project and deemed them as the lowest bidder in the amount of \$90,758.00 and \$1,950.00 for the alternative.

PREPARED BY:

Lori Maldonado,
Purchasing Agent

APPROVED BY:

Benjamin Arjona, City
Manager



1803 MOZELLE STREET
PHARR, TEXAS 78577
TEXAS REGISTERED ENGINEERING
FIRM NUMBER F-18526

September 06, 2024

Juan Carlos Martinez
Public Utilities Director
City of San Juan
512 S. Nebraska Ave.
San Juan, Texas 78589

SUBJECT: City of San Juan Water Treatment Plant Additional Garage
Bid No. 24-012-09-05
Bid Tabulation Results

Dear Mr. Martinez,

TRIMAD has reviewed all bids as submitted by contractors for the above-mentioned project. Three contractors submitted a competitive bid on the project (RE Berit, Riverline Contracting, and Go Underground, LLC). Enclosed please find sealed and signed bid tabs, and verification reference check letters. TRIMAD's opinion of probable construction cost submitted to San Juan was \$74,915.00 for the project.

After evaluation of the submitted bids, TRIMAD found that RE Berit to be the lowest bidder. There was no discrepancy on the bid submitted by RE Berit.

TRIMAD hereby recommends RE Berit to be awarded the said project and deemed them as the lowest bidder in the amount of \$90,758.00 and \$1,950.00 for the alternative.

If you have any questions, please contact our office.

Sincerely,
Trimad Consultants, L.L.C.
Firm Number F-18526

A handwritten signature in blue ink that reads "Ricardo Salazar".

Ricardo Salazar, P.E.
President

Attachment 1

BID TABULATION



BID NO.
RFB No. 24-012-09-05

PROJECT ENGINEER:
Ricardo Salazar, P.E.

**BID TABULATION
CITY OF SAN JUAN
WATER TREATMENT PLANT ADDITIONAL GARAGE**

PROJECT
ENG.24.008

PREPARED BY:
Jose Perez

DATE PREPARED
9/5/2024

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	RE BERIT		RIVERLINE CONTRACTING		GO UNDERGROUND, LLC	
					UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID
1	01574, 01577	Erosion and Sedimentation Control	LS	1	\$ 2,781.00	\$ 2,781.00	\$ 1,000.00	\$ 1,000.00	\$ 8,000.00	\$ 8,000.00
2		Excavation of 40x40 concrete (3500psi) materials and rebar as per plans and specifications; pest control barrier. Included in all work needed for footings, anchors, barrier for condensation, paint required for protection of steel frame and building, saw-cut joints, and concrete finishing to be determined by Owner.	LS	1	\$ 17,181.00	\$ 17,181.00	\$ 38,236.00	\$ 38,236.00	\$ 49,580.00	\$ 49,580.00
3	02221	Construction of Hurricane Rated 15' (h) x 20' (w) roll-up, spring-loaded doors of White Construction in color; outside hollow steel door with frame and hardware; entrance door constructed of aluminum and shatterproof glass (commercial grade); compete in place with all hardware.	LS	1	\$ 7,780.00	\$ 7,780.00			\$ 8,500.00	\$ 8,500.00
4	05500	Construction of Metal Building 40' x 40' to a height specified on plans. All metal panels and roof panels shall be provided as per plans and specifications. Pre-fabricated building and design by Manufacturer is included in the bid and is the responsibility of the Contractor. Colors of panels, trim, etc. to be determined by the Owner prior to construction. Rain gutters with downspouts are included in the bid. Price included concrete pad, finishing, and joints as per plans and specifications.	LS	1	\$ 47,241.00	\$ 47,241.00	\$ 58,569.00	\$ 58,569.00	\$ 45,000.00	\$ 45,000.00
5	02771	All driveways constructed of concrete as per plans and specifications, complete in place.	LS	1	\$ 1,000.00	\$ 1,000.00			\$ 25,000.00	\$ 25,000.00
6		Spray in Insulation of R21 or better, constructed of Polyethylene or approved equal in the inner walls and ceiling of the pre-fabricated metal building; then spray painted with primer and black color, complete in place.	LS	1	\$ 9,775.00	\$ 9,775.00	\$ 9,630.00	\$ 9,630.00	\$ 15,000.00	\$ 15,000.00
7	01020	Mobilization and Demobilization	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 32,451.00	\$ 32,451.00	\$ 8,000.00	\$ 8,000.00
TOTAL BID AMOUNT						90,758.00		139,886.00		159,080.00

SIDEWALK ALTERNATIVE

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	RE BERIT		RIVERLINE CONTRACTING		GO UNDERGROUND, LLC	
					UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID	UNIT BID PRICE	AMOUNT BID
1	02771	Concrete Sidewalk (5')	SY	106	\$ 18.39	\$ 1,950.00	\$ 71.79	\$ 7,610.00	\$ 80.00	\$ 8,480.00
TOTAL BID AMOUNT						1,950.00		7,610.00		8,480.00



Ricardo Salazar, P.E.
Project Engineer
9/6/2024
Date

CITY OF SAN JUAN

WATER PLANT ADDITIONAL GARAGE

CONTRACT DOCUMENT & TECHNICAL SPECIFICATIONS

PROJECT NO. 24-012-09-05

**CONFORM SET
FOR BIDDING**

CITY COMMISSION

MARIO GARZA
Mayor

MARCO “MARKIE” VILLEGAS
Mayor Pro-Tem

ERNESTO “NETO” GUAJARDO
Commissioner

JESUS “JESSE” RAMIREZ
Commissioner

ADINA “DINA” SANTILLAN
Commissioner

BENJAMIN ARJONA
City Manager

AUGUST 2024



100% Submittal

TBPE Firm # F-18526

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CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
PROJECT NO. 24-012-09-05

DESIGN ENGINEER



Ricardo Salazar, P.E.
Trimad Consultants, L.L.C.
1803 Mozelle St. Pharr, TX 78577
TBPE Firm No. F-18526

Division 1
Division 2
Division 3

DESIGN ENGINEER



Wesley Richard LeFevre, P.E.
LeFevre Engineering, P.L.L.C.
818 Mansfield Dr Unit 182
Port Mansfield, TX 78598
TBPE Firm No. F-23093

Division 5
Division 9

DIVISION 0 – GENERAL CONDITIONS

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CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
PROJECT NO. 24-012-09-05

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CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
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**SECTION 00110
NOTICE TO BIDDERS**

PART 1 – GENERAL

1.01 NOTICE TO BIDDERS

The City of San Juan is seeking sealed bids; hereinafter referred to as RFB's to be received by Lori A. Maldonado, Purchasing Agent, at the City of San Juan City Hall, located at 512 S. Nebraska Avenue., San Juan, Texas 78589. City of San Juan's normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFB'S will be received until **3:00 P.M. Central Time**, on **Thursday, September 5, 2024**, shortly thereafter all submitted RFB'S will be gathered and taken to the City's Conference Room, to be publicly opened and read aloud. Any RFB's received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFB's submitted shall have sufficient time to be received by the City prior to the RFB opening date and time. The receiving time at the City Hall Front Desk will be the governing time for acceptability of the RFB's. RFB's will not be accepted by telephone or facsimile machine. All RFB'S must bear original signatures and figures. The RFB shall be for:

**CITY OF SAN JUAN (RFB # 24-012-09-05)
WATER PLANT ADDITIONAL GARAGE**

"NOTICE TO BIDDERS" and/or **"REQUEST FOR BIDS"** notice via e-mail, fax, or reading same in the newspaper are advised that the solicitation documents may obtain copies of the same by submitting a non-refundable check for the amount of \$75.00 to Trimad Consultants located at 1803 Mozelle St., Pharr, Texas 78577 or by calling (956) 688-8860 or by e-mailing your request to jperez@trimadstx.com

The City of San Juan reserves the right to refuse and reject any or all bids, and to waive any or all formalities or technicalities and to accept the bid to be the best and most advantageous to the City and hold the bids for a period of **ninety (90) days** without taking action.

A Pre-Bid Conference will be held on **Monday, August 26, 2024, at 10:00 a.m.** All Prospective bidders are encouraged to attend.

RFB's must be submitted in an envelope, sealed, and prominently marked on the lower left-hand corner of the envelope with corresponding RFB number and title. The RFB should be accompanied by five (5) percent (%) bid bond or certified cashiers' check without payable recourse to the City of San Juan for the total bid amount.

Hand Delivered, Land Courier, or Mailed RFB's: City of San Juan,
C/O Lori A. Maldonado, Purchasing Agent
512 S. Nebraska Avenue
San Juan, Texas 78589

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00110-1
NOTICE TO BIDDERS

Please read your requirements thoroughly and be sure that the RFB offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point-by-point basis, attached to and made a part of your RFB. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

END OF SECTION

**SECTION 00180
BIDDER'S QUALIFICATIONS**

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This section contains the bidder's qualifications for the project.

1.02 DEFINITIONS

- A. Refer to Section 00700.

1.03 BIDDER'S EXPERIENCE

- A. Bidder shall have experience, human resources, and access to equipment necessary for performing the project work. In addition, it is required that a minimum of 60% of the project be completed by the bidder's own workforce.
- B. Bidder shall have performed substantially the same type of work as is required in the project in its prior work performance.
- C. The successful bidder shall appoint a "competent person" of the company to be full time supervisor or superintendent at the site. The competent person must be available at all times during the pendency of the project and must be available during "off-hours".

1.04 STATEMENT OF QUALIFICATIONS AND OWNER'S REVIEW

- A. Bidder shall submit on the form furnished in this section for that purpose, a Statement of Bidder's Qualifications. The Owner shall have the right to take such steps or perform such investigations as it deems necessary to determine the ability of the bidder to perform the obligations under this Contract, and the bidder shall furnish any and all information or data requested for this purpose. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the owner such bidder is properly qualified to carry out the obligations of the contract and complete the work contemplated therein. Conditional bids will not be accepted.

1.05 STATEMENT OF QUALIFICATIONS FORM

Date: 9/03, 2024

Proposal of Roei Moreno Jr. (hereinafter called
"Bidder" a RE Berit (Corporation, Partnership, LLC, LLP, etc.)
organized and existing under the laws of the State of Texas.

To the City of San Juan (hereinafter called "Owner")

Gentlemen:

The Bidder is in compliance with Bidder's Qualifications Section(s) of the specifications for the **City of San Juan Water Plant Additional Garage**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all conditions surrounding the construction of the proposed project, hereby submits the following:

1.06 STATEMENT OF QUALIFICATIONS

- A. Years of experience in similar types of projects
- B. Work on similar types of projects: Provide a minimum of four (4) similar types of projects within the following information: Project Name, Location, Type or Description of Work, Construction Cost, Reference Name and Phone Number
- C. Name and full time superintendent and experience resume
- D. Number of employees of the bidder that will be working on the project
- E. Name of Subcontractors: Provide names of subcontractors for this project with the following information: Name, Location and Experience.
- F. Provide information of available equipment.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00180-2
BIDDER'S QUALIFICATIONS

**SECTION 00210
INSTRUCTIONS TO BIDDERS**

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This section contains the instructions to bidders for the project.

1.02 DEFINITIONS

- A. Refer to Section 00700

1.03 DOCUMENTS

- A. Contract documents, including Drawings and Specifications are provided by submitting a nonrefundable check for the amount of \$75.00 to Trimad Consultants, LLC located at 1803 Mozelle St., Pharr, Texas 78577 or by calling (956) 688-8860 or by emailing your request to jperez@trimadstx.com.
- B. Bidder should thoroughly examine and become familiar with the Bid Solicitation/Contract Documents, including, but not limited to, the plans, specifications, and any issued addendum(s). By execution of the Contract, the Bidder (Contractor) shall be responsible for any and all obligations under the Contract and failure by Contractor to become acquainted with the Contract Documents will not relieve Contractor from such obligations.

1.04 ADDENDA AND INTERPRETATIONS

- A. No interpretations of the meaning of plans, specifications, or other bid solicitation documents will be made orally to any bidder. Every request for such interpretation should be emailed to lmaldonado@sjtx.com and must be received at least five (5) days prior to the date fixed for opening of bids to be given consideration. Any and all such interpretations and any supplemental information will be in the form of written addenda to the specifications which, if issued, will be sent via facsimile, mailed by regular mail, and/or emailed. All addenda shall be posted on our website and emailed to the respective bidder no later than two (2) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the contract documents.

1.05 NOTICES

- A. The City of San Juan (Owner) reserves the right to accept or reject bids submitted waive formalities in bidding, accept the bid deemed most advantageous to the City of San Juan.
- B. Bids may be held by the Owner for a period not to exceed ninety (90) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.
- C. The Owner is an Affirmative Action and Equal Opportunity Employer.

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00210-1
INSTRUCTION TO BIDDERS

- D. Small and Minority Firms are encouraged to submit bids for this project.

1.06 PREPARATION OF BID AND USE OF SEPARATE BID FORMS:

- A. These Contract and Specifications includes a complete set of bidding forms which are for the convenience of the bidders. Bid forms furnished in this document shall be copied by the bidder and should be filled in and submitted with all values completed in ink.
- B. The use of Subcontractors is allowed; however, the bidder is specifically advised that any person, firm, or other party to whom it is to award a subcontract under this contract must be acceptable to the owner.

1.07 MODIFICATION

- A. Bidder shall modify bid by fax or other method at any time prior to the scheduled closing time for receipt of bids.

1.08 METHOD OF BIDDING (UNIT PRICES) WHERE APPLICABLE:

- A. The unit prices for each of the several items in the proposal of each bidder shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to the requirement may be rejected as informal. The special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increases or decreases in quantities, nor extra compensation allowed, provided the monetary value of all such additive and subtractive changes in quantities of such items for work (i.e. difference in cost) shall not increase or decrease the original contract price by more than twenty-five (25%) percent, except for work not covered in the drawings and technical specifications and Standard General Conditions for Construction Contract of agreement.

1.09 AWARDING OF CONTRACT

- A. This project will be awarded to the best qualified contractor that provides the lowest responsible base bid including alternated selected to be within budget.
- B. Bidders must include all deductive and alternative bid pricing, as specified.
- C. Incomplete Bids will not be considered.
- D. If there is discrepancy between price quoted by written words or figures, the price quoted by words will govern.

1.10 SELECTION

- A. Selection shall be based on the responsible offeror whose proposal is determined to be the most advantageous to the City of San Juan considering the relative importance of evaluation factors included in this RFP.
- B. The City shall select the offeror the best value for the City based on the published section criteria and on its ranking evaluation. The City shall first attempt to negotiate the contract with the selected offeror. The City and its engineer or architect may discuss with the selected offeror

options for a scope or time modification and any price change associated with the modification. If the City is unable to negotiate a contract with the selected offeror, the City shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until contract is reached or all proposals are rejected.

- C. In determining the best value for the City, the City is not restricted to considering the price alone but may consider any other factor stated in the selected criteria.
- D. Bidders must include all allowances, deductive, add, and/or alternative bid pricing as specified.
- E. A Proposal will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate proposals, additions, or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonable expected values), or irregularities of any kind.

1.11 BID SECURITY

- A. Each bidder shall furnish a bid guarantee equivalent to five (5) percent (%) of the bid price (Water Code 17.183) by certified check, certified cashier's check, or a bid bond. If a bid bond is provided, the Contractor shall utilize a surety company which is authorized to do business in Texas in accordance with Surety Bonds and Related Instruments, Chapter 3503 of the Insurance Code.
- B. Such certified checks, cashier's checks, or bid bonds will be returned to all except the three lowest bidders within five (5) days after the opening of the bids, and the remaining certified checks, cashier's checks, and bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract or if no award has been made, within ninety (90) days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.
- C. Liquidated damages for failure to enter this contract: The successful bidder, upon his failure or refusal to execute and deliver the contract and insurance certificates required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

1.12 PROJECT BONDING

- A. On all contracts that will equal to or exceed \$100,000.00, the performance bond and the payment bond must be provided from a surety that is licensed in the State of Texas.
- B. In the event that the contract amount total(s) \$50,000 or less, the successful contractor has the option to enter into a single payment with the City of San Juan in lieu of a Performance Bond, provided that no money shall be paid to the contractor until completion of the work by the contractor and acceptance of same by the City of San Juan. In the event that the total amount bid is \$25,000 or less, the successful contractor has the option to enter into a single payment contract with the City of San Juan in lieu of a Payment and Performance Bond(s).
- C. Required performance bond must be written in the amount of 100% of the Contract amount.

- D. Required payment bond must be written in the amount of 100% of the Contract amount.
- E. All project(s) stemming from this contract will require a warranty on maintenance and defects to begin at acceptance of the project(s) and for the duration of a minimum of one (1) year unless otherwise noted for a longer term.

1.13 TIME OF COMPLETION AND LIQUIDATED DAMAGES:

- A. Bidder must agree to commence work within **ten (10) days** of the written "Notice to Proceed" from the Owner and to complete the project within **One Hundred Twenty (120) calendar days** thereafter.
- B. Bidder must agree also to pay as liquidated damages the sum of **Five Hundred and Fifty Dollars (\$550) dollars** per day for each consecutive calendar day thereafter as provided in the general conditions.

1.14 CONDITIONS OF WORK:

- A. Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other Contractor.

1.15 INSPECTION OF SITE:

- A. Bidder should visit the site(s) of the proposed work and become fully acquainted with the existing conditions of the site and facilities involved, with a special consideration to the difficulties and restrictions attending the performance of the Contract.

1.16 PAYMENT REQUESTS

- A. Contractor shall be expected to invoice the City of San Juan, at the awarded unit price(s), on a per project basis for completed items. All invoices shall reflect appropriate Purchase Order Number(s) as designated by the Purchasing Department.
 - a. Contractor shall be expected to state on the request for payment (invoice) the Purchase Order Number, Project Number, Title of Project, the date(s) work was performed, the proper address where the work was performed, the type of work performed (line-item descriptions), the quantity of work as per unit of measure, the unit price, and extended cost.

1.17 CHAPTER 2252.12 TEXAS GOVERNMENT CODE

TEXAS GOVERNMENT CODE CHAPTER 2252.152 CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS IN IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED

- A. In accordance with Chapter 2252.152 of the Texas Government Code, Bidder is to acknowledge that Bidder does not engage in business with Iran, Sudan or any foreign terrorist organization and Bidder is not listed by the Texas Comptroller as a terrorist organization.

1.18 CHAPTER 2270 TEXAS GOVERNMENT CODE

TEXAS GOVERNMENT CODE CHAPTER 2270 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

- A. "In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract.

Sample wording: "Bidder hereby Acknowledges the Prohibition of Contracts with Foreign Terrorist Organizations and with the Boycotting of Israel. The signatory executing this contract of behalf of the company hereby verifies that the company is not on the Texas Comptroller's list of terrorist organizations, is not engaged in the business with Iran, Sudan or any foreign terrorist organization and will not boycott Israel throughout the term of this contract." (To be submitted on company letterhead with authorized signor(s) signature(s)).

END OF SECTION

**SECTION 00300
BID PROPOSAL FORM**

**CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
PROJECT NO. 24-012-09-05**

BID OPENING: SEPTEMBER 5, 2024 AT 3:00 P.M, CT.

TO: OWNER (CITY OF SAN JUAN)

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

It is further agreed that quantities of work to done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the contemplated, and that quantities of work, whether increased or decreased are to be performed at the unit price set forth below or as provided in the Specifications.

It is further agreed that the lump sum prices may be increased to cover additional work ordered by the Engineer and approved by the Owner, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood that the Owner reserves the right to reject any and all bids.

Bidders are revised that Formal Sealed Bids are to be submitted at the Purchasing Department of San Juan City Hall. As previously instructed via Invitation, Notice to Bidders, Instructions to Bidders, and at the Pre-Bid Conference, Bidders can go online to the City of San Juan web site address: www.sjtx.us to download any and all related project documents, or may contain copies of same by contacting the office of Lori A. Maldonado, Purchasing Agent. Located at 512 S. Nebraska Avenue., San Juan, Texas 78589 or by calling (956) 223-2204 or by emailing your request to lmaldonado@sjtx.us. Kindly submit your **Bid** Submittal to the Purchasing Department of San Juan City Hall on or before the Bid Opening date and time.

Accompanying this proposal is a five (5) percent (%) of the bid price by certified check, or cashier's check or bid bond payable to the City of San Juan.

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00300-1
BID PROPOSAL FORM

**SECTION 00300
BID PROPOSAL FORM**

**CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
PROJECT NO. 24-012-09-05**

BID OPENING: SEPTEMBER 5, 2024 AT 3:00 P.M, CT.

TO: OWNER (CITY OF SAN JUAN)

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It is further agreed that quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the contemplated, and that quantities of work, whether increased or decreased are to be performed at the unit price set forth below or as provided in the Specifications.

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It is understood that the Owner reserves the right to reject any and all bids.

Bidders are advised that Formal Sealed Bids are to be submitted at the Purchasing Department of San Juan City Hall. As previously instructed via Invitation, Notice to Bidders, Instructions to Bidders, and at the Pre-Bid Conference, Bidders can go online to the City of San Juan web site address: www.sjtx.us to download any and all related project documents, or may contain copies of same by contacting the office of Lori A. Maldonado, Purchasing Agent. Located at 512 S. Nebraska Avenue., San Juan, Texas 78589 or by calling (956) 223-2204 or by emailing your request to lmaldonado@sjtx.us. Kindly submit your **Bid** Submittal to the Purchasing Department of San Juan City Hall on or before the Bid Opening date and time.

Accompanying this proposal is a five (5) percent (%) of the bid price by certified check, or cashier's check or bid bond payable to the City of San Juan.

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00300-1
BID PROPOSAL FORM

BID PROPOSAL

The bid security accompanying shall be returned to the bidder, unless in case of the acceptance of the proposal, the bidder shall fail to execute a Contract and file a performance and payment bond within ten (10) days after its acceptance, in which case the bid security shall become the property of the City of San Juan and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the bidder.

ENGINEER'S/ARCHITECT ESTIMATE OF QUANTITIES – APPROXIMATELY ONLY

Bidder agrees to perform all work described in the specifications and shown on the plans, for the following price or prices:

TABLE 1 BID ITEMS:

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
1	01574, 01577	Erosion and Sedimentation Control	LS	1		2.781
2		Excavation of 40x40 concrete (3500psi) materials and rebar as per plans and specifications; pest control barrier. Included in all work needed for footings, anchors, barrier for condensation, paint required for protection of steel frame and building, saw-cut joints, and concrete finishing to be determined by Owner.	LS	1		17.181
3	02221	Construction of Hurricane Rated 15' (h) x 20' (w) roll-up, spring-loaded doors of White Construction in color; outside hollow steel door with frame and hardware; entrance door constructed of aluminum and shatterproof glass (commercial grade); compete in place with all hardware.	LS	1		7.780
4	05500	Construction of Metal Building 40' x 40' to a height specified on plans. All metal panels and roof panels shall be provided as per plans and specifications. Pre-fabricated building and design by Manufacturer is included in the bid and is the	LS	1		47.241

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00300-2
BID PROPOSAL FORM

		responsibility of the Contractor. Colors of panels, trim, etc. to be determined by the Owner prior to construction. Rain gutters with downspouts are included in the bid. Price included concrete pad, finishing, and joints as per plans and specifications.				
5	02771	All driveways constructed of concrete as per plans and specifications, complete in place.	LS	1		1,000
6		Spray in Insulation of R21 or better, constructed of Polyethylene or approved equal in the inner walls and ceiling of the pre-fabricated metal building; then spray painted with primer and black color, complete in place.	LS	1		9.775
7	01020	Mobilization and Demobilization	LS	1		5,000

BID ITEMS (1-7) – BASE BID: \$ 90,758 (IN FIGURES)

TABLE 2 SIDEWALK ALTERNATE BID ITEMS:

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
1	02771	Concrete Sidewalk (5')	SY	106	18.39	1,950

BID ITEMS (1) – SIDEWALK ALTERNATE BASE BID: \$ 1,950 (IN FIGURES)

SUMMARY BID TABULATION

TABLE 1 – BID ITEMS 1-7

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00300-3
BID PROPOSAL FORM

TOTAL AMOUNT OF BID (ITEMS 1-7) \$ 90,758

TOTAL AMOUNT OF BID (ITEMS 1-7 WRITTEN): Nitty thousand seven
hundred fifty eight

TABLE 2 – SIDEWALK ALTERNATE BID ITEMS 1

TOTAL AMOUNT OF BID (ITEMS 1) \$ 1950

TOTAL AMOUNT OF BID (ITEMS 1 WRITTEN) One thousand nine
hundred fifty

In the event of the award of a Contract to the undersigned, the undersigned will furnish a performance and payment bond for the full amount of the Contract, to secure proper compliance with the terms and provisions of the Contract, to insure and guarantee payment of all lawful claims for performed labor performed and materials furnished in the fulfillment of this Contract. The proposed work to be done shall be accepted when fully completed and finished in accordance with the Plan and Specifications to the satisfaction of the Engineer.

The undersigned certifies that the bid prices contained in this Proposal have been carefully checked and are submitted as correct and final.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing for receiving bids.

Unit and lump sum prices must be shown in figures for each item listed in the Bid Proposal form. Should bid prices on any item be omitted, the right is reserved to apply to the lowest prices submitted by and other bidders for the omitted items in payment for work done under this Proposal. In the event of discrepancies, the Owner reserves the right to accept or reject formalities.

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown on the Specification and Detail sheets.

Bidder hereby agrees to commence work under this contract within **Ten (10) days** after the Notice to Proceed is issued and complete work within **One Hundred Twenty (120) Calendar Days**.

Receipt is hereby acknowledged of the following agenda to the Contract Document.

Addendum No. 1 dated: 9.3.24 Received: 9.3.24

Addendum No. 2 dated: _____ Received: _____

Addendum No. 3 dated: _____ Received: _____

Addendum No. 4 dated: _____ Received: _____

Addendum No. 5 dated: _____

Received: _____

Bidder agrees that the Owner has the right to accept or reject any or all bids to waive any or all formalities.

Date: 9/3/24

Respectfully submitted:



Authorized Signor:

Roel Moreno Jr.

Type/Print Name (Authorized Signor):

Owner

Title:

RE Berit LLC.

Legal Company Name:

1123 Boulder Dr.

Address:

Alamo TX 78516

City, State and Zip Code:

956 - 310 - 8616

Business Phone:

Cell Number:

956 - 310 - 8616

Email Address:

Roel@beritchd.com

(Seal – If bidder is a corporation)

BIDDERS QUALIFICATIONS

BIDDER'S EXPERIENCE

In order to make a responsible Bid, the Bidder or the Bidder's Subcontractor, must provide evidence of a minimum of three (3) successful projects completed in the last five (5) years for each of the criteria listed below:

- **History of working with the City of San Juan**

As provided in the space below, indicate the project name, owner contact name, telephone number, date completed, and attributes of the project. All questions must be answered comprehensively.

Attach additional sheets, as necessary, and include them in the Bid Package.

- **History of working with the City of San Juan within the last five (5) years:**

Project Name / Owner / Contact and Phone No. / Completion Date / Project Description:

1)

2)

3)

**SECTION 00310
BID SUBMITTAL CHECKLIST**

PART 1 – GENERAL

1.01 BID INFORMATION

- A. Bidder:
- B. Prime Contractor:
- C. Project Name: City of San Juan Water Plant Additional Garage
- D. Project Location: San Juan, Texas
- E. Owner: City of San Juan, Mr. Ben Arjona, City Manager
- F. Owner Project Number: 24-012-09-05
- G. Consultant: (DESIGNED Trimad Consultants, LLC)

1.02 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
 - B. **Please submit One (1) Original Hard Copy, One (1) Copy, and One (1) Electronic Copy in a USB.**
 - C. Attach this completed to the outside of the Submittal envelope.
- ☐ Used the Bid Proposal Form provided in the Project Manual
 - ☐ Prepared the Bid Form as required by the Instructions to Bidders (Section 00210)
 - ☐ Attached to the Bid Form: Bid Bond, certified check, OR a certified cashier's check in the amount of five percent (5%) as required (Section 00450) (Section 00300 Pg. 00300-1)
 - ☐ Indicated on all pricing as required, to include Sub-totals & Totals (Section 00300 Pg. 2-4)
 - ☐ Attached to the Bid Form: Bidder Qualifications. (Section 00180 Pg. 1-2)
 - ☐ Indicated on the Bid Form the Addenda received. (Section 00300 Pg. 4)
 - ☐ Signature Page (signed) (Section 00300 Pg. 5)
 - ☐ Bid envelope shows name and address of the Bidder.
 - ☐ Bid envelope shows name of Project Number and Project name being bid.
 - ☐ Bid envelope shows time and day of Bid Opening. (Not Applicable)
 - ☐ Verified that the Bidder can provide executed Performance Bond and Payment Bond. (Labor and Material Bond)
 - ☐ Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

END OF SECTION

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00310-1
BID SUBMITTAL CHECKLIST

**SECTION 00410
AGREEMENT**

STATE OF TEXAS
COUNTY OF HIDALGO

THIS AGREEMENT made and entered into this the ____ day of _____, 202__, by and between **THE CITY OF SAN JUAN** of the State of Texas, acting through Mayor of the City of San Juan thereunto duly authorized to do so, Party of the First Part, hereinafter called OWNER, and _____, Party of the Second Part hereinafter termed CONTRACTOR.

WITNESSETH, that the Contractor and Owner for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK:

The contractor shall under the terms stated in the general conditions furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories shown on the addendum's, drawings as described in the specifications for the following project:

**CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
24-012-09-05**

ARTICLE 2. INSURANCE AND BONDS:

The Contractor, according to the specifications, shall provide Performance and Payment Bonds and Insurance during the duration of the project.

ARTICLE 3: TIME OF COMPLETION:

The owner shall provide a Notice to Proceed in which a date of commencement of the work shall be stated; such commencement date shall be ten (10) days after the date of the notice. The Contractor shall achieve substantial completion of the work within One Hundred Twenty (120) Calendar Days for initial task order after such commencement date (future task orders shall express commencement date & completion date "as needed") and completion within One Hundred Thirty (130) Calendar Days after the substantial completion. The completion date may be extended by approved Change Orders.

If the Contractor fails to complete this contract on the calendar days specified, the time charge will be made for each calendar day thereafter.

The time set forth in the proposal for the completion of the work is an essential element of the contract. For each calendar day in addition to the calendar days herein before stated as extended by the Owner, the amount per day given in the following schedule will be deducted from the money due or to become due to the Contractor not as a penalty, but as an added expense for Engineering/Architectural supervision.

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00410-1
AGREEMENT

ARTICLE 4: SCOPE OF WORK AND CONTRACT SUM:

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the drawing and described in the specifications for the:

PROJECT NO. 24-012-09-05 project entitled **CITY OF SAN JUAN WATER PLANT ADDITIONAL GARAGE** for

the contract amount of _____ (Written
in Words) \$ _____ (Number).

(A) Drawings prepared for same by **Ricardo Salazar, P.E.**

(B) Specifications consisting of:

1. "Standard General Specifications" issued by the CITY OF SAN JUAN and is issued in
the contract documents.
2. The "General Conditions for Engineering/Architectural Construction".
3. Addenda

NO. _____ DATED: _____

NO. _____ DATED: _____

NO. _____ DATED: _____

NO. _____ DATED: _____

ARTICLE 5. AWARD OF CONTRACT

This Agreement is a contract of the services of Construction and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between parties with respect to the project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except in writing signed by Contractor and Owner.

BY SIGNING BELOW, the parties have executed and bound themselves to this Agreement as of the day and year first above written.

CONTRACTOR

By: _____
(Authorized Signature)

(Name – Title)

Date: _____

ATTEST:

By: _____
(Authorized Signature)

(Name – Title)

Date: _____

CITY OF SAN JUAN

By: _____
(Authorized Signature)

(Name – Title)

Date: _____

ATTEST:

By: _____
(Authorized Signature)

(Name – Title)

Date: _____

END OF SECTION

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00410-3
AGREEMENT

**SECTION 00450
BID BOND**

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This section described the standardized bid bond form to be submitted with the bid on the project.

1.02 DEFINITIONS

- A. Refer to Section 00700

1.03 BID BOND FORMS

- A. Bidder is to inset an original bid bond, certified check, or a copy of cashier's check provided for bid bond purposes. Original check is to be submitted along with Bid.

PART 2 – PRODUCT - NOT USED

PART 3 – EXECUTION

- A. Standardized form follows

3.0 GENERAL

- A. Standardized form follows

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned
_____(Contractor)_____
as Principal, and _____(Surety), are hereby held and firmly bound
unto the CITY OF SAN JUAN as OWNER in the penal sum of (5% of bid amount) for the payment of
which sum, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and
assigns.

Signed, this _____ day of _____, 202__.
(day) (month)

The Condition of the above obligation is such that whereas the Principal has submitted to **CITY OF SAN JUAN** a certain BID, attached hereto and hereby made a part hereof to enter a contract in writing for the construction:

**CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
PROJECT NO. 24-012-09-05**

NOW, THEREFORE,

- A) If said BID shall be rejected, or in the alternate.
- B) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said BID then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulated, and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Principal)

(Witness)

(Title)

(Surety)

(Witness)

(By: Attorney-in-Fact)

IMPORTANT – Surety companies executing BONDS must be authorized to transact business in the State where the project is located.

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00450-2
BID BOND

END OF SECTION

**SECTION 00510
NOTICE OF AWARD**

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This section described the standardized Notice of Award form for use in the project.

1.02 DEFINITIONS

- A. Refer to Section 00700

PART 2 – NOT USED

PART 3 – EXECUTION

- A. Standardized form follows

3.01 GENERAL

- A. Standardized form follows

NOTICE OF AWARD

Date:
Company Name:
Contractor:
Address:
Email Address:

**RE: CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
PROJECT NO. 24-012-09-05**

Mr/s. _____,

This letter serves to officially inform you that the City Commission, at their meeting of _____ (month) _____ (day) _____, 202__, Item No. _____ awarded your company the above referenced Construction Contract in the amount of \$ _____ Dollars and _____ Cents.

Attached, please find five (5) sets of contracts for execution. Signed contract documents and insurances must be submitted to the undersigned within ten (10) days of notification/receipt of this letter. Required insurance(s) shall remain active for the duration of the contract period.

Properly executed Payment and Performance Bonds shall be required and in strict accordance as outlined with the Instruction to Bidders.

Contract documents must be as follows:

1. Five (5) original construction contracts must be submitted with the correct contractor's legal name as registered with the Secretary of State.
2. The parties to the construction cost must be the City of San Juan acting through its City Commission and the contractor's legal name.
3. Performance and Payment Bonds must be provided in the amount of 100% of the contract award amount (correct contractor's name as registered with the Secretary of State).
4. Insurance certificate must be provided and kept up to date with the City of San Juan named as the additional insured to include a waiver of subrogation, in favor of the City of San Juan.
5. Form 1295 Disclosure: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
6. List of Contractors with proper certificates of insurance must be provided.

Kindly coordinate these services with Benjamin Arjona, City Manager, or designated representative by calling (956) 223-2200. If any additional information is needed, please call the undersigned at (956) 223-2200. I would like to take this opportunity to thank you for your participation on this project and for your interest in our great City of San Juan.

Lori A. Maldonado
Purchasing Agent
City of San Juan
512 S. Nebraska Ave.,
San Juan, TX 78589

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00510-2
NOTICE OF AWARD

**APPROVAL OF SUB-CONTRACTORS
CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
PROJECT NO. 24-012-09-05**

Prime contractors will not permit any Sub-Contractor to start work on the project until the Sub-Contractor has been approved by the project owner.

NAME AND ADDRESS OF PRIME CONTRACTOR:					
SUB-CONTRACT DATA					
NUMBER	TYPE OF WORK	SUB-CONTRACTOR'S NAME & ADDRESS	CONTRACT AMOUNT	ANTICIPATED START DATE	ANTICIPATED END DATE

CERTIFICATION BY PRIME CONTRACTOR

Each Sub-Contractor listed above has established his/her ability and responsibility to perform the work to which the Sub-Contractor relates. The applicable provisions of the contract, including labor and equal opportunity provisions, shall govern the work to which subcontractor relates, and each subcontractor has been advised as to the necessary contract provisions and the requirement to incorporate them in each subcontract.

(Contractor) _____
(Date)

APPROVED:	CONCUR:

END OF SECTION

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00510-3
NOTICE OF AWARD

**SECTION 00550
NOTICE TO PROCEED**

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This section describes the standardized Notice to Proceed form for use in the project.

1.02 DEFINITIONS

- A. Refer to Section 00700

PART 2 – NOT USED

PART 3 – EXECUTION

3.01 GENERAL

- A. Standardized form follows.

NOTICE TO PROCEED

Date:

Contractor:

Attn. Owner:

Address:

City, State and Zip Code:

RE: **CITY OF SAN JUAN**
WATER PLANT ADDITIONAL GARAGE
PROJECT NO. 24-012-09-05

PROJECT LOCATION: San Juan, TX

CONTRACT AMOUNT: \$ _____

This is to inform you that (contractor) may proceed with the construction of the above referenced project as of _____ (date). The construction period for this project will be _____ (written) _____ (number) consecutive calendar days. The construction time will expire on _____ (date). Please review and abide by the construction plans and specifications throughout the execution of the work. Please submit a proposed construction schedule to Lori Maldonado, Purchasing Agent at lmaldonado@sjtx.us, for concurrence as soon as possible. Failure to submit the proposed construction schedule may delay payments. If there are any questions, please call (956) 223-2204.

Ben Arjona
City Manager

CC: Ben Arjona, City Manager
barjona@sjtx.us

END OF SECTION

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00550-2
NOTICE TO PROCEED

**SECTION 00620
PERFORMANCE AND PAYMENT BONDS**

PART 1 – GENERAL

1.01 SECTION INCLUDES DEFINITIONS

- A. Refer to Section 00700

1.02 PERFORMANCE AND PAYMENT BOND(S)

- A. Following the current section, Contractor shall insert the approved form of the statutory surety bond or bonds to ensure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorize to act within the State in which the Project is situated.
- B. The following form is provided for sample purposes only. Contracts and agreements have important legal consequences. It is imperative that you consult with your attorney concerning the proper drafting, completion, or modification of such documents.

1.03 PERFORMANCE AND PAYMENT BONDING REQUIREMENTS

- A. Pursuant to the Texas Uniform Grant and Contract Management Act of 1981, the following minimum requirements apply to all contracts exceeding \$25,000 in total value:
1. Performance bond on the part of the contractor for 100% of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all contractor's obligations under the contract. Only if specifically noted in the Instructions to Bidders (Section 00210), for contracts under \$50,000, Owner may exercise an option of withholding payment to construction contracts until completion of construction and acceptance of work by the Owner in lieu of such performance bonds.
 2. A payment bond on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

PART 2 – NOT USED

PART 3 – EXECUTION

3.01 GENERAL

- A. Standardized form follows

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00620-1
PAYMENT AND PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal, and
(Corporation/Partnership)

(Name of Surety Company)

(Address)

Hereinafter called Surety, are held, and firmly bound unto _____

(Name of Recipient)

(Recipient's Address)

Hereinafter called OWNER, in the penal sum of no less than 100% of the contract price _____ (Written) (\$ _____), dollars in lawful money of the United States, for the payment of which sum we bind ourselves, our successors, and assigns, jointly and severally, by these payments, and shall remain in effect of one year beyond the date of approval by the political subdivision's engineer.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated _____ day of _____, 202____, a copy of which is hereto attached and made part thereof of the construction of:

CITY OF SAN JUAN WATER PLANT ADDITIONAL GARAGE PROJECT NO. 24-012-09-05

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00620-2
PAYMENT AND PERFORMANCE BOND

PERFORMANCE BOND

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreement of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and it shall satisfy all claim and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that he said Surety, for value received stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way effect 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 the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge in right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 202__.

ATTEST:

(Principal)

(Principal Secretary)
(Seal)

(Signature)

(Witness as to Principal)

(Print/Type Name)

(Address)

(Address)

ATTEST:

(Surety)

(Surety) Secretary

(Attorney-in-Fact Signature)

(Witness as to Surety)

(Print/Type Name)

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract (1) Correct name of Contractor; (2) A Corporation, a Partnership, or an Individual, as case may be; (3) Correct name of Surety; (4) Correct name of Owner; (5) County or Parish and State; (6) Owner; (7) If contractor is Partnership, all partners must execute the bond.

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00620-3
PAYMENT AND PERFORMANCE BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal and _____
(Corporation/Partnership)

(Name of Surety Company)

(Address)

Hereinafter called Surety, are held, and firmly bound unto _____

(Name of Recipient)

(Recipient's Address)

hereinafter called OWNER, in the penal sum of _____ (Written)
(\$ _____) dollars in lawful money of the United States, for the payment of which
sum we bind ourselves, our successors, and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER dated the _____ day of _____, 202__, a copy
of which is hereto attached and made part thereof for the construction of:

**CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
PROJECT NO. 24-012-09-05**

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-
CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the
WORK provided for in such contract, and any authorized extension or modification thereof, including all
amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and
tools, consumed or used in connection with the construction of such WORK, and all insurance premiums
on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or
otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00620-4
PAYMENT AND PERFORMANCE BOND

PAYMENT BOND

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way 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 or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
(Number)
each one of which shall be deemed an original, this the _____ day of _____, 202__.

ATTEST:

_____ (Principal Secretary) (Seal)	_____ (Principal)
_____ (Witness as to Principal)	_____ (Signature)
_____ (Address)	_____ (Print/Type Name)
_____ (Address)	_____ (Address)

ATTEST:

_____ (Surety) Secretary	_____ (Surety)
_____ (Witness as to Surety)	_____ (Attorney-in-Fact Signature)
_____ (Address)	_____ (Print/Type Name)
_____ (Address)	_____ (Address)

NOTE: Date of Bond must not be prior to date of Contract (1) Correct name of the Contractor; (2) A Corporation, a Partnership, or an Individual, as case may be; (3) Correct name of Surety; (4) Correct name of Owner; (5) County or Parish and State; (6) Owner; (7) If Contractor is a Partnership, all partners should execute bond.

END OF SECTION

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00620-5
PAYMENT AND PERFORMANCE BOND

SECTION 00700 TERMS AND DEFINITIONS

PART 1 – GENERAL

Whenever the following items, titles, or abbreviations are used in these Specifications or in any document or instrument where these Specifications govern, the intent and meaning shall be as herein defined. Working titles having a masculine gender, such as “workman” and “journeyman” and the pronoun “he”, are utilized in the specifications for the sake of brevity and are intended to refer to persons of either gender.

1.01 ABBREVIATIONS

AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
AC	Asphalt Concrete
ACI	American Concrete Institute
AI	Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ARA	American Railway Association
AREA	American Railway Engineering Association
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Material
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcement Steel Institute
CSI	Construction Specifications Institute

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00700-1
TERMS AND CONDITIONS

CY	Cubic
EA	Each
EP	Edge of Pavement
FS	Federal Specifications
IEFE	The Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
INV	Invert
ISA	International Society of Arboriculture
LB	Pound
LF	Linear Feet
LS	Lump Sum
MSS	Manufacturer's Standardization Society of the Valve and Fitting Industry Standards
MUTCD	Manual Uniform Traffic Control Devices
NBFU	National Board of Fire Underwriters
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National fire Protection Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
PCC	Portland Cement Concrete
PG	Performance Grade
SD	Storm Drain
SF	Square Foot/Feet
SS	Sanitary Sewer
SSPWC	Standard Specifications for Public Works Construction
STA	Station
TOC	Top of Curb
Typ.	Typical
TxDOT	Texas Department of Transportation
UL	Underwriters' Laboratories, Inc.

1.02 DEFINITIONS

Acceptance – The formal written acceptance by the City of the entire Contract which has been completed in all respects in accordance with the Specifications and any approved modifications.

Addenda – Any written change, clarifications or supplement to documents issued for biddings, issued by the City or its Engineer prior to bid.

Agency – Shall mean the City of San Juan, or another agency or district that may adopt these Specifications, acting through its authorized representatives.

Allowance – An amount of money set aside under the Contract for a special purpose identified in the Contract.

Architect and/or Consulting Engineer – A person or persons, firm, partnership, joint venture, corporation, or combination thereof or authorized representative thereof, acting in the capacity of consultant to the City of San Juan. The Architect or Consulting Engineer shall issue directions to the Contractor only through the City of San Juan. When the Specifications require that approval be obtained from the Architect or Consulting Engineer, such approval shall be requested from and be given by the City of San Juan.

As-Builts – See “Record Drawings”

As Shown, Etc. – Where “as shown”, “as latest indicated”, “as detailed” or words of similar import are used, the reference is to Contract unless specifically stated otherwise. Where “as directed”, “as permitted”, “approved”, or words of similar import are used, they shall mean the direction, permission, or approval of the City of San Juan.

Award – The decision to accept the proposal by the city council of the lowest responsible bidder for the Work, subject to the execution and approval of the satisfactory contract therefore and bond to secure the performance thereof, and to such other conditions as may be specified or required by law.

Bid – When submitted on the prescribed bid form, properly signed, and guaranteed, the Bid constitutes the offer of the Bidder to complete the Work at the price shown on the Bidder’s bid form.

Bid Bond – The cashier’s check, certified check, or bidder’s bond accompanying the bid submitted by the bidder, as a guarantee that the bidder will enter into a Contract with the City for the performance of Work herein described.

Bidder – Any person, persons, firm, partnership, joint venture, corporation, or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Bid Documents – The sum of the documents that comprise the Bid by a Bidder to perform the Work.

Bid Opening – The event conducted by the City of San Juan during which the sealed Proposals submitted by Bidders to perform the Work are opened and publicly read.

Bid Security – The cashier’s check, certified check, or bidder’s bond accompanying the bid submitted by the bidder, as a guarantee that the bidder will enter into a Contract with the City for the performance of Work herein described.

Calendar Day – Every day shown on the calendar. When the Contract time is stated in Calendar days, every day will be charged toward the Contract time.

City – The City of San Juan, a political sub-division of the County of Hidalgo and the State of Texas.

Claim – A separate demand by the Contractor for (i) a time extension, (ii) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and

payment of which is not otherwise expressly provided for, or the claimant is not otherwise entitled to, or (iii) an amount of payment of which is disputed by the City.

Contract – The written agreement signed by the City of San Juan and the Contractor covering the Work and the furnishing of labor, materials, tools, and equipment in the construction of the Work. The Contract shall include the Notice to Contractors, Bid, Plans, Specifications, Special Provisions, contract bonds, and any project-specific specifications or documents; also, any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the Contract and include Contract Change Orders.

Contract Change Order – A Contract amendment approved by the City of San Juan that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract which are required for the proper completion of the Work.

Contract Documents – The Contract Documents are the collective term for all the documents listed in Article I of the Contract.

Contracting Officer – The City Manager of the City of San Juan or the City Manager's representative authorized to enter into a contract on behalf of the City of San Juan.

Contractor – The person or persons' firm, partnership, joint venture, corporation, or combination thereof, private, or municipal, who (that) has (have) entered into a Contract, as defined in these Specifications, with the City of San Juan.

Contract time – The time stated in the Contract for completion of the Work. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two.

Council Member – A member of the City of San Juan City Council.

Datum – The figures given in the Specifications or upon the drawings after the word "Elevation" or an abbreviation of it, shall mean U.S.G.S datum, unless otherwise noted.

Days – Unless otherwise designated, days as used in the Contract Documents shall mean calendar days.

Elevation – The figures given on the Plans or in other Contract Documents after the word "Elevation" or abbreviation of it shall mean the distance in feet above the standard datum used by the City.

Engineer – The City Engineer for which work will be done under these Specifications, acting personally or through agents or assistants duly authorized by the Director.

Estimated Quantities – The list of items of work and the estimated quantities associated with the Work. The Estimated Quantities provided the basis for the Bid.

Extra Work – Work other than that required either expressly or implied by the Contract in its executed form.

Field Instructions – Direction given, in writing, by a City representative.

Haul Route – Route for ingress and egress or materials hauled to and from a project site within the City limits.

Inspector – The person or persons authorized to act as agent(s) for the City of San Juan to the contractor.

Major Bid Item – Five percent (5%) of the total contract bid price.

Notice to Contractors – The written notice whereby interested parties are informed of the date, location, and time of the Bid Opening of a proposed City of San Juan Project and the terms and conditions of submitting Bids to perform the Work.

Notice to Proceed – The written authorization by the City of San Juan to the Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

Or Equal – The term “or equal” shall be understood to indicate that the “equal” product be the equivalent or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the Engineer.

Plans – The plans, drawings, profiles, cross sections, Working Drawings, and Supplemental Drawings, or reproductions thereof, approved by the City of San Juan, which show the locations, character, dimensions, and details of the Work.

Plant – All physical resources, facilities, machinery, equipment, staging, tools, work, and storage space other than provided by the Contract, together with subsidiary essentials and necessary maintenance for proper construction and acceptable completion of the project.

Project - Shall mean the Work.

Project Manager – The person designated by the City as its project management representative during the course of construction, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

Proposal – Shall mean “Bid”.

Record Drawings – Drawings prepared by the Engineer that document changes to, additions to, or deductions from the Plans, and which represent the Work as constructed.

Schedule of Values – A statement furnished by the Contractor to the City of San Juan reflecting the portions of the Total Contract Price allotted for the various parts of the Work for each work activity contained on the project schedule. Unless otherwise indicated in the Specifications, the total for the Schedule of Values shall equal the full cost of the Work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the Schedule of Values is the basis for reviewing the Contractor’s application for progress payments.

Shop Drawings – Drawings prepared by the fabricator or supplier showing the layout and details of components fabricated in a shop for inclusion in the permanent facility (e.g., structural steel, reinforcing steel, railings)

Site – The area upon or in which the Contractor’s operations are carried on and such other areas adjacent thereto as may be designated by the Engineer.

Special Provisions – The Special Provisions are specific clauses setting forth conditions or requirements peculiar to the Work and supplementary to these Standard Construction Specifications.

Standard Construction Specifications – The directions, provisions, and requirements contained herein. When the term “Standard Specifications” or “those Specifications” is used, it means the provisions as set forth herein, together with any amendments or revisions that may be set forth in the Special Provisions. The Standard Specifications are comprised of “General Provisions” and “Technical Provisions”.

Standard Drawings – The standard drawings of the City of San Juan, which are incorporated into the Standard Construction Specifications, and made part of the Plans by reference to one or more specific Standard Drawings.

State – The State of Texas.

State Specifications – The version of the Standard Specifications of the State of Texas, Department of Transportation, in effect at the time of Notice to Contractors.

Subcontractor – A properly licensed party under contract to and responsible to the Contractor for performing a specified part of the Work; or a properly licensed party under contract and responsible to a Subcontractor of the Contractor.

Supplemental Conditions – Additions, revisions, special directions, and requirements peculiar to a project site and not otherwise thoroughly set forth in General and/or Specifications.

Supplemental Drawing – Supplemental drawings define the Plans and Specifications in greater detail by providing additional information that may not have been specifically or clearly shown or called out on the Plans or in the Specifications.

Technical Provisions – The provisions of the Standard Construction Specifications that describe the technical aspects of the Work.

Total Contract Price – The total price for the Work as bid by the Contractor, including any additions or subtractions made via Contract Change Orders.

Work – All actions which the Contractor is contractually required to do as specified, indicated, shown, contemplated, or implied in the Contract to construct the Work, including all alterations, amendments, or extensions made by Contract Change Order or other written orders or directives of the City of San Juan. Unless specified otherwise in the Contract, the Work includes furnishing all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to complete the Work.

Working Day – Any day except: (A) Saturdays, Sundays, and legal holidays; (B) days on which the Contractor is specifically required by the Special Provisions or by law to suspend construction operations; or (C) days on which the Contractor is prevented from proceeding with the current controlling operation or operations of the Work for at least five (5) hours per day due to inclement weather, or conditions resulting immediately therefrom; or (D) as defined in the executed contract.

Working Drawing – Working Drawings detail a particular item of work and the manner in which it is to be accomplished or performed. Working Drawings are prepared by the Contractor as a submittal or a portion of a submittal and or a portion of a submittal and may be specifically requested by the City of San Juan or required in the Contract or a Field Instruction or other written directive.

Written Notice – “Written Notice” shall be deemed to have been duly served when delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by U.S. mail to the last business address known to him who gives the notice.

END OF SECTION

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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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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CITY OF SAN JUAN WATER TREATMENT PLANT ADDITIONAL GARAGE ADDENDUM NO. 1

Addendum Date: September 3, 2024

Notice to Bidders:

The Request for Bid (RFB) is modified as set forth in this Addendum. The Original RFB documents and any previously issued Addenda remain in effect. This addendum will be part of the contract documents and shall be included with Bid submittal. Non-receipt of addendum by bidder under no circumstances relieves bidder of obligation of compliance with the terms and conditions stated in the addendum.

Questions:

1. What is the Engineering Estimate on this project?

The Engineering Estimate is \$75,000.00.

Acknowledgement by Respondent:

Respondents shall acknowledge receipt of this Addendum No. 1. Submit Completed Addendum with Statement of Bid. Failure to acknowledge receipt of this addendum may render your bid "Incomplete".



Ricardo Salazar

Trimad Consultants, L.L.C.
Texas Firm No. 18526

[Handwritten Signature]

Signature of Respondent

9/3/24

Date

END OF ADDENDUM



RIVER LINE CONTRACTING, LLC

**"City of San Juan Water Plant
Additional Garage
RFB # 24-012-09-05"**

**City of San Juan
C/O Lori A. Maldonado, Purchasing
Agent
512 S. Nebraska Avenue
San Juan, Texas 78589**



RIVER LINE CONTRACTING, LLC

Bid Bond

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No. PH4950

KNOW ALL MEN BY THESE PRESENTS, that we

RIVER LINE CONTRACTING, LLC, 405 E. Hibiscus Ave, McAllen, TX 78501

as Principal, hereinafter called the Principal, and

Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

a corporation duly organized under the laws of the Commonwealth of Pennsylvania as Surety, hereinafter called the Surety, are held and firmly bound unto

City Of San Juan, 512 South Nebraska Avenue, San Juan, TX 78589

as Obligee, hereinafter called Obligee, in the sum of

Five Percent of the Greatest Amount Bid Dollars (5.00%).

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

RFB # 24-012-09-05 - City of San Juan Water Plant Additional Garage

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **5th** day of **September**, 2024.


(Witness)


(Witness)

RIVER LINE CONTRACTING, LLC
(Principal) (Seal)


(Title)

Philadelphia Indemnity Insurance Company
(Surety) (Seal)


Fred A. Thetford, IV, ATTORNEY-IN-FACT

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jared Young, Fred A. Thetford, Jr., Tobin Tucker, Tom Young, and/or Fred A. Thetford IV of Contract Bond Agency, LLC**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



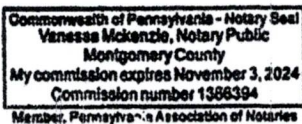
(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of September, 2024



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint:
You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439.

You may write the Texas Department of Insurance at:

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

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obtener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tambien puede escribir a Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and
Director of Surety

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



RIVER LINE CONTRACTING, LLC

Pricing Form

BID PROPOSAL

The bid security accompanying shall be returned to the bidder, unless in case of the acceptance of the proposal, the bidder shall fail to execute a Contract and file a performance and payment bond within ten (10) days after its acceptance, in which case the bid security shall become the property of the City of San Juan and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the bidder.

ENGINEER'S/ARCHITECT ESTIMATE OF QUANTITIES – APPROXIMATELY ONLY

Bidder agrees to perform all work described in the specifications and shown on the plans, for the following price or prices:

TABLE 1 BID ITEMS:

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
1	01574, 01577	Erosion and Sedimentation Control	LS	1	1,000	1,000
2		Excavation of 40x40 concrete (3500psi) materials and rebar as per plans and specifications; pest control barrier. Included in all work needed for footings, anchors, barrier for condensation, paint required for protection of steel frame and building, saw-cut joints, and concrete finishing to be determined by Owner.	LS	1	38,236	38,236
3	02221	Construction of Hurricane Rated 15' (h) x 20' (w) roll-up, spring-loaded doors of White Construction in color; outside hollow steel door with frame and hardware; entrance door constructed of aluminum and shatterproof glass (commercial grade); compete in place with all hardware.	LS	1		Provided by PEMB Manufacturer
4	05500	Construction of Metal Building 40' x 40' to a height specified on plans. All metal panels and roof panels shall be provided as per plans and specifications. Pre-fabricated building and design by Manufacturer is included in the bid and is the	LS	1	58,569	58,569

		responsibility of the Contractor. Colors of panels, trim, etc. to be determined by the Owner prior to construction. Rain gutters with downspouts are included in the bid. Price included concrete pad, finishing, and joints as per plans and specifications.				
5	02771	All driveways constructed of concrete as per plans and specifications, complete in place.	LS	1		N/A
6		Spray in Insulation of R21 or better, constructed of Polyethylene or approved equal in the inner walls and ceiling of the pre-fabricated metal building; then spray painted with primer and black color, complete in place.	LS	1	9,630	9,630
7	01020	*Mobilization and Demobilization	LS	1	32,451	32,451

* Item 7 - 01020 - Includes General Conditions, Insurance, Fee, and P&P Bond

** Bid Does not include the following:

- Does not include compaction test, or any third party testings.
- All special inspections and testings to be by owner.
- No owner contingency or allowances included as per bid package/specifications.

** BID ITEMS (1-7) – BASE BID: \$ 139,886.00 (IN FIGURES)

TABLE 2 SIDEWALK ALTERNATE BID ITEMS:

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
1	02771	Concrete Sidewalk (5')	SY	106		7,610.00

BID ITEMS (1) – SIDEWALK ALTERNATE BASE BID: \$ 7,610.00 (IN FIGURES)

SUMMARY BID TABULATION

TABLE 1 – BID ITEMS 1-7

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00300-3
BID PROPOSAL FORM

TOTAL AMOUNT OF BID (ITEMS 1-7) \$ 139,886.00

TOTAL AMOUNT OF BID (ITEMS 1-7 WRITTEN): One Hundred Thirty Nine Thousand -
Eight Hundred Eighty Six Dollars ^{00/100}

TABLE 2 – SIDEWALK ALTERNATE BID ITEMS 1

TOTAL AMOUNT OF BID (ITEMS 1) \$ 7,610.00

TOTAL AMOUNT OF BID (ITEMS 1 WRITTEN): Seven Thousand Six Hundred Ten & 0/100 Dollars

In the event of the award of a Contract to the undersigned, the undersigned will furnish a performance and payment bond for the full amount of the Contract, to secure proper compliance with the terms and provisions of the Contract, to insure and guarantee payment of all lawful claims for performed labor performed and materials furnished in the fulfillment of this Contract. The proposed work to be done shall be accepted when fully completed and finished in accordance with the Plan and Specifications to the satisfaction of the Engineer.

The undersigned certifies that the bid prices contained in this Proposal have been carefully checked and are submitted as correct and final.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing for receiving bids.

Unit and lump sum prices must be shown in figures for each item listed in the Bid Proposal form. Should bid prices on any item be omitted, the right is reserved to apply to the lowest prices submitted by and other bidders for the omitted items in payment for work done under this Proposal. In the event of discrepancies, the Owner reserves the right to accept or reject formalities.

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown on the Specification and Detail sheets.

Bidder hereby agrees to commence work under this contract within **Ten (10) days** after the Notice to Proceed is issued and complete work within **One Hundred Twenty (120) Calendar Days**.

Receipt is hereby acknowledged of the following agenda to the Contract Document.

Addendum No. 1 dated: 09/03/2024

Received: _____

Addendum No. 2 dated: _____

Received: _____

Addendum No. 3 dated: _____

Received: _____

Addendum No. 4 dated: _____

Received: _____

Addendum No. 5 dated: _____

Received: _____

Bidder agrees that the Owner has the right to accept or reject any or all bids to waive any or all formalities.

Date: 09/05/24

Respectfully submitted:

Robert Quintanilla

Authorized Signor:

[Signature]

Type/Print Name (Authorized Signor):

Roberto J. Quintanilla

Title:

Owner

Legal Company Name:

River Line Contracting, LLC.

Address:

3700 N. 10th St. Ste. 300A

City, State and Zip Code:

McAllen, Texas 78501

Business Phone:

(956)800-4363

Cell Number:

(956)358-4041

Email Address:

robert@riverlinecontracting.com

(Seal – If bidder is a corporation)



CITY OF SAN JUAN WATER TREATMENT PLANT ADDITIONAL GARAGE ADDENDUM NO. 1

Addendum Date: September 3, 2024

Notice to Bidders:

The Request for Bid (RFB) is modified as set forth in this Addendum. The Original RFB documents and any previously issued Addenda remain in effect. This addendum will be part of the contract documents and shall be included with Bid submittal. Non-receipt of addendum by bidder under no circumstances relieves bidder of obligation of compliance with the terms and conditions stated in the addendum.

Questions:

1. What is the Engineering Estimate on this project?
The Engineering Estimate is \$75,000.00.

Acknowledgement by Respondent:

Respondents shall acknowledge receipt of this Addendum No. 1. Submit Completed Addendum with Statement of Bid. Failure to acknowledge receipt of this addendum may render your bid "Incomplete".



Ricardo Salazar

Trimad Consultants, L.L.C.
Texas Firm No. 18526

[Signature]
Signature of Respondent

9/5/24
Date

END OF ADDENDUM



RIVER LINE CONTRACTING, LLC

Bidder Qualifications

**SECTION 00180
BIDDER'S QUALIFICATIONS**

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This section contains the bidder's qualifications for the project.

1.02 DEFINITIONS

- A. Refer to Section 00700.

1.03 BIDDER'S EXPERIENCE

- A. Bidder shall have experience, human resources, and access to equipment necessary for performing the project work. In addition, it is required that a minimum of 60% of the project be completed by the bidder's own workforce.
- B. Bidder shall have performed substantially the same type of work as is required in the project in its prior work performance.
- C. The successful bidder shall appoint a "competent person" of the company to be full time supervisor or superintendent at the site. The competent person must be available at all times during the pendency of the project and must be available during "off-hours".

1.04 STATEMENT OF QUALIFICATIONS AND OWNER'S REVIEW

- A. Bidder shall submit on the form furnished in this section for that purpose, a Statement of Bidder's Qualifications. The Owner shall have the right to take such steps or perform such investigations as it deems necessary to determine the ability of the bidder to perform the obligations under this Contract, and the bidder shall furnish any and all information or data requested for this purpose. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the owner such bidder is properly qualified to carry out the obligations of the contract and complete the work contemplated therein. Conditional bids will not be accepted.

1.05 STATEMENT OF QUALIFICATIONS FORM

Date: September 5th, 2024

Proposal of River Line Contracting, LLC. (hereinafter called "Bidder" a LLC (Corporation, Partnership, LLC, LLP, etc.) organized and existing under the laws of the State of Texas.

To the City of San Juan (hereinafter called "Owner")

Gentlemen:

The Bidder is in compliance with Bidder's Qualifications Section(s) of the specifications for the **City of San Juan Water Plant Additional Garage**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all conditions surrounding the construction of the proposed project, hereby submits the following:

1.06 STATEMENT OF QUALIFICATIONS

- A. Years of experience in similar types of projects
4 Years
- B. Work on similar types of projects: Provide a minimum of four (4) similar types of projects within the following information: Project Name, Location, Type or Description of Work, Construction Cost, Reference Name and Phone Number
Please reference company profile attached at the back of this proposal.
- C. Name and full time superintendent and experience resume
Jacob J. Lopez - For experience - Please reference company profile.
- D. Number of employees of the bidder that will be working on the project
Please reference company profile attached at the back of this proposal.
- E. Name of Subcontractors: Provide names of subcontractors for this project with the following information: Name, Location and Experience.
Gomez Concrete - Mueller, Inc. - RV Erectors.
- F. Provide information of available equipment.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION



RIVER LINE CONTRACTING, LLC

River Line Contracting, LLC

CompanyProfile

General Contractor

Contact: Robert Quintanilla: (956)358-4041





RIVER LINE CONTRACTING, LLC

**Introduction Letter, Job List,
Construction Management Strategy**



RIVER LINE CONTRACTING, LLC

June 06, 2024

To whom it may concern,

Please allow this letter to introduce River Line Contracting, LLC.

River Line Contracting is a Rio Grande Valley General Contractor and Construction Manager specializing in construction management and general construction. Established in 2020 River Line Contracting has over half a decade of general contracting experience ranging from new construction, remodels, finish outs, all spanning across big box retail, consumer office space, and public work.

River Line Contracting is not only seasoned with experience, but takes pride in its ability to perform, and provide quality at all times.

From ownership, to project management, and field supervision, River Line Contracting, is a company that continuously exercises excellence, integrity, and accountability.

Sincerely,

Robert Quintanilla

Owner
River Line Contracting, LLC



RIVER LINE CONTRACTING, LLC

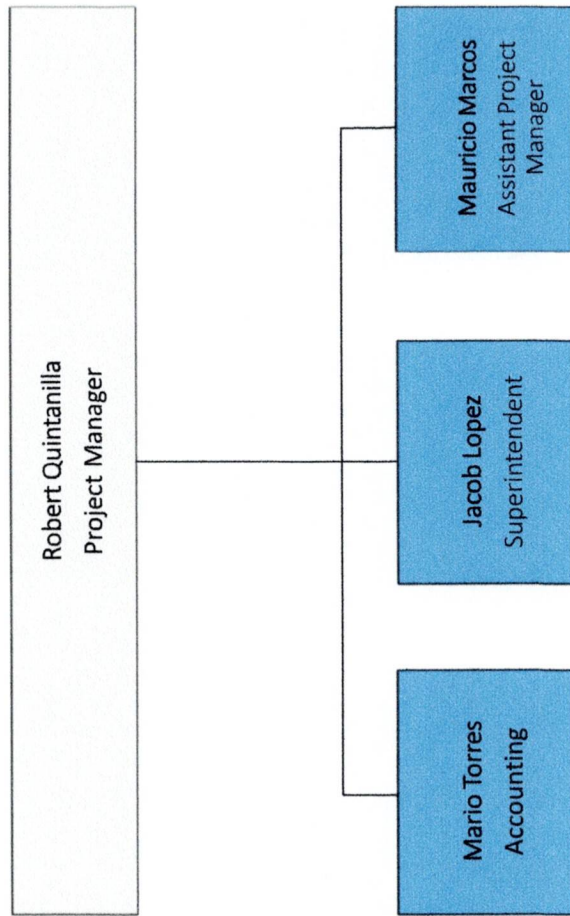
	PROJECT NAME	LOCATION	OWNER	VALUE	COMPLETION	PROJECT TYPE	TITLE
1	24-011 - McAllen Pregnancy Center - 816 S Main St, McAllen, TX - Remideation Work	McAllen, TX	McAllen Pregnancy Center	\$ 114,000.00	Aug-24	Commercial	GC
2	24-005 - Edward Jones - Branch #21533 - 2524 W. Trenton Rd. Edinburg, TX 78539	Edinburg, TX	EDJ	\$ 145,000.00	Jul-24	Commercial	GC
	24-021 - Mujinzo Restaurant - 7100 N. 10th St., McAllen, TX - Demolition to prepare for Remodel.	McAllen, TX	Kiwami Group, LLC	\$ 55,000.00	Sep-24	Commercial	GC
3	24-004- Nothing Bundt Cakes - Edinburg, TX	McAllen, TX	ENBC, Inc.	\$ 400,000.00	On Going	Commercial	GC
4	Southern Stone & Soil Office - San Benito, TX	San Benito, TX	Southern Stone & Soil	\$ 75,000.00	On Going	Commercial	GC
5	Mercedes Housing Authority Electrical Entrance Renovations	Mercedes, TX	Mercedes Housing Authority	\$ 209,674.00	Aug-24	Commercial	GC
6	Trackman Golf Simulator - Juan Ramirez - Harlingen, TX	Harlingen, TX	Juan Ramirez	\$ 820,000.00	Apr-24	Commercial	GC
7	Wyatt Ranch - The Villas at Tasajillo	Realitos, TX	Wyatt Ranches of Texas	\$ 2,200,000.00	Oct-23	Commercial	GC

Total: \$ 4,018,674



RIVER LINE CONTRACTING, LLC

Organizational Chart



Jacob Lopez
707 SGT Leonel Trevino Road
San Juan Texas, 78589.
(956) 378-2910
jacobe1236@gmail.com

SKILLS SUMMARY

- Skilled with hand tools.
- Proficient at Welding and Mechanics.
- Excellent with a team and communication skills.
- Focused and Determined Sternness.
- Early riser. Good Listener.
- Leadership Skills.

EDUCATION

2015 - 2017 Scott Regional Technology Center Monett, MO
Welding -- Anticipated completion May 2015

Major Units of Study:

- Grinding
- Cutting
- Welding
- Fabricating
- Machine Maintenance
- Producing goods and Service
- OSHA 10 Certified.

2013 - 2017 Monett High School Monett, MO
Diploma pending -- Anticipated graduation May 2017

Related Courses:

- Geometry
- Intermediate Algebra
- Advanced Art

2017-2018 Mcallen Careers Institute Mcallen Texas.
Post Secondary Education at Mcallen Careers Institute.
Master Welder- Pipefitter- Graduated Class of 2018

- Focused on All four types of Welding, GTAW,SMAW,FCAW,GMAW.In Mild Steel, Aluminum, Stainless, and Galvanized.
- Proficient at using a hand held Oxy/Acetylene Torch.
- Experienced in Welding BluePrint Reading.

2018 Aug-Oct Association of General Contractors
BluePrint reading course.

- Over 40 hours of commercial blueprint reading under one of South Texas's prestigious organizations.

WORK HISTORY

2015 - 2014 Subway Monett, MO

- Sandwich Artist
- Dish Washer

- Stocking Chips

2017-2018

General Garage Doors.

- Installation of Garage Doors and Motors along with rails, guides, hinges and hardware.
- Organizing Shop according to door colors, and sizes, windows, special orders etc.
- Can Operate forklift.

2018-2020

Colunga Metal Works.

- Fabrication of over 400 custom balcony rails, decorative outdoor railings as well as staircase railings and window guards.
- Also A/C guards, Bumpers, BBQ Pits, Staircases, Cattle Shoots, custom fencing for live stock. Custom Brands, Mailboxes, Burglar Bars.
- Custom Gates and Front Door Accents. Decorative yard art.

Prometheus Pools

- Working with harsh chemicals such as Bromine and Chlorine.
- Maintenance of pools of over 50,000 gal capacity. Along with their respected filtration system. (Water, Sand)
- Lots of customer experience and lots of Windshield Time.

2019-2021

Valadez Equipment

- Specializing in Welding, and Diesel Mechanic
- Worked on John Deere, Case, Caterpillar, Kubota, Kioti, Bobcat agricultural and construction equipment, Backhoes, Skidsteers, Front End Loaders, Combine Harvesters, High Cycle Sprayers, Cranes, ScissorLifts, Forklifts, Telehandlers.
- Diagnostics. Replacing Turbos, Manifolds, A/C compressors, Radiators, Hydraulic Pump and brake systems. Fan Clutches, Starters, Manifolds Alternators, Fuel Pumps.
- Engine Overhauls, Hub Seal Kits. Hydraulic Piston Rebuilds. Hose Replacements.
- Welding of new teeth as well as in field repairs, for buckets, rims, front end arms, axle repair.

2021-Current

RiverLine Contracting.

- Recruited as an assistant project manager.
- Rolls include, blueprint reading, communication between clients, and contractors. Maintaining a clean jobsite, having weekly goals that need to be met with still putting out a beautiful product, Whether that be commercially residentially or remodeling.
- Picking up City permits, Meeting with City Inspectors. Calling in the inspections, gathering ESID information.
- Jobs have Included
 - 307 Dawn and 211 Paradise Rio Grande City Texas- Both in Progress when hired
 - 2313 N Peking Street Mcallen Texas- Job was being framed, oversaw plumbing,electrical and hvac rough ins. Along with Sheetrock, tape floats, all coats of paint and selections of flooring, paint colors, light fixtures, plumbing fixtures, countertops, along with all the interior door styles.
 - 2312 N Peking Street Mcallen Texas- was there from the beginning, called concrete contractor and coordinated everything ground up on the two story home. All Interior Design, Flooring, Paint, Electrical and Plumbing Fixtures.Decorative Stone and Stucco exterior finishes. Soffit and Fascia.Decorative gate entrance to the backyard.
- Mercedes Duplexes, North Baseline Road Mercedes Texas Addresses 1100-1130.
 - Poured all 8 foundations along with sidewalks and designated driveways
 - Selected all interior finishes, flooring, electrical,and plumbing fixtures.
 - Oversaw all the quality control of every trade. Beginning to start
 - First Million Dollar job finished under budget.
 - Built all 16 fences for each individual backyard.

HONORS/DISTINCTIONS

- Student of the Month, (March 2014)
- FFA Area Degree

REFERENCES

Glenn Obermann, Hay Farmer, Rancher
301 Farm Road 1100
Freistatt, MO 65654
(417) 737 1456
Gobermann@monettschools.org

Manuel Chapa- Philanthropist, Business Owner
1801 Mozelle Street
Pharr Texas 78577
(956)787-3404

Alec Saucedo- Business Owner- Self Employed
1201 South Lincoln Street
San Juan Texas 78589
(956) 270 2708

River Line Contracting, LLC

CONSTRUCTION PROJECT

SCOPE / STRATEGY

Date

i Description / Summary of Project

2. Project Scope

i Project Scope of work.

3. Project Strategy

i Construction Approach

- Award of Contract.
- Issue of Construction Schedule provide by GC (Gant Chart Format).
- Date of Notice to Proceed
- Mobilization / Start of Construction
 - Commence with protective construction measures.
 - Set up laydown area, job site signage, and temporary conditions.
- Procurement
 - Commence with submittals, shop drawings, and product data to ensure review / approval in a timely manner.
 - Procure long lead items in a timely fashion to avoid delays in construction from long lead items.
- Scheduling
 - Sequencing of work to be scheduled as per Construction schedule to be issued and approved by owner.
- Construction
 - Commence with Construction as per approved construction schedule.

4. Potential Obstacles

i Long Lead items

- Ensure submission of submittals, shop drawings, and product data is submitted with urgency to mitigate any long lead item delays with current production rates and shortages in the industry. Affected Business Processes or Systems.

5. Quality Control (Total Quality Management, RFI's, Submittals).

i From the very beginning of a project, our team strives to maintain communication, transparency, and quality by working with the Owner and Design team to establish a set of project goals, deliverance, assurance throughout the construction process.

Each member of River Line Contracting and Subcontractor under River Line Contracting will be held accountable.

River Line Contracting will at all times have a representative available to the design team and owner to allow clear communication of the construction process and progress in the field.

- Total Quality Management:
 - River Line is committed to providing a quality product through a responsive, thorough, and consistent approach of applying means and methods in both project management and the field.
 - Prior to installation / construction in the field, timely quality product and material control reviews will be performed with manufacturers, subcontractors, design team, and owner.
 - River Line will maintain a checklist of items to review for construction methods and products to ensure the highest standard of quality for each product installed.
 - Protocols have been established project quality review throughout the project in order to assess, direct and support project management and field supervision during construction.
 - River Line will constantly and consistently review our checklist and cross-reference the construction documents for accuracy.
- RFI's
 - All questions and or valued engineered items will be submitted formally as an RFI digitally to design team of record for review and approval.
 - All questions pertaining to the project will be issued digitally to the design team as an RFI for record and documentation purposes.
 - Each individual RFI will require written consent from the design team of record or owner acknowledging each item. Responses should typically include direction on how to proceed.
 - All RFI's will be tracked accordingly with an RFI log.
- Submittals
 - A submittal log will be generated to be project specific and based of the specification and drawings provided under the contract.
 - All materials needing to be reviewed / approved by the Owner and Architect will be sent digitally as a formal submittal.
 - Material requiring this exercise will not be ordered by the subcontractor without written consent by either the GC, GC representative, or Designer / Architect.
 - All submittals will be tracked by a Submittal Log electronically.

• Project Milestones, Deliverables, & Timely Completion

i Construction Schedule - Dates such as Owner Architect meetings, Quality Control Meetings, Project Team Meetings, Safety Meetings, and any other required walkthroughs or meetings are incorporated withing the construction for all necessary approvals.

- River Line Contracting implements step-by-step procedures to ensure a project stays on schedule.

- Through the use of production schedules (Gant chart format), contractual durations between GC and Subcontractor, and formal notices on corrective actions to be taken to meet required durations and milestone throughout the project.
- At the beginning of every project a Construction Schedule is generated to ensure all phases of the project are being met according to the contract time and durations.
- The Schedule of Services is generated directly based of dates provided to the GC from owner and design team to ensure responsibility of each party are reflected in the Construction Schedule.
- Communication with Design Team and Owner on a daily basis to ensure construction is tracking and progressing against approved timeline / schedule.

7. Implementation Plan

Developing And Maintaining Work Schedules

- River Line team's standard procedures require all project managers to develop a work schedule at the startup of every project to match or beat the Owner's schedule.
- This ensure responsibility of each party are reflected in the Construction Schedule.
- This schedule is regularly reviewed by both the director of operations and field superintendents to ensure project staff will be appropriately sized and scheduled as work commences.
- Earmarking subcontractors and assigning them as early as possible in the process ensures the controlled and reliable production along with quality work.

8. Project & Cost Management

Describe what the high level timeline/schedule will be to plan, design, develop and deploy the project. Generally, by when do you expect this project to be finished?

- Cost Control
 - River Line Contracting will utilize and implement a running cost recap throughout the projected to create a tracking system of all money available and spent against contract total. (i.e. money committed / spent, contingencies, and savings).
 - River Line will utilize and implement project projections as well in order to show projected cost, and how it will align with money spent and money available for the duration of the job, therefore allowing the GC to see potential overruns or savings.
- Payment Applications
 - Owner payment applications will be created, reviewed, and submitted to the owner monthly as per contractual agreement. Each pay app will reflect subcontractor billings, and percentages complete of the project.
 - Each Subcontractor payment application will be submitted by subcontractor accordingly (terms to be set by Owner) to GC to ensure payments to subcontractors and suppliers to keep job lien free through the completion of project.
 - River Line Contracting will review all payment applications with Design team as per project contract.

9. Weekly Reports and Project Turnover

Reports and Completion

- Weekly Reports:
 - Weekly reports will be submitted on Friday of every week to denote job progress and provide a lookahead of the work to come in the following weeks.
 - Updates will include photos, 2-week lookaheads, pending RFI's, submittals, or any other pending items.
 - Site walks / visits are warranted at the discretion of the design team, owner, or contract terms.
 - Site walks with GC, Client / Customer, and design professionals can be scheduled much as needed or requested.
- Project Turnover – Consist of the following:
 - Final Inspections
 - Date of Substantial Completion
 - Certificate of Occupancy
 - Punchlist walkthrough with design team and owner.
 - Final turnover.



RIVER LINE CONTRACTING, LLC

References & Certifications



RIVER LINE CONTRACTING, LLC

Professional References

Name	Company	Position	City	State	Telephone
John Davenport	VCC, LLC	Vice President	Houston	TX	Cell: 281-254-4783
Josh Zurbaran	VCC, LLC	Vice President	McAllen	TX	Cell: 956-638-9140
Robert Calvillo	Framework Homes, LLC	Executive Director	McAllen	TX	Cell: 956-279-3221
Jason Eberle	Eberle Materials Inc.	Owner	Donna	TX	Cell: 956-461-3478
Christopher Deaver	Deaver & Saldivar CPA Firm, LLC	Partner	Weslaco	TX	Cell: 956-622-9742
Fernando Gonzalez	GSH Engineering	Owner	McAllen	TX	Cell: 956-648-2268
Michael Amaya	Nothing Bundt Cakes	Owner	McAllen	TX	Cell: 956-802-9501

Texas Historically Underutilized Business (HUB) Certificate



Statewide Historically Underutilized Business Program

Certificate/VID Number: 1844335229100
Approval Date: February 22, 2022
Scheduled Expiration Date: February 22, 2026

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

River Line Contracting, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **February 22, 2022**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

March 30, 2023

GO UNDERGROUND, LIMITED LIABILITY COMPANY
217 E MONROE AVE
HARLINGEN, TX. 78550

RE: TxDOT Vendor Number 14217

Dear Contractor:

Your Confidential Questionnaire is satisfactory and qualifies you to bid on Projects let by the Texas Department of Transportation (TxDOT) from the date of this letter through December 31, 2023.

Your bidding capacity has been set at \$45,929,000.00. You may request and receive bidding proposals for projects on which the engineer's estimate does not exceed your bidding capacity less any uncompleted work currently under contract with TxDOT.

If we may be of further assistance, please contact our Pre-qualification Branch at 512/416-2584.

Sincerely,

Greg Williams
Director, Letting Management Section
Construction Division



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.416.4700 | WWW.TXDOT.GOV

June 3, 2021

George Olivares
Owner
Go Underground, Limited Liability Company
217 E Monroe Street
Harlingen, TX 78550

Re: Disadvantaged Business Enterprise (DBE) Certification
Annual Update - Approval

Dear Mr. Olivares,

We have approved your recently submitted Annual Update Affidavit and your DBE certification remains active.

To ensure that your certification remains valid, please visit the Diversity Management System (DMS) at <https://txdot.txdotcms.com/> to periodically review your account information. Failure to maintain accurate records related to ownership, management control, and contact information could result in decertification.

All firms must be registered with the Secretary of State to do business with TxDOT. All firms identified as the apparent low bidder on construction and maintenance projects must have an E-Verify Memorandum of Understanding (MOU) for Employers executed through the Department of Homeland Security's (DHS) E-Verify system.

If you have any questions, you may contact Christina Calvo at 512.486.5510.

Sincerely,

Michael D. Bryant
Director
Civil Rights Division



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.416.4700 | WWW.TXDOT.GOV

May 13, 2020

George Olivares
Owner
GO Underground, LLC
217 E. Monroe Street
Harlingen, TX 78550

Re: Small Business Enterprise (SBE) Certification
Renewal Approval

Dear Mr. Olivares,

We have approved your recently submitted renewal application and your SBE certification remains active.

To ensure that your certification remains valid, please visit the Diversity Management System (DMS) at <https://txdot.txdotcms.com/> to periodically review your account information and complete the Renewal Application. Failure to maintain accurate records related to ownership, management control, and contact information could negatively affect your eligibility in the SBE program. If you experience technical difficulties with DMS please click on the "Contact Us and Support" link on the DMS homepage.

Sole Proprietors must have an updated Assumed Name Certificate with the County Clerk's Office and all other firms must be registered with the Secretary of State to do business with TxDOT. All firms identified as the apparent low bidder on construction and maintenance projects must have an E-Verify Memorandum of Understanding for Employers (MOU) executed through the Department of Homeland Security's (DHS) E-Verify system.

If you have any questions you may contact Christina Calvo at 512.486.5510.

Sincerely,

Michael D. Bryant
Director
Civil Rights Division

OUR VALUES: *People • Accountability • Trust • Honesty*

OUR MISSION: *Connecting You With Texas*

An Equal Opportunity Employer

September 30, 2021

GO Underground, L.L.C.

217 E. Monroe Avenue
Harlingen, TX 78550

To whom it may concern,

It gives me great pleasure to write this letter of recommendation for GO Underground. GO Underground (GO) has served as a very reliable and dependable subcontractor working on the Dicker Road Project for Precinct #3. My name is Saul Munoz, and I am the Project Manager assisting Precinct #3 with the Project management, inspection, and material testing. I oversee GO's work on the Dicker Road project.

I have known GO for the past two years as they were tasked with installing all the underground drainage, sheet piling slope protection and riprap on Dicker Road. I have had the opportunity to observe their participation and interaction with the work and to evaluate their experience and knowledge of the subject matter. They are an outstanding contractor in all respects. GO has proven that through good communication, hard work, follow through and teamwork is the key to success. Two GO examples of teamwork are provided below.

GO worked closely with Precinct #3 to initiate and complete a \$636,335.00 change order (CO). The CO was for McAllen PU to install a 12" water line on the north side of Dicker Road that services both McAllen and the City of Hidalgo. GO provided very acceptable prices, and the work was completed ahead of schedule.

GO working closely with Precinct #3 and myself initiated a cost savings opportunity during the concrete pipe installation. They provided a cost savings of \$170,885.00 for Precinct #3 by substituting a select backfill for the pipe with very good natural soils from the project. The funds were utilized by Precinct #3 for other major improvements being considered for Dicker Road.

GO Underground is well equipped to grow from any challenges that may be presented with any drainage related type of construction project. Their knowledge, skill, and expertise in underground storm sewer construction, shows that they are prepared for any sizable project. I would strongly suggest making GO Underground a part of your team.

Sincerely,
Saul R. Munoz, P.E.



P.O. Box 2724 • McAllen, TX 78502
(956) 585-3773 • www.B2ZEng.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shepard Insurance Agency 5801 N 10th St Ste 600 McAllen TX 78504	CONTACT NAME: PHONE (A/C, No, Ext): 956-686-3888 E-MAIL ADDRESS: erma@shepins.com FAX (A/C, No): 956-682-5650
INSURED Go Underground LLC 217 E Monroe Ave Harlingen TX 78550-5519	INSURER(S) AFFORDING COVERAGE INSURER A: United Fire Lloyds INSURER B: Texas Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1908002147**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			85323523	4/11/2020	4/11/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			85323523	4/11/2020	4/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			85323523	4/11/2020	4/11/2021	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	0001129846	4/11/2020	4/11/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

GL - Blanket Additional Insured included as per form CG2010 0413 & CG2037 0413; Blanket Waiver of Subrogation included as per form CG7208 0717;
Primary/Non-Contributory wording included as per form CG2001 0413
Auto - Blanket Additional Insured included as per form CA7109 0117; Blanket Waiver of Subrogation included as per form CA7109 0117
Workers' Compensation- Blanket Waiver of Subrogation included as per form WC420304B

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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P.O. Box 3783
McAllen, TX 78502
620 W. Ferguson
Pharr, TX 78577

tel:(956) 787-8536
fax:(956) 787-7232

August 3, 2020

City of Brownsville
1001 E. Elizabeth St.
Brownsville, TX 78521

To Whom it May Concern:

It has been the privilege of Valley Insurance Providers and Philadelphia Indemnity to provide surety bonds on behalf of GO Underground, LLC for over 7 years, during which time of GO Underground, LLC, has performed and we have issued performance and payment bonds for contracts valued in the range of 2,000,000. In our opinion of GO Underground, LLC remains properly financed, well equipped and capably managed. During this time Philadelphia Indemnity has had no claim issues. Any consideration given to our valued client of GO Underground, LLC will be greatly appreciated.

Currently of GO Underground, LLC has a 3,000,000 single project/ 7,000,000 aggregate bonding capacity. As always Philadelphia Indemnity reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms and project financing.

Philadelphia Indemnity is listed on the U.S Treasury Department's listing of Approved Sureties (2005 Department Circular 570) and has a AM Best Rating of A with a Financial Size Category of XV.

Very Truly Yours,

Andy Alvarez
Attorney-in-Fact

George Olivares
603 S. Tower Rd.
Alamo, Texas 78516
Phone: (956)412-6100 / Cell: (956)227-8501

SUMMARY: Twenty-seven years as a business owner and general manager. Excellent business communications. Direct involvement with preparation of bid proposals for the state, county, city, irrigation districts, drainage districts, and private contracts. Installation expertise in storm drain, sewer systems, gravity flow, force main lift stations, concrete structures, inlets and manholes, and box culverts. Also in modifications & extensions of all structures including pipes, concrete work (driveways, sidewalks, curb & gutter, irrigation lines, siphons and rip rap). Any system up to 10' x 10'.

EDUCATION: Harlingen North High School Harlingen, TX
1968-1971

EXPERIENCE:
07/08 to now **GO Underground, L.L.C.** Harlingen, TX
(Owner/General Manager)
Responsible for ensuring the success of all aspects of the project from the pre-bid and proposal stage through the contract award and project completion. Participate in the development of construction projects with owners and engineers, and oversee its organization, scheduling, and implementation. Analyses blueprints, specifications, and costs to assist with bid proposals.

08/02 to 06/08 **G.O. Excavating & Construction** Harlingen, TX
Schedule projects in logical steps and budget time required to meet deadlines. Determine labor requirements and dispatch workers to construction sites. Inspect and review projects to monitor compliance with building and safety codes, and other regulations. Interpret and explain plans and contract terms to administrative staff, workers, and clients, representing the owner or developer. Negotiate revisions, changes and additions to contractual agreements with engineers, clients, suppliers and other contractors. Line of work consisted 95% for TX DOT jobs.

Company Equipment

#	Model Year	Description	ID	Serial#
1	2001	JD Excavator	230LC	FD230CX600534
2	2002	410G JD Wheel Loader Backhoe	91033	t0410gx910533
3	2006	JD Loader	624J	DW624JZ605191
4	2006	JD Excavator	350D	FF350DX805233
5	2006	Backhoe Loader	410G	T0410GX960254
6	2006	JD Backhoe Loader	410G	T0410GX960248
7	2006	JD Wheel Loader	624J	DW624JZ608626
8	2006	JD Excavator	350	FF350DX805907
9	2002	JD Excavator	200CLC	FF200CX503436
10	1999	Bomag 47 Padfoot Roller		A219C2045V
11	2006	Champion 540 Padfoot Roller		X100385X
12	2006	Dynapac Padfoot Vibratory		NR6970373
13	2006	JD Excavator	330CLC	FF330CX083074
14	2006	JD Wheel Loader	624H	DW624HX581480
15		Lamore Broom	Model 8B	SN#24412
16	1998	Champion Motorgrader	C86A AWD	SN#200585
17		Ingersol Rand Forklift		
18	2014	Multiquip Vibratory Roller	AR13HA Tandem	SN#140501
19	2013	Volvo 4x4 Loader Backhoe	BL60B	SN#VCED60BT02122391
20	1999	Ingersoll-Rand Vibratory Padfoot Compactor	SD100F Propac	SN#161457
21	1998	Ferguson Roller	Model 46-14	SN#3996
22		Concrete Paving machine		
23	2013	Witzco Challenger	Lowboy	1W8A11E38DS000334
24		Ingersol Rand Compactor	SD40F	SN166681
25		Bomag Trench Compactor	BMP851	
26		Broce Broom Sweeper	RJ350	SN#89901
27		Hitachi Longreach	ZX200LC	SM#1G6P101512
28	2019	JD EXCAVATOR	50G	1FF050GXCKH290068
29	2017	JD Excavator	380 GLC	1FF380GXHHF9000212
30	2018	JD EXCAVATOR	210GLC	1FF210GXJJF525744

31	2005	Ingersoll Rand	Padfoot Roller sd-77f tf	SN#177352
32	2019	JD Wheel Loader	624L	1DW624LZCKF701637
33	2015	Laymor Sweepmaster	400 Sweeper	36451
34	2018	JD Excavator	250GLC	1FF250GXTJF610812
35	2012	VOLVO TRACK EXCAVATOR	EC700CL	SNVCEC700CJ00110150
36	2011	CAT Double Drum Roller	CB54XW	CAT0CB54CJLM00495
37	2007	STONE Padfoot Drum Compactor	PD43	SN232007002
38		Cedarapids Wheel Asphalt Paver	CR452	SNTRX00452E0K9L0101
39	2017	JD Motorgrader	672G	1DW672GXTGF677940
40		Taylor Cushion Tire Forklift	TY14BW	SN#11181560
41	2013	Ditch Witch RT-13	WALK BEHIND TRENCHER	SN#16XVD0000451
42	2022	Volvo	L110H	612492
43	1998	Bomag Pneumatic Roller	BW11RH	SN#A222C1597V
44	2018	Caterpillar Excavator	320GC HYD	CAT00320AKTN00391
45	2020	Caterpillar Backhoe Loader	416	SN#OOPS
46	1999	JD Wheel Loader	544H	SN#574014
47	2008	Bomag	BW213PDH- 40	901582571128
48	2013	Volvo	DD25	VCE00D25H0H650779
49	2015`	JD	310KEP	1T0310EKHFG276027
50		Kubota Hyd Excavator	KX91 352	43100
51	2019	Kubota TRACTOR	M7-171	M7171H10277
52	2022	Gamaco Crawler Curb Machine	GT3200	907100003
53	2022	JDMastless Grade	SmartGrade	1T05G96XJN0000326
54	2022	JD Compact Track Loader	333G	1T0333GMHPF438207
55	2015	JD Motor Grader	772GP	664160
56	2013	Volvo Motor Grader		VCEG930BH05576077
57	2007	Dynapac PadfootCompactor	CA250PD	10000108C0D007729
58	2006	Roadtec Tracked Cold Planer	RX900	CH90086157
59	2023	Gamaco Crawler Curb Machine	GT3200	907100003

Company Trucks

#	Model Year	Make	Model	Body Type	VIN
1	1993	International	G4900	Water Truck	1HTSG0003PH512807
2	1996	Big Tex	Flatbed	Trailer	1234
3	1992	Ford	L800	Water Truck	1FDZY82A6NVA36561
4	1989	Ford	Conventional	Water Truck	1FDYY82A7KVA55255
5	1987	Ford		Water Truck	1FTYR82A4HVA06962
6	2009	International	5900i	Truck/Tractor	1HSXRAPT69J047803
7	2007	Ford	F150	TRUCK	1FTRF12277KC86243
8	2016	GMC	SIERRA 3500	TRUCK	1GD42VCG4GF108349
9	2016	GMC	SIERRA 3500	TRUCK	1GD42VCG0GF209811
10	2018	GMC	SIERRA 1500	TRUCK	3GTU2NEC23G444313
11	2018	FORD	F250	TRUCK	1FT7W2BT5JEB71556
12	2019	GMC	SIERRA LIM	TRUCK	2GTR1LEC0K1225177
13	2018	CHEVROLET	SILVERADO 3500	FLATBED TRUCK	1GB4KYCY0JF201881
14	2003	BIG TEX 16' UT	GOOSENECK	TRAILER	4K8GX242131610824
15	2020	FORD	F350 SD	TRUCK	1FD8W3HN4LEC24927
16	1996	BIG TEX	UT	TRAILER	4K8GX2028T1311823
17	2006	international	7500	water truck	SN1HTWNAZR06J329337
18	2014	Ford	F150	XL 4x2	sn1ftnf1cf0ekd48323
19	2007	BIG TEX	UTILITY TRL	12PI-18 18FT	SN#16VPX182272382230
20	2015	KEARNEY	UTILITY TRL	18FT	SN#5LCLB1828F1038806
21	2008	BIG TEX	UTILITY TRL	12PI-18 18FT	SN#16VPX182981312026
22	1982	Progress	SST-DC	TANKER TRL	B32053
23	2018	Dodge Ram	5500 4x4 HD	CREW CAB FL TK	3C7WRNEL0JG269504
24	2015	CHEVROLET	Silverado K1500	TRUCK	1GCVKPEC4FZ296267
25	2016	Freightliner	Dump Truck		1FUGGEDY4GLGP8963
26	2016	Freightliner	Dump Truck		1FUGGEDV1GLHB3874
27	2021	CHEVROLET	Silverado	CREW CAB FL TK	1GB4YSE79MF237976

Jose G. Olivares

603 S. Tower Rd Alamo, TX 78516

Phone: (956)412-6100 / Cell: (956)358-9368

SUMMARY:

Eleven years experience with the supervision of projects planning schedules, and material deliveries, solving problems. Responsible for bringing to successful completion of several short and long term construction projects by planning, organizing, and coordinating projects; completing quality inspections; supervising sub-contractors and staff. Responsible for obtaining quotes, submittals, and coordinating material schedules with suppliers, project managers and engineers. Preparing bid proposals for local city, irrigation, drainage, county, schools, and state projects. Have obtained the OSHA 10 and 30 hour Certification for Construction.

Two years experience managing produce buy and sell operations. Pricing and promoting fresh produce, meeting objectives for sales, margin, and customer service.

Experience in dispatch, and daily transportation and delivery operations.

EDUCATION:

PSJA
2006-2009

Alamo, TX

EXPERIENCE:

11/12 to now

GO Underground, L.L.C.

Harlingen, TX

(Construction Supervisor/Estimator/Safety Officer)

Responsible for managing crew leaders, delivering quality work, and utilizing industry standards and materials. Coordinates work schedules with Project Managers and engineers. Preparing bid proposals by gathering material proposals, blueprints, specifications, and related documents. Computes costs by analyzing labor, material and time. Adhere to OSHA safety guidelines and practices.

01/10 to 11/12

GO First International Trade, L.L.C.

Harlingen, TX

(Produce Manager/USDA Compliance)

Responsible for negotiating with suppliers for favorable prices, terms, quality, and delivery. Purchase produce following guidelines of marketing plan. Research new or alternative sources of supply. Receive produce deliveries, follow established receiving procedures. Assist customers with produce questions and orders. Obtain credits from farmers and issue credits to buyers where applicable. Meet with farmers occasionally to discuss planting season and ordering commitments.

06/12 to 09/12

Fusion Freight Express, LLC.

(Logistics Manager/DOT Compliance)

Ensure carrier compliance with company policies or procedures for Product transit or delivery. Negotiate transportation rates or services. Supervise drivers, shipments, and schedulers.

Juan Olivares
603 S. Tower Rd.
Alamo, Texas 78516
Phone: (956)685-2124

SUMMARY: Fourteen years total experience with the installation of underground utilities, and its structures (inlets and manholes, precast or cast in place). Recording and submitting labor and wages as per TX DOT requirements. Responsible for timely and accurate submissions of bid proposals to project owner's. Analyzing plans and specs for the compilation of project proposals. Have obtained the OSHA 10 and 30 hour Certification for Construction.

EDUCATION: Donna High School Donna, TX
2001-2004

EXPERIENCE: 1/09 to now **GO Underground, L.L.C.** Harlingen, TX
(Project Manager/Payroll Clerk/EEO Officer)
Analyze and compile data for bid proposals including labor, materials, special machinery requirements, and location depending on the type and size of the project. Review plans & specs for material quoting and costs. Water and sewer line construction and related structures construction. Supervising the project sites, and meeting with owner's and engineers to discuss possible factors that may arise or need to be added. Scheduling projects and meeting deadlines. Recording labor wages as required by contract, and submitting certified payroll records. Responsible for Tracking Project Production Reports

SKILLS: **United States Marines Corps**
Iraq War Veteran
2004-2008



Financial Statements

GO UNDERGROUND, LLC

FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION

YEARS ENDED DECEMBER 31, 2022 AND 2021

GO UNDERGROUND, LLC

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INDEPENDENT AUDITOR'S REPORT

To Mr. George Olivares
Managing Member
of Go Underground, LLC
Harlingen, Texas

Opinion

We have audited the accompanying financial statements of Go Underground, LLC (a Texas limited liability company), which comprise the balance sheet as of December 31, 2022 and 2021, and the related statements of income, statements of changes in member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Go Underground, LLC as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Go Underground, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Go Underground, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Go Underground, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Go Underground's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary schedules on pages 14-19 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Report on 2021 Financial Statements

The financial statements of Go Underground, LLC as of December 31, 2021, were audited by other accountants who have ceased operations and whose report dated March 28, 2022, stated that based on their audit, they are not aware of any material modifications that should be made to the financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Gladys Martinez, CPA, PLLC

Gladys Martinez, CPA, PLLC

Weslaco, TX 78599

March 28, 2023





ALL COMPLETED PROJECTS

Project Name: Project#NH 2002 (787) Contract#0038-060-32 Starr County US 83
Type of Project: Installation of storm sewer system, type A & F Inlets, manholes, irrigation crossings.
Date(s): 04/03-02/04 **Complete**
Project Size: Large
Contract Amount: 1.5 Million
Location of Project: Starr County
Owner: TXDOT Price Construction
Owner's Contract: \$23,000,000.00
Address: US 83 Palmview, TX
Telephone Number: 956-968-5471 Becky Brewer becky@priceconstruction.com

Project Name: Project# STP 2004 (246)MMM 1804-02-018 FM 1926
Type of Project: Storm Drainage, irrigation, rip rap
Date(s): 07/03-06/05 **Complete**
Project Size: Medium
Contract Amount: \$522,536.00 *Labor & equipment only*
Location of Project: Hidalgo County
Owner: TX DOT - Zachry Construction
Owner's Contract: \$4,500,000.00
Address: 23rd Street McAllen, TX
Telephone Number: 361-438-2873

Project Name: Sebastian Job
Type of Project: Storm drain
Date(s): 05/04-11/04 **Complete**
Project Size: Small
Contract Amount: \$47,382.00
Location of Project:
Owner: Eberle Materials
Owner's Contract: \$450,000.00
Address:
Telephone Number: (956)461-3478

Project Name: NH 2004 (255) US 281
Type of Project: Storm drain, 10 X 10 box culverts, RCP

Date(s): 05/03/04-07/22/05 **Complete**
Project Size: Medium
Contract Amount: \$26,436.52
Location of Project: Hidalgo County
Owner: TX DOT - Zachry Construction
Owner's Contract: \$435,573.65
Address: US 281
Telephone Number: (210)475-8000

Project Name: Tortuga Bay
Type of Project: Water line, sewer line, storm drain

Date(s): 12/04-02/05 **Complete**
Project Size: Small
Contract Amount: \$29,589.95
Location of Project: Cameron County
Owner: Yarto International
Owner's Contract:
Address: South Padre Island
Telephone Number:

Project Name: Vanguard Academy
Type of Project: Storm drain, water line

Date(s): 05/05-06/05 **Complete**
Project Size: Small
Contract Amount: \$86,169.64
Location of Project: Hidalgo County
Owner: Robert Olivares
Owner's Contract:
Address: Pharr, TX
Telephone Number: (956)283-1700

Project Name:	Job#19583 DWG Name 9583SURV Plaza Viejo		
Type of Project:	Storm drain, sidewalks, miscellaneous		
Date(s):	05/05-08/05	Complete	
Project Size:	Small		
Contract Amount:	\$194,243.70		
Location of Project:	Cameron County		
Owner:	Broeren Russo Builders		
Owner's Contract:			
Address:	L.R. Cowen Subdivision Phase 1 State HWY 48 Brownsville, TX		
Telephone Number:	(512)233-1808		
Project Name:	Town of South Padre Island		
Type of Project:	Inlet adjustments		
Date(s):	06/05-06/05	Complete	
Project Size:			
Contract Amount:	\$2,100.00		
Location of Project:	Cameron County		
Owner:	Town of South Padre Island		
Owner's Contract:			
Address:			
Telephone Number:	(956)761-1025		
Project Name:	Laguna Vista to State 510		
Type of Project:	Installation of 4 X 6 Box Culverts, poured retaining wall at out fall into the Laguna Madre		
Date(s):	06/05-07/05	Complete	
Project Size:	Small		
Contract Amount:	\$46,072.00	Labor & equipment only	
Location of Project:	Cameron County		
Owner:	G & T Paving Co		
Owner's Contract:	\$85,000.00		
Address:	P.O. Box 5136 Brownsville, Tx 78523		
Telephone Number:	(956)546-3633	gtpavingco@yahoo.com	Abel Gonzalez

Project Name: Project#MG 2004 (737) FM 509
Type of Project: Installation of storm sewer, inlets, manholes, cut and restore. Crossing US Bus 83

Date(s): 07/07/05-04/05/06 **Complete**
Project Size: Small
Contract Amount: \$149,884.85 *Labor & equipment only*
Location of Project: Cameron County
Owner: TX DOT - G & T Paving Co.
Owner's Contract:
Address: P.O. Box 5136 Brownsville, tx 78523
Telephone Number: 956-546-3633 gtpavingco@yahoo.com Abel Gonzalez

Project Name: Lance Lane Drain Improvement
Type of Project: Storm Drain

Date(s): 08/05-10/05 **Complete**
Project Size:
Contract Amount: \$46,540.00
Location of Project: Hidalgo County
Owner: City of Alamo
Owner's Contract:
Address: Alamo, TX
Telephone Number: (956)381-6480 Quintanilla Headley And Associates

Project Name: BID NO#2005-275-08-17-MSS Morningside Estate Outfall Improvements
Type of Project: Storm drain

Date(s): 08/10/05-01/25/06 **Complete**
Project Size: Small
Contract Amount: \$45,000.00
Location of Project: Hidalgo County
Owner: Hidalgo County Precinct No.4
Owner's Contract:
Address: San Juan, TX
Telephone Number: 956-318-2626

Project Name: Project#C 3532-2-8 FM 3338
Type of Project: Installation of driveway pipes and cast in place safety end treatment

Date(s): 08/23/05-07/17/06 **Complete**
Project Size: Small
Contract Amount: \$23,632.00 *Turnkey Labor & Equipment & Material*
Location of Project: Webb County
Owner: TX DOT - Price Construction
Owner's Contract: Unknown
Address: 21202 FM 1472 Laredo, TX
Telephone Number: 800-525-9685

Project Name: CSJ#0086-14-0022 Loop 20 Laredo Arena Subdivision, Unit V
Type of Project: Construct Turn lane, and inlet adjustment

Date(s): 02/28/06-06/08/06 **Complete**
Project Size: Small
Contract Amount: \$11,807.00
Location of Project: Webb County
Owner: Price Construction
Owner's Contract:
Address: Deceleration Lane Laredo, TX
Telephone Number: 800-525-9685

Project Name: Project#NH 2002 (787) Control#0018-05-062 IH-35
Type of Project: Installation of storm sewer system, Type A & F Inlets and Manholes, Type H
maholes, cement stabilized backfill

Date(s): 02/01/05-09/1/2009 **Complete**
Project Size: Large
Contract Amount: \$1,446,117.39
Location of Project: Webb County
Owner: TX DOT Price Construction
Owner's Contract: \$35,000,000.00
Address: IH-35 Laredo, TX
Telephone Number: 956-237-4661 Jim Price

Project Name: Project#C 3304-1-1 Control#3304-01-001 FM 3195
Type of Project: Storm Drain installation, underground utilities

Date(s) 02/01/06-06/03/08 **Complete**
Project Size: Small
Contract Amount: \$196,688.19 *Labor & equipment only*
Location of Project: Cameron County
Owner: TX DOT - Ballenger Const
Owner's Contract:
Address: Stuart Place Rd Harlingen TX
Telephone Number: (956)421-9500

Project Name: Project#SFT 2150-4-38 Contract#215004038 FM 1472
Type of Project: Installation of storm sewer, inlets & manholes, cut and restore cement backfill

Date(s): 02/2006-07/2006 **Complete**
Project Size: Small
Contract Amount: \$333,792.84
Location of Project: Webb County
Owner: TX DOT - Price Construction
Owner's Contract: \$4,963,214.21
Address: Laredo, TX
Telephone Number: Office: 432-267-1691 Jim Price: 956-237-4661

Name of Project: Laredo Colombia International Bridge
Type of Project: Concrete drainage channel improvements

Date(s) 02/21/06-06/21/06 **Complete**
Project Size: Small
Contract Amount: \$183,909.75
Location of Project: Webb County
Owner: City of Laredo
Owner's Contract:
Address: Laredo, TX
Telephone Number: (956)791-7346

Project Name: Project#MG 2005 (288) Control#C 0039-08-087 US 77
Type of Project: Installation of storm sewer across frontages, precast safety ends, cement stabilized backfill, cut and restore, wing walls, box culvert extensions, rip rap

Date(s) 03/15/06-06/30/07 **Complete**
Project Size: Medium
Contract Amount: \$357,602.50 *Labor & equipment only except for box culverts, extensions, headwalls & rip rap*

Location of Project: Cameron County
Owner: TXDOT - Ballenger Construction
Owner's Contract: \$45,000,000.00
Address: US 77
Telephone Number: 956-399-5381

Project Name: Project#STP 2005 (175) Control#1065-02-028 SP 486 Williams Rd
Type of Project: Installation of storm sewer, inlets, manholes, rip rap

Date(s): 7/18/06-12/31/06 **Complete**
Project Size: Medium
Contract Amount: \$284,724.25 *Labor & Equipment only*
Location of Project: Cameron County
Owner: G & T Paving, Inc. - TXDOT
Owner's Contract: Unknown
Address: Williams Rd San Benito, TX
Telephone Number: 956-546-3633 Roberto Gonzalez

Name of Project: Project#MG 2005 (523) US 281
Type of Project: Installation of storm drain, irrigation lines, outfall improvements.

Date(s) 06/06-3/2010 **Complete**
Project Size: Large
Contract Amount: \$1,090,116.68
Location of Project: Hidalgo County
Owner: TX DOT - Ballenger construction
Owner's Contract: \$35 Million
Address: US 281 From State Highway 107 to Monte Cristo
Telephone Number: 956-399-5381

Project Name: NJ 2005(653) CSJ: 2356-01-014 FM 2520
Type of Project: Installation of storm sewer system, irrigation crossings, manholes and inlets,
cut across main roads with pipes

Date(s): 10/06-08/25/08 **Complete**
Project Size: Medium
Contract Amount: \$498,222.21 *Labor & Equipment only*
Location of Project: Cameron County
Owner: G & T Paving, Inc - TXDOT
Owner's Contract: 6.5 Million
Address: S. Sam Houston Rd San Benito, TX
Telephone Number: 956-546-3633 Roberto Gonzalez

Project Name: Project#C 872-4-23 Control#0872-04-023 FM 506
Type of Project: Installation of storm sewer inlets & manholes box culverts RCP irrigation lines

Date(s): 10/20/06-02/08 **Complete**
Project Size: Medium
Contract Amount: \$334,304.90
Location of Project: Cameron County
Owner: TXDOT - G & T Paving, Inc
Owner's Contract: 4.5 Million
Address: FM 506 La Feria, TX
Telephone Number: 956-592-1410 Secundino Gutierrez

Name Of Project: Project#HP 2007 (018) Control#C 0331-04-058 PR 100
Type Of Project: Storm drain installation

Date(s): 11/08/06-04/30/08 **Complete**
Project Size: Medium
Contract Amount: \$439,503.62 **Labor & equipment only**
Location of Project: Cameron County
Owner: TX DOT - Ballenger Const.
Owner's Contract:
Address: PR 100 South Padre Island, TX
Telephone Number: (956)421-9500

Project Name: Project#0255-03-032 Control#CPM 255-4-84 Brooks County
Type of Project: Relocated SET's

Date(s) 01/18/07-02/27/07 **Complete**
Project Size: Small
Contract Amount: \$18,728.88
Location of Project:
Owner: TX DOT - Ballenger Const
Owner's Contract:
Address:
Telephone Number: (956)421-9500

Project Name: Project#101829 Resaca De La Palma
Type of Project: Storm Sewer System Installation, Box culverts, 60" Pipe to 18" Pipe, 30" PVC Pipe feeding hydroelectric plant. 100 inlets with 8 different cast in place Manholes and inlets

Date(s) 02/07-05/08 **Complete**
Project Size: Small
Contract Amount: \$112,000.00 *Labor Equipment & Material*
Location of Project: Hidalgo County
Owner: H2O Construction - Texas Wildlife Parks
Owner's Contract: \$145,000.00
Address: Texas Wildlife Reservation
Telephone Number: 956-425-6953 Chris Hamby chamby2136@aol.com

Project Name: Project#STP 2007(219) Control#1802-01-031 3 Mile Line/FM 1924
Type of Project: Storm drain installation

Date(s) 05/29/07-05/19/08 **Complete**
Project Size: Medium
Contract Amount: \$464,559.98 *Labor & equipment only except for inlets & manhole structures were Turn Key*
Location of Project: Hidalgo County
Owner: TX DOT - Ballenger Const
Owner's Contract:
Address: Mission, TX
Telephone Number: (956)421-9500 joec@bal-con.com Joe Ballenger

Project Name: Project#C39-17-148 Contract#27034-4 Hidalgo County US 83
Type of Project: Storm drain, irrigation

Date(s) 05/23/07- **Complete**
Project Size: Large
Contract Amount: \$1,102,024.71
Location of Project: Hidalgo County
Owner: TX DOT - Foremost Paving, Co
Owner's Contract:
Address: US 83 Mission, TX
Telephone Number: 956-316-8900 jeffrey@fpitex.com Jeff Kindel

Project Name: Contract#725260 Cragon Rd
Type of Project: Installation of 10 X 10 box culverts, use of well points, concrete baskets, replace caliche roads

Date(s): 10/22/07-01/08 **Complete**
Project Size: Small
Contract Amount: \$67,539.00
Location of Project: Cameron County
Owner: H2O Construction - Cameron County Drainage District #5
Owner's Contract: \$350,000.00
Address: Cragon Rd Primera, TX
Telephone Number: 956-495-6953 Chris Hamby

Project Name: Project#STP 2007 (777) Control#1137-02-032 Loop 499
Type of Project: Installation of storm sewer inlets and manholes, concrete structures such as wing walls, cast in place 7 X 5 box culverts and 10 X 10 box culverts

Date(s) 10/07-05/08 **Complete**
Project Size: Large
Contract Amount: \$841, 833.71 878296.9
Location of Project: Cameron County
Owner: Foremost Construction - TXDOT
Owner's Contract: \$7,000,000.00
Address: Loop 499 Harlingen, TX
Telephone Number: 956-399-5381

Project Name: Harlingen Job
Type of Project: Relocation of water utility lines.

Date(s) 12/06/07-01/7/08 **Complete**
Project Size: Small
Contract Amount: \$28,619.86
Location of Project: Cameron County
Owner: Harlingen Water Works Systems
Owner's Contract:
Address: Loop 499 Harlingen, TX
Telephone Number: (956)430-6119

Project Name: Project#P486 Contract#08-001-01-08 Mercedes Drain Improvements
Type of Project: Installation of storm sewer, manholes and inlets, Installation of box culverts
Drian ditch backfill, cement stabilized backfill

Date(s) 01/08-05/08 **Complete**
Project Size: Medium
Contract Amount: \$282,455.40 *Labor Equipment & Material*
Location of Project: Hidalgo County
Owner: Hidalgo County Drainage District #1
Owner's Contract:
Address: Expwy 83 Mercedes, TX
Telephone Number: 956-292-7080 HCDD#1

Project Name: Texas State Technical College
Type of Project: Manholes

Date(s) 3/31/08-04/02/08 **Complete**
Project Size: Small
Contract Amount: \$4,500.00
Location of Project: Cameron County
Owner: Texas State Technical College
Owner's Contract:
Address: Loop 499 Harlingen, TX
Telephone Number:

Project Name: (WILLIES/MERCEDES DRAIN)
Type of Project:

Date(s) 4/1/2009 **COMPLETE**
Project Size: SMALL
Contract Amount: \$500.00
Location of Project: HIDALGO COUNTY
Owner: JM CONSTRUCTION
Owner's Contract:
Address: In front of Willies & Mercedes Drain
Telephone Number: 956-565-5222

Project Name: Project#STP 2007 (660) Contract#28008-10 FM 907
Type of Project: Road widening, storm drain, and irrigation

Date(s) 05/30/08-03/01/2012 **Complete**
Project Size: Large
Contract Amount: \$1,968,668.68 \$298,868.70
Location of Project: Hidalgo County
Owner: TX DOT Foremost Paving, Inc.
Owner's Contract:
Address: FM 907 Alamo, TX
Telephone Number: 956-316-8900

Project Name: Bid#DD 08-002-01-30 McColl Rd Mission Inlet Crossing
Type of Project: Installed arched way structure, and drainage structures

Date(s) 06/15/08-01/04/09 **Complete**
Project Size: Medium
Contract Amount: \$410,000.00 *District provided arched way structure & hauling*
Location of Project: Hidalgo County
Owner: Hidalgo County Drainage District No.1
Owner's Contract:
Address: Mission, TX
Telephone Number:

Project Name: Harlingen Teacher's Credit Union
Type of Project: Drainage Improvement

Date(s) 9/10/2008 **Complete**
Project Size: Small
Contract Amount: \$12,000.00
Location of Project: Cameron County
Owner: Harlingen Teacher's Credit Union
Owner's Contract:
Address: Lewis Lane & Frontage Rd Harlingen, TX
Telephone Number: (956)430-6190

Project Name: Project#CBI 2008 (337) Contract#29005-2 Starr County US 83
Type of Project: Storm Drain

Date(s) 10/20/08-09/30/2011 **Complete**
Project Size: Medium
Contract Amount: \$687,907.14
Location of Project: Starr County
Owner: TX DOT Foremost Paving, Inc.
Owner's Contract:
Address: US 83 Roma, TX
Telephone Number: 956-316-8900

Project Name: Project#VIA07034 Valley International Airport
Type of Project: Drainage Improvements

Date(s) 11/24/08-01/09 **Complete**
Project Size: Large
Contract Amount: \$353,396.59
Location of Project: Cameron County
Owner: C P & Y
Owner's Contract:
Address: Harlingen, TX
Telephone Number: (512)241-2222 Bryan Wren bryan@flythevalley.com

Project Name: City of Alamo
Type of Project: Water line adjustments

Date(s) 11/25/08-01/09/09 **Complete**
Project Size: Small
Contract Amount: \$6,510.31
Location of Project: Hidalgo County
Owner: City of Alamo
Owner's Contract:
Address: FM 907 Alamo, TX
Telephone Number: 956-787-0006

Project Name: La Copa Inn
Type of Project: Adjusted inlet, added 16' of RCP

Date(s) 4/5/2009 **Complete**
Project Size: Small
Contract Amount: \$8,000.00
Location of Project: Hidalgo County
Owner: La Copa Inn Motel
Owner's Contract:
Address: US 83 Frontage Rd Mercedes, TX
Telephone Number: (956)425-1330 Joe Vasquez 956-239-3392

Project Name: Project# Hidalgo FM 88, C 698-3-80 Contract#27027-1
Type of Project: Rip Rap, canastas

Date(s) 5/11/2009-04/15/2010 **Complete**
Project Size: Small
Contract Amount: \$39,219.87
Location of Project: Hidalgo County
Owner: TX DOT Foremost Paving, Inc
Owner's Contract:
Address: Mile 12 1/2 Elsa, TX
Telephone Number: 956-316-8900

Project Name: Austin Traffic Signal
Type of Project: Sewer line repair

Date(s) 6/9/09 **Complete**
Project Size: Small
Contract Amount: \$8,994.00
Location of Project: Hidalgo County
Owner: GO Underground
Owner's Contract:
Address: Roma, TX
Telephone Number: 512-255-9951

Project Name: Project:STP 2009 (402) FM 1017
Type of Project: Storm drain

Date(s) 6/26/2009-08/2009 **Complete**
Project Size: Small
Contract Amount: \$20,824.82
Location of Project: Starr County
Owner: TX DOT Foremost Paving
Owner's Contract:
Address: FM 1017 La Gloria
Telephone Number: 956-316-8900

Project Name: Project:STP 2008(673) FM 1017 Control: 1227-02-012
Type of Project: Storm drain

Date(s) 6/3/2009-02/21/10 **Complete**
Project Size: Medium
Contract Amount: \$141,259.18
Location of Project: Starr County
Owner: TX DOT Foremost Paving
Owner's Contract:
Address: FM 1017
Telephone Number: 956-316-8900

Project Name: Project No#STP 2009(689)ES Hidalgo, CR "I" RD
Type of Project: Storm drain system

Date(s) 8/28/2009-07/26/2011 **Complete**
Project Size: Large
Contract Amount: \$1,186,410.76
Location of Project: Hidalgo County
Owner: TX DOT Foremost Paving
Owner's Contract:
Address:
Telephone Number: 316-8900

Project Name: Project No#STP 2009(711)ES Starr, FM 755
Type of Project: Storm drain

Date(s) 9/1/2009-08/17/2015 **Complete**
Project Size: Large
Contract Amount: \$1,149,577.70
Location of Project: Starr County
Owner: TX DOT Foremost Paving
Owner's Contract:
Address: FM 755
Telephone Number: 316-8900

Project Name: Project No#STP 2003 (101)MM Hidalgo, BUS 83-S Mission
Type of Project: Storm drain

Date(s) 9/15/2009-04/30/2013 **Complete**
Project Size: Small
Contract Amount: \$613,839.78 \$515,671.62
Location of Project: Hidalgo County
Owner: Foremost Paving - TX DOT
Owner's Contract:
Address: BUS 83 Mission, TX
Telephone Number: 316-8900

Project Name: Project#STP 2010 (156) Control#0220-04-041, etc Cameron FM 733
Type of Project: Culvert crossings

Date(s) 3/10/10-03/30/10 **Complete**
Project Size: Small
Contract Amount: \$36,566.12
Location of Project: Cameron County
Owner: City of Brownsville/G & T Paving
Owner's Contract:
Address: Kansas City Rd
Telephone Number:

Project Name: Valley International ULA
Type of Project: Storm drain improvements

Date(s) 1/13/2010-06/14/10 **Complete**
Project Size: Medium
Contract Amount: \$298,868.41
Location of Project: Cameron County
Owner: VIA
Owner's Contract:
Address: Valley Intn'l Airport Harlingen, TX
Telephone Number: 956-430-8605

Project Name: Elizabeth St Street and Drainage Improvements
Type of Project: Storm drain

Date(s) 1/13/2010-03/08/10 **Complete**
Project Size: Small
Contract Amount: \$67,200.46
Location of Project: Cameron County
Owner: G & T Paving - TX DOT
Owner's Contract:
Address: Elizabeth St
Telephone Number: 956-546-3633

Project Name: Project#NH 2010(488),ETC Contract-CSG: 0038-03-025 Zapata US 83
Type of Project: Storm drain

Date(s) 2/4/2010-02/28/2013 **Complete**
Project Size: Medium
Contract Amount: \$481,928.50 \$478,950.00
Location of Project: Zapata County
Owner: Foremost Paving - TX DOT
Owner's Contract:
Address: US 83
Telephone Number: 956-316-8900

Project Name: Project#STP 2010(083)ES FM 2061
Type of Project:

Date(s) 2/17/2010-03/26/2010 **Complete**
Project Size: Small
Contract Amount: \$9,335.12
Location of Project: Hidalgo County
Owner: Foremost Paving - TX DOT
Owner's Contract:
Address: FM 2061
Telephone Number: 316-89020

Project Name: South Padre Island Fire Hydrant
Type of Project: Fire hydrant installation

Date(s) 02/20/10-2/28/10 **Complete**
Project Size: Small
Contract Amount: \$8,300.00
Location of Project: Cameron County
Owner: City of South Padre Island
Owner's Contract:
Address: South Padre Island
Telephone Number: 956-761-5456

Project Name: City of La Feria
Type of Project: Water Main

Date(s) 03/22/10-03/26/10 **Complete**
Project Size: Small
Contract Amount: \$3,400.00
Location of Project:
Owner: City of La Feria
Owner's Contract:
Address: Kansas City Rd La Feria
Telephone Number: 797-2261

Project Name: San Benito Manhole
Type of Project: Sewer manhole rehabilitation

Date(s) 3/22/2010-04/30/10 **Complete**
Project Size: Small
Contract Amount: \$97,050.80
Location of Project: Cameron County
Owner: C & A Builders Cesar Anguiano
Owner's Contract:
Address: San Benito, TX
Telephone Number: 956-453-6319

Project Name: Project#STP 2010(580)ES Contract-CSJ: 0039-04-080 BUS 83 S Mercedes
Type of Project: Storm drain, road widening

Date(s) 6/14/201008/13/2014 **Complete**
Project Size: Medium
Contract Amount: \$337,758.58
Location of Project: Hidalgo County
Owner: TX DOT Foremost Paving
Owner's Contract:
Address: Bus 83 Weslaco, TX
Telephone Number: 316-8900

Project Name: ER 2010(219) Contract-CSJ: 2529-01-018 FM 2556 Solis Rd
Type of Project: Storm drain

Date(s) 11/1/2010-04/30/2013 **Complete**
Project Size: Large
Contract Amount: \$1,027,224.41 \$1,183,721.79
Location of Project: Cameron County
Owner: TX DOT Foremost Paving
Owner's Contract:
Address:
Telephone Number: 316-8900

Project Name: STP 2011(072) Contract-CSJ: 0220-02-025, ETC US 281
Type of Project: Storm drain

Date(s) 1/1/2012-05/30/2012 **Complete**
Project Size: Large
Contract Amount: \$219,529.00 \$213,939.43
Location of Project: Hidalgo County
Owner: TX DOT Foremost Paving
Owner's Contract:
Address:
Telephone Number: 316-8900

Project Name: STP 2011(073) Control No. 0220-01-028 US 281
Type of Project: Storm drain

Date(s) 7/1/2010-07/26/2011 **Complete**
Project Size: Small
Contract Amount: \$74,771.72
Location of Project: Hidalgo County
Owner: TX DOT Foremost Paving
Owner's Contract:
Address: US 281
Telephone Number: 316-8900

Project Name: Project#STP 2011(358) Control No. 142901025 Hidalgo County, FM 2557 Stewart RD
Type of Project: Storm drain

Date(s) 10/19/2010-12/02/2013 **Complete**
Project Size: Large
Contract Amount: \$823,369.07 \$810,974.96
Location of Project: Hidalgo County
Owner: TX DOT Foremost Paving
Owner's Contract:
Address: Stewart Rd
Telephone Number: 316-8900

Project Name: East Line Drainage Improvements Johnson Road
Type of Project: Drainage Improvements

Date(s) 3/1/2011-07/26/2011 **COMPLETE**
Project Size: Small
Contract Amount: \$64,500.00
Location of Project: Hidalgo
Owner: Cameron County Drainage District #3 - H2O Construction
Owner's Contract:
Address: Johnson Road Arroyo City, TX
Telephone Number: 956-495-6953 Chris Hamby

Project Name: City of RGC
Type of Project: Install manholes, modified structures

Date(s) 8/1/2011 **COMPLETE**
Project Size: Small
Contract Amount: \$39,000.00
Location of Project: Starr County
Owner: City of Rio Grande City
Owner's Contract:
Address: FM 755 Rio Grande City, TX
Telephone Number: 956-488-8728 Elisa Beas

Project Name: Flood Diversion Structure Cascade Park
Type of Project: Flood Diversion

Date(s) 6/17/2011-10/01/2011 **COMPLETE**
Project Size: Small
Contract Amount: \$59,308.00
Location of Project: Cameron County
Owner: CCDD#1 - H2O Const
Owner's Contract:
Address: Brownsville, TX
Telephone Number: 956-425-9922 Chris Hamby chamby2136@aol.com

Project Name: Lateral A to Retamal Dam
Type of Project: Flood Control

Date(s) 10/1/2011-12/16/2011 **Cancelled**
Project Size: Large
Contract Amount: \$405,000.00
Location of Project: Hidalgo County
Owner: SBBI, Inc. - H2O Const
Owner's Contract:
Address:
Telephone Number: 956-425-9922

Project Name: Street and Drainage Improvements Town of Laguna Vista
Type of Project: Street and Drainage Improvements

Date(s) 11/1/2011-12/30/2011 **Complete**
Project Size:
Contract Amount: \$18,428.00
Location of Project: Cameron County
Owner: R & R Paving
Owner's Contract:
Address: Palo Blanco & Broadway
Telephone Number: 956-399-4391 Ramiro Gonzalez rrpavingco@aol.com

Project Name: Primera RD Utility Relocation Project
Type of Project: Utility relocation, Walter Lines, Sewer Lines, Manholes, Fire Hydrants

Date(s) 11/16/2011-06/30/2013 **Complete**
Project Size: Medium
Contract Amount: \$455,808.50 \$839,039.69
Location of Project: Cameron County
Owner: City of Primera - R.E. Garcia & Associates
Owner's Contract:
Address: Primera Road
Telephone Number: 956-423-9654 Javier Mendez/956-381-1061 Raul Garcia, P.E.

Project Name: Tamm Lane Drainage Improvements Drain Ditch
Type of Project: Installation of 10X 10 Box Culverts

Date(s) 11/2/2011-11/30/2012 **Complete**
Project Size: Medium
Contract Amount: \$644,266.74
Location of Project: Cameron County - DOS Logistics
Owner: Cameron County
Owner's Contract:
Address: Tamm Lane
Telephone Number: 956-968-8800 Luis Nava luisnava@doslogistics.com

Project Name: Alamo & 7th St Repair of Waste Waterline City of San Benito
Type of Project: Repair waste waterline

Date(s) 1/11/2012-01/20/2012 **COMPLETE**
Project Size: Small
Contract Amount: \$27,125.00
Location of Project: Cameron County
Owner: City of San Benito - Coym, Rehmet, & Gutierrez
Owner's Contract:
Address: Alamo & 7th St
Telephone Number: 956-361-3800/361-991-8550 Victor Gutierrez, Jr. P.E.

Project Name: Primera Industrial Park
Type of Project: Installation of sewer manhole

Date(s) 04/01/2012-04/24/2012 **COMPLETE**
Project Size: Small
Contract Amount:
Location of Project: Cameron County
Owner: E-CON Group LLC
Owner's Contract:
Address: Primera, TX
Telephone Number: 956-638-6183 Eli Gonzalez

Project Name: Project#2012-75 Bar Subdivision No. 5 Phase 2-Drainage Improvements
Type of Project: Storm Drain & sewer work

Date(s) 5/21/2012-10/31/2012 **COMPLETE**
Project Size: Medium
Contract Amount: \$153,672.13
Location of Project: Hidalgo County
Owner: City of Edinburg
Owner's Contract:
Address: Bar 5 Subdivision Edinburg, TX
Telephone Number: 956-383-8210 Tomas Reyna treyna@cityofedinburg.com

Project Name: Odem Rd Bridge Force Main Repairs CRG-Project No: 20495c
Type of Project: Sewer line

Date(s) 7/18/2012-03/30/2013 **COMPLETE**
Project Size: Medium
Contract Amount: \$187,340.76 \$178,853.51
Location of Project: Cameron County
Owner: Coym, Rehmet & Gutierrez Engineering, L.P. - City of San Benito
Owner's Contract:
Address: Odem Rd San Benito, TX
Telephone Number: 361-664-5821 Victor Gutierrez vmg@crgei.com

Project Name: STP 2012 (698) CAMERON COUNTY, US 77
Type of Project:

Date(s) 10/1/2012-03/05/2015 **COMPLETE**
Project Size: Medium
Contract Amount: \$264,111 \$327,114.96
Location of Project: Cameron County
Owner: TX DOT - Foremost Paving
Owner's Contract:
Address: US 77 Sebastian, TX
Telephone Number: 956-316-8900

Project Name: CCDD#3 East Line Drain Imprmts, Round One, Excess Funds GLO Cont#10-5020-000-4994
Type of Project:

Date(s) 11/28/2012-05/05/2013 **Complete**
Project Size: Medium
Contract Amount: \$369,580.50 \$374,088.66
Location of Project: Cameron County
Owner: CCDD#3 - Brown, Leal, & Associates
Owner's Contract:
Address: Arroyo City, TX
Telephone Number: 956-428-4041 Jack Brown, P.E. jbrown@blengineer.com

Project Name: City of Rio Hondo FM1846 Water Impvt Project TX Dept. of Agriculture TxCDBG Cont#711400
Type of Project:

Date(s) 10/24/2012-05/05/2013 **COMPLETE**
Project Size/Percentage Small 100%
Contract Amount: \$180,597.50 \$184,837.55
Location of Project: Cameron County
Owner: TX Department of Agriculture - City of Rio Hondo
Owner's Contract:
Address: FM 1846
Telephone Number: Raul G Garcia P.E. 956-381-1061

Project Name: Laguna Madre Water District Microfiltration Project Operations and Maintenance Bldg
Bid Package No.1 (CF0907-12-09-01)

Type of Project:

Date(s) 11/1/2012-02/28/2013 **COMPLETE**
Project Size: Small
Contract Amount: \$127,109.41
Location of Project: Cameron County
Owner: Laguna Madre Water Dist- GP7 Construction, LLC
Owner's Contract:
Address: Laguna Madre. TX
Telephone Number: 956-789-7784 Steve Garza sgarzagp7@gmail.com

Project Name: City of Edinburg Lift Station #40 Upgrade Bid NO#2013-48

Type of Project:

Complete

Date(s) 1/7/2013-07/30/2013

Project Size: Medium

Contract Amount: \$299,967 \$280,254.23

Location of Project: Hidalgo County

Owner: City of Edinburg

Owner's Contract:

Address:

Telephone Number: 956-388-8204 Omar Canc OCano@cityofedinburg.com

Project Name: City of Edcouch TGL Contract No. DRS010042

Type of Project: Storm Drainage Pipe Control Gates Contract B

Date(s) 3/25/2013-09/01/2013 **Complete**

Project Size: Small

Contract Amount: \$59,432.00

Location of Project: Hidalgo County

Owner: City of Edcouch - Cruz Hogan Consultants

Owner's Contract:

Address:

Telephone Number: 956-425-8968 Orlando Cruz (Engineer) orlando@cruzhogan.net

Project Name: City of Weslaco Water Treatment Plant Expansion and Distribution System Improvements

Type of Project:

Date(s) 5/3/2013-10/22/2013 **Complete**

Project Size: Large

Contract Amount: \$285,000.00

Location of Project: Hidalgo County

Owner: City of Weslaco - CDM Constructors Inc.-J.F. Trenching & Paving

Owner's Contract:

Address: Weslaco, Tx

Telephone Number: 209-275-5695 Dana Hensley/956-487-1107 Jorge Falcon

flaco_1107@yahoo.com

Project Name: City of Primera Wilson Rd Emergency

Type of Project: Water line repairs

Date(s) 06/27/2013-07/03/2013 **Complete**

Project Size: Small

Contract Amount: \$10,016.22

Location of Project: Cameron County

Owner: City of Primera - R.E. Garcia & Associates

Owner's Contract:

Address: Wilson Rd Primera, TX

Telephone Number: 956-381-1061 Raul Garcia REGAASSOC@aol.com

Project Name: City of Santa Rosa Pipe Line Emergency

Type of Project:

Date(s) 7/1/2013-/25/2013 **Complete**

Project Size: Small

Contract Amount: \$8,705.55

Location of Project: Cameron County

Owner: City of Santa Rosa -GO Underground, LLC

Owner's Contract:

Address: San Antonio Avenue Santa Rosa, TX

Telephone Number: 956-412-6100 Raul Garcia REGAASSOC@aol.com

Project Name: STP 2013(899)CAMERON CSJ: 1801-02-014, Cameron County, FM1847

Type of Project:

Date(s) 8/8/2013 **COMPLETE**

Project Size: Medium

Contract Amount: \$165,264.90

Location of Project:

Owner: TX DOT - FOREMOST PAVING INC.

Owner's Contract:

Address:

Telephone Number: 956-316-8900 Jeff Kindell jeffrey@fpitex.com

Project Name: Lasby Lift Station Replacement & WW System Improvements CRG Project No#20696c

Type of Project:

Date(s) 9/17/2013-04/16/15 **COMPLETE**
Project Size: Large
Contract Amount: \$707,854.48 704049.36
Location of Project: Cameron County
Owner: City of San Benito - Coym, Rehmet, & Gutierrez Engineering, L.P.
Owner's Contract:
Address: San Benito, TX
Telephone Number: 361-991-8550 Victor Gutierrez vmg@crgei.com

Project Name: Walmart Store 3657-01 3000 North Jackson Hidalgo

Type of Project:

Date(s) 11/1/2013-12/03/2014 **COMPLETE**
Project Size: Large
Contract Amount: \$689,266.96 \$715,210.96
Location of Project: Hidalgo County
Owner: Foremost Paving
Owner's Contract:
Address: Jackson Rd Hidalgo, TX
Telephone Number: 956-316-8900 Carter Biel carter@fpitex.com

Project Name: City of Lyford Rehabilitation of Broadway Lift Station TDA TxCDBG Contract No.713530

Type of Project:

Date(s) 9/8/2014-04/07/15 **COMPLETE**
Project Size: Small
Contract Amount: \$139,875.00 \$166,727.50
Location of Project: Willacy County
Owner: City of Lyford Cruz Hogan Consultants, Inc.
Owner's Contract:
Address: Broadway Lyford, Tx
Telephone Number: 956-425-8968 Orlando Cruz orlando@cruzhogan.net

Project Name: Valley International Airport - Driveway

Type of Project:

Date(s) 10/29/2014-11/17/2014 **COMPLETE**

Project Size: Small

Contract Amount: \$8,050.00

Location of Project:

Owner: Valley International Airport Harlingen

Owner's Contract:

Address: 3002 Heritage Way, 3rd FL Harlingen, TX 78550

Telephone Number: 956-430-8605 Bryan Wren Brbryan@flythevalley.com

Project Name: LNG Brownsville Brush Removal

Type of Project:

Date(s) 09/17/2014-10/30/2014 **COMPLETE**

Project Size: Small

Contract Amount: \$18,614.00

Location of Project: Cameron County

Owner: Terracon

Owner's Contract:

Address: 1506 Mid Cities Drive Pharr, TX 78577

Telephone Number: 956-283-8254 Alfonso Soto aasoto@terracon.com

Project Name: Spanish Palms Subdivision HCDD No.1

Type of Project:

Date(s) 12/5/2014-07/17/2015 **COMPLETE**

Project Size: LARGE

Contract Amount: \$283,595.20 \$287,853.17

Location of Project: Hidalgo County

Owner: HCDD#1 TEDSI Infrastructure Group

Owner's Contract:

Address: 1201 E. Expwy 83 Mission, TX 78572

Telephone Number: 956-424-7898 Roberto Fina RFina@tedsi.com

Project Name:	TX DOT - RCS FM 907 Drainage on Existing Inlets		
Type of Project:	Connecting 18" RCP pipe from existing TY C Inlets into the main trunk line.		
Date(s)	03/17/15-4/14/15	COMPLETE	
Project Size:	Small		
Contract Amount:	\$21,310.00		
Location of Project:	Hidalgo County		
Owner:	TX DOT- RCS		
Owner's Contract:			
Address:	FM 907 Pharr, TX		
Telephone Number:	210-615-5922	Sal Salazar	Sal.Salazar@txdot.gov
Project Name:	City of Primera - Convert Manhole		
Type of Project:			
Date(s)	02/10/15-04/16/15	COMPLETE	
Project Size:	Small		
Contract Amount:	\$1,915.00		
Location of Project:	Cameron County		
Owner:			
Owner's Contract:	City of Primera		
Address:	Stuart Place Rd. Primera, TX		
Telephone Number:	956-381-1061	Raul Garcia	REGAASSOC@aol.com
Project Name:	US 281 CURB PHARR MAINTENANCE OFFICE PO#6013200000		
Type of Project:			
Date(s)	7/29/2015-08/01/2015	COMPLETE	
Project Size:	SMALL		
Contract Amount:	\$11,040.00		
Location of Project:	HIDALGO		
Owner:			
Owner's Contract:	TX DOT - RCS		
Address:	US 281 PHARR MAINTENANCE OFFICE		
Telephone Number:	210-615-5922	Sal Salazar	Sal.Salazar@txdot.gov

Project Name: Town of Combes Community Park Walking Trail Replacement

Type of Project:

Date(s) 8/17/2015-09/30/2015 **COMPLETE**
Project Size: Small
Contract Amount: \$24,131.80
Location of Project: Cameron County
Owner: Town Of Combes- R.E. Garcia & Associates
Owner's Contract:
Address: Combes, TX
Telephone Number: 956-381-1061 Raul Garcia REGAASSOC@aol.com

Project Name: Town Of Combes Fire Hydrant Replacement Project Tx Dept of Agriculture
TxCDBG CN#713091 BID#1

Type of Project:

Date(s) 10/20/2014-02/22/2015 **COMPLETE**
Project Size: Medium
Contract Amount: \$76,800.00 \$96,000.00
Location of Project: Cameron County
Owner: Town of Combes-R.E. Garcia & Associates Raul Garcia
Owner's Contract:
Address: Combes, TX
Telephone Number: 956-381-1061 Raul Garcia REGAASSOC@aol.com

Project Name: Town Of Combes Fire Hydrant Replacement Project Tx Dept of Agriculture
BidTxCDBG CN#713091 BID#2

Type of Project:

Date(s) 09/21/2015-10/30/2015 **COMPLETE**
Project Size: Small
Contract Amount: \$58,500.00
Location of Project: Cameron County
Owner: Town of Combes- R.E. Garcia & Associates
Owner's Contract:
Address: Primera, TX
Telephone Number: 956-381-1061 Raul Garcia REGAASSOC@aol.com

Project Name: City of Hidalgo Wastewater Treatment Plant Lift Station Rehab Project
No#15074.01

Type of Project:

Date(s) 8/4/2015-09/26/2015 **COMPLETE**

Project Size: MEDIUM

Contract Amount: \$202,900.00

Location of Project: Hidalgo County

Owner: City of Hidalgo- Melden & Hunt, Inc.

Owner's Contract:

Address: 115 West McIntyre Street Edinburg, TX 78541

Telephone Number: 956-381-0981 Tina Stewart tina@meldenandhunt.com

Project Name: STP 2013(899)CAMERON CSJ: 1801-02-014, Cameron County, FM1847

Type of Project:

Date(s) 8/8/2013-02/02/2015 **Complete**

Project Size: Medium

Contract Amount: \$165,264.90

Location of Project:

Owner: TX DOT - FOREMOST PAVING INC.

Owner's Contract:

Address:

Telephone Number: 956-316-8900 Jeff Kindell jeffrey@fpitex.com

Project Name: City of Primera Manhole Rehabilitation

Type of Project:

Date(s) 2/1/2016 **COMPLETE**

Project Size: Small

Contract Amount: \$1,500.00

Location of Project: Cameron County

Owner: City of Primera

Owner's Contract:

Address: Primera, TX

Telephone Number: 956-423-9654 Javier Mendez

Project Name: Grand View Subdivision (4" SEWER SERVICE CONNECTION and WATER CONNECTION)

Type of Project:

Date(s) 1/28/2016-03/17/2016 **COMPLETE**
Project Size: Small
Contract Amount: \$4,500.00
Location of Project: Hidalgo County
Owner: Bernard and Inez Hernandez - RE Garcia & Associates
Owner's Contract:
Address: 220 Dawson Dr. Edinburg Tx 78539
Telephone Number: 956-383-7902 Raul Garcia REGAASSOC@aol.com

Project Name: Wilson Tract Main Drain Stuart Place and Wilcox Road Drainage Improvements

Type of Project:

Date(s) 02/1/2016-5/10/2015 **COMPLETE**
Project Size: Medium
Contract Amount: \$194,427.60
Location of Project: Cameron County
Owner: CCDD#5-Brown Leal & Associates
Owner's Contract:
Address: Stuart Place & Wilcox Rd Harlingen, TX
Telephone Number: 956-428-4014 Jack Brown jbrown@blengineer.com

Project Name: Engelman Irrigation District Transfer Pump Station

Type of Project:

Date(s) 2/27/2015-09/02/2016 **COMPLETE**
Project Size: Medium
Contract Amount: \$208,800
Location of Project: Hidalgo County
Owner: Engelman Irrigation District - Melden and Hunt
Owner's Contract:
Address: 12003 E. Monte Cristo Road La Blanca, TX 78558
Telephone Number: 956-381-0981 Celestine Stewart tina@meldenandhunt.com

Project Name: Sparks Family LTD

Type of Project:

Date(s) 8/13/2015-09/21/2015 **COMPLETE**

Project Size: SMALL

Contract Amount: \$29,939.15

Location of Project: Cameron County

Owner:

Owner's Contract:

Address: US 281 Los Indios, TX

Telephone Number: 956-565-6361

Project Name: Trophy Gardens RV Resort Manhole

Type of Project:

Date(s) 11/04/2015-11/10/2015 **COMPLETE**

Project Size: SMALL

Contract Amount: \$ 5,698.00

Location of Project: Hidalgo County

Owner:

Owner's Contract:

Address: 800 Hwy 495 Alamo, TX 78516

Telephone Number: FAX: 956-787-7718

Project Name: City of Primera Ring and Cover

Type of Project:

Date(s) 08/12/2016-09/22/2016 **COMPLETE**

Project Size: SMALL

Contract Amount: \$ 7,200.00

Location of Project: Cameron

Owner: City of Prinera

Owner's Contract: 22893 Stuart Place Rd.

Address: Stuart Place Rd Primera, TX

Telephone Number: 956-423-9654 Javier Mende

jmendez@cityofprimera.com

Project Name: HP 2008(128) Control No. 0921-02-170 Hidalgo County, CS Mile 2 Mercedes

Type of Project:

Date(s) 12/4/2013 **COMPLETE**
Project Size: Large
Contract Amount: \$ 706,623.80
Location of Project: Hidalgo County
Owner: TX DOT - Foremost Paving
Owner's Contract:
Address: Mile 2 Mercedes
Telephone Number: 956-316-8900 Glynn Forshage glynn@fpitex.com

Project Name: City of San Benito Street Utilities Improvements

Type of Project:

Date(s) 2/26/2016-02/17/2017 **COMPLETE**
Project Size: Medium
Contract Amount: \$ 559,359.98
Location of Project: Cameron County
Owner: City of San Benito - LNV, Inc.
Owner's Contract:
Address: San Bentio,TX
Telephone Number: 956-335-6615 Richard Correa rcorrea@lrvinc.com

Project Name: STP 2015 (037), Cameron, CSJ 0220-03-028 US 281

Type of Project:

Date(s) 10/1/2014 **COMPLETE**
Project Size: Large
Contract Amount: \$ 463,811.68
Location of Project: Cameron
Owner: TX DOT- Asago Construction
Owner's Contract:
Address: US 281 Harlingen, TX 78550
Telephone Number: 956-607-0741 Raul Iglesias raul@asagoconstruction.com

Project Name: Town of Combes SH 107 Utility Relocation Bid 1

Type of Project:

Date(s) 2/1/2017-05/02/2017 **COMPLETE**
Project Size: SMALL
Contract Amount: \$ 49,995.00
Location of Project: CAMERON
Owner: TOWN OF COMBES TX - RE GARCIA AND ASSOCIATES
Owner's Contract:
Address: SH 107 COMBES, TX
Telephone Number: 956-381-1061 Raul Garcia REGAASSOC@aol.com

Project Name: Town Of Combes One Fire Hydrant Replacement

Type of Project:

Date(s) 04/28/2016-07/13/2016
Project Size: Small **COMPLETE**
Contract Amount: \$ 4,900.00
Location of Project: Cameron County
Owner: Town of Combes - R.E. Garcia & Associates
Owner's Contract:
Address: Combes, Tx
Telephone Number: 956-381-1061 Raul Garcia REGAASSOC@aol.com

Project Name: Port Isabel WWTF Outfall Extension

Type of Project:

Date(s) 10/13/2016-06/19/2017 **COMPLETE**
Project Size: LARGE
Contract Amount: \$ 1,064,968.00
Location of Project: Cameron
Owner: Laguna Madre Water Dist-Carollo Engineers, Inc.
Owner's Contract:
Address: 105 Port Rd. Port Isabel, TX 78578
Telephone Number: 956-943-2626 Charles Oritz cortiz@lmwd.org

Project Name: Town of Combes SH 107 Utility Relocation Bid 2

Type of Project:

Date(s) 07/25/2017-09/20/2017 **COMPLETE**
Project Size: SMALL
Contract Amount: \$ 49,995
Location of Project: CAMERON
Owner: TOWN OF COMBES TX - RE GARCIA AND ASSOCIATES
Owner's Contract:
Address: SH 107 COMBES, TX
Telephone Number: 956-381-1061 Raul Garcia REGAASSOC@aol.com

Project Name: City of Primera Water line Replacement

Type of Project:

Date(s) 10/16/2017-10/23/2017 **COMPLETE**
Project Size: SMALL
Contract Amount: \$ 5,500.00
Location of Project: Cameron
Owner: City of Prinera
Owner's Contract: 22893 Stuart Place Rd.
Address: Stuart Place Rd Primera, TX
Telephone Number: 956-423-9654 Murl Kemmerling murl@cityofprimera.com

Project Name: JG Customs Forwarding, LLC. Pipe Installation

Type of Project:

Date(s) 05/31/2017-06/07/2017 **COMPLETE**
Project Size: Small
Contract Amount: \$5,970.00
Location of Project: Hidalgo
Owner: JG Customs Forwarding, LLC.
Owner's Contract:
Address: 1300 E. 2891 Military Hwy. Pharr, Tx 78577
Telephone Number: Jose Rodriguez 956-702-1211

Project Name: Elsa Driveways

Type of Project:

Date(s) 02/15/2017-03/24/2017 **COMPLETE**
Project Size: Small
Contract Amount: \$24,970.00
Location of Project: Hidalgo
Owner: TX DOT - South RCS
Owner's Contract:
Address: 4615 nw Loop 410 San Antonio, TX 78229-0928
Telephone Number: Sal Salazar 210-615-5955 Sal.Salazar@TXDOT.GOV

Project Name: "I" Rd and Canton

Type of Project: INSTALLATION OF 2 FT WIDE FLUME WITH RIP RAP INSTALLATION AND
DITCH RE-RESHAPING

Date(s) 03/30/2017-05/26/2017 **COMPLETE**
Project Size: Small
Contract Amount: \$13,978.72
Location of Project: Hidalgo
Owner: TX DOT - South RCS
Owner's Contract:
Address: 4615 nw Loop 410 San Antonio, TX 78229-0928
Telephone Number: Sal Salazar 210-615-5955 Sal.Salazar@TXDOT.GOV

Project Name: TY C Inlet Installation

Type of Project:

Date(s) 03/29/2017-05/26/2017 **COMPLETE**
Project Size: Small
Contract Amount: \$10,766.03
Location of Project: Hidalgo
Owner: TX DOT - South RCS
Owner's Contract:
Address: 4615 nw Loop 410 San Antonio, TX 78229-0928
Telephone Number: Sal Salazar 210-615-5955 Sal.Salazar@TXDOT.GOV

Project Name: City of Primera Emergency Repair Line

Type of Project:

Date(s) 04/07/2017-04/20/2017

COMPLETE

Project Size: Small

Contract Amount: \$4,894.73

Location of Project:

Owner: City of Primera

Owner's Contract:

Address: 22893 N Stuart Place Road Harlingen, TX 78552-2520

Telephone Number: Javier Mendez 956-423-9654 jmendez@cityofprimera.com

Project Name: STP 2016(127) Hidalgo County, FM 1925 CN#1803-01-037

Type of Project:

Date(s) 1/12/2016-08/31/2018 Pending Retainage

Project Size: Medium

Contract Amount: \$577,168.00

Location of Project: Hidalgo County

Owner: TX DOT-Foremost Paving

Owner's Contract:

Address: FM 1925

Telephone Number: 956-316-8900 Glynn Forshage glynn@fpitex.com

Project Name: Chaparral Drain Improvements - FM 493 Crossing

Type of Project:

Date(s) 10/10/2017-02/21/2018

COMPLETE

Project Size: Medium

Contract Amount: \$54,462.00

Location of Project: Hidalgo County

Owner: Hidalgo County Drianager District No1

Owner's Contract:

Address: FM 493 Donna Tx

Telephone Number: 956-292-7080 Moises Salazar moises.salazar@hcdd1.org

Project Name: Town of Combes 18 INCH PIPE CONNECTION

Type of Project:

Date(s) 03/06/2018-03/06/2018 **COMPLETE**
Project Size: SMALL
Contract Amount: \$ 2,370.00
Location of Project: CAMERON COUNTY
Owner: TOWN OF COMBES - R.E. Garcia & Associates
Owner's Contract:
Address: 21626 Hand Rd Combes, TX 78535
Telephone Number: 956-381-1061 Raul Garcia REGAASSOC@aol.com

Project Name: HAND RD FORCE MAIN REPAIR

Type of Project:

Date(s) 03/25/2018-03/25/2018 **COMPLETE**
Project Size: SMALL
Contract Amount: \$ 15,471.00
Location of Project: CAMERON COUNTY
Owner: CITY OF PRIMERA
Owner's Contract:
Address: 22893 Stuart Place Rd.
Telephone Number: 956-423-9654 Murl Kemmerling murl@cityofprimera.com

Project Name: Terracon Excavator Job

Type of Project:

Date(s) 1/22/2018-01/22/2018 **COMPLETE**
Project Size: Small
Contract Amount: \$ 5,600.00
Location of Project: Cameron County
Owner: Terracon
Owner's Contract:
Address: 1506 Mid-Cities Drive Pharr, TX 78577
Telephone Number: 956-588-2492 George Flores George.Flores@terracon.com

Project Name: Trosper and FM 681 Rip Rap Repair

Type of Project:

Date(s) 01/30/2018-01/30/2018 **COMPLETE**
Project Size: Small
Contract Amount: \$ 1,200.00
Location of Project:
Owner: Sharyland Water Service Corporation
Owner's Contract:
Address: P.O. Box 1868 Mission, TX 78573
Telephone Number: 956-585-6081 Jose Guzman jguzman@sharylandwater.com

Project Name: Town of Combes 18 INCH PIPE CONNECTION

Type of Project:

Date(s) 03/06/2018-03/06/2018 **COMPLETE**
Project Size: SMALL
Contract Amount: \$ 2,370.00
Location of Project: CAMERON COUNTY
Owner: TOWN OF COMBES - R.E. Garcia & Associates
Owner's Contract:
Address: 21626 Hand Rd Combes, TX 78535
Telephone Number: 956-381-1061 Raul Garcia REGAASSOC@aol.com

Project Name: City of Weslaco Waterline Improvements PH2-UCP
NO#5015/16/17-80-0310-5000-8000-UCP-ML

Type of Project:

Date(s) 3/12/2018-05/30/2018 **COMPLETE**
Project Size: Medium
Contract Amount: \$ 225,016.00
Location of Project: Hidalgo County
Owner: HCUCP-City of Weslaco
Owner's Contract:
Address: 427 E. Duranta Ave. Ste. 107
Telephone Number: 956-787-8127 Monica Leal monica.leal@co.hidalgo.tx.us

Project Name: TX DOT- CAMERON VA BOR 2002(633) CN: 0921-06-208

Type of Project:

Date(s) 9/13/2017-04/30/2018 **COMPLETE**
Project Size: Small
Contract Amount: \$ 36,743.00
Location of Project: Cameron County
Owner: TX DOT Foremost Paving
Owner's Contract:
Address: US 281 Los Indios, TX.
Telephone Number: 956-316-8900 Clayton Kindel clayton@fpitex.com

Project Name: SH 550 GAP 1 BID NO. 2017-01-SH 550 GAP 1

Type of Project: RIP RAP MOW STRIP

Date(s) 06/01/2018-06/30/2018 **COMPLETE**
Project Size: SMALL
Contract Amount: \$52,024.00
Location of Project: Cameron County
Owner: Cameron County Regional Mobility Authority - Foremost Paving
Owner's Contract:
Address: P.O. Box 29 Weslaco, TX 78599
Telephone Number: 956-316-8900 Tim Wiggin tim@fpitex.com

Type of Project: City of Primera 8 IN VALVE REPAIR

Date(s) 04/16/2018-04/30/2018 **COMPLETE**
Project Size: SMALL
Contract Amount: \$12,000.00
Location of Project: CAMERON
Owner: CITY OF PRIMERA
Owner's Contract:
Address: 22893 N Stuart Place Road Harlingen, TX 78552-2520
Telephone Number: Javier Mendez 956-423-9654 jmendez@cityofprimera.com

Type of Project: City of Primera BYPASS

Date(s) 04/30/2018-05/02/2018 **COMPLETE**

Project Size: SMALL

Contract Amount: \$5,400.00

Location of Project: CAMERON

Owner: CITY OF PRIMERA

Owner's Contract:

Address: 22893 N Stuart Place Road Harlingen, TX 78552-2520

Telephone Number: Javier Mendez 956-423-9654 jmendez@cityofprimera.com

Type of Project: Walker Properties Office Depot Drywall and Carpet Repair

Date(s) 4/27/2018-06/20/2018 **COMPLETE**

Project Size: SMALL

Contract Amount: 17000

Location of Project: CAMERON

Owner: WALKER PROPERTIES

Owner's Contract:

Address: 605 South Wxprwy 83 Harlingen, Tx 78550

Telephone Number: 561-848-0036 Brendan Conway PC3@wpsgc.com

Type of Project: Gilman Sand Grease Trap

Date(s) 12/20/2018-03/13/2018 **COMPLETE**

Project Size: SMALL

Contract Amount: \$6,300.00

Location of Project: CAMERON

Owner: GILMAN CHEVROLET San Benito

Owner's Contract:

Address: 20943 US Expwy 77 San Benito, TX 78586

Telephone Number: 956-361-3700 Jeffrey Locke jlocke@gillmanauto.com

Project Name: Hidalgo County Water Improvement District No.#3 48 INCH Well

Type of Project:

Date(s) 8/10/2018-09/07/2018 **COMPLETE**

Project Size: Small

Contract Amount: \$ 19,750.00

Location of Project:

Owner: Hidalgo County Water Improvement District No.#3

Owner's Contract:

Address: 1325 Pecan Blvd, McAllen, TX 78501

Telephone Number: 956-686-8303 Raquel Espinoza hcwid3@hotmail.com

Type of Project: City of McAllen HCWID NO. 03 Lateral U Canal Improvements
No. 03-18-C13-249
Date(s) 4/25/2018-09/07/2018 **COMPLETE**
Project Size: Small
Contract Amount: \$59,420.00
Location of Project: Hidalgo County
Owner: City of McAllen
Owner's Contract:
Address: P.O. Box 220 McAllen, Tx 78505
Telephone Number: 956-681-1000 Yvette Barrera ybarrera@mcallen.net

Type of Project: Walker Properties Office Depot Drywall and Carpet Repair
Date(s) 06/06/2018-12/14/2018 **COMPLETE**
Project Size: SMALL
Contract Amount: \$14,250.00
Location of Project: CAMERON
Owner: WALKER PROPERTIES
Owner's Contract:
Address: 605 South Wxprwy 83 Harlingen, Tx 78550
Telephone Number: 561-848-0036 Brendan Conway PC3@wpsgc.com

Project Name: SH 550 GAP 1 BID NO. 2017-01-SH 550 GAP 1

Type of Project: RIP RAP MOW STRIP

Date(s) 05/01/2018-05/31/2018 **COMPLETE**
Project Size: SMALL
Contract Amount: \$21,216.00
Location of Project: Cameron County
Owner: Foremost Paving -GP 7 Construction, LLC.
Owner's Contract:
Address: 304 Palo Verde Brownsville, Tx 78521
Telephone Number: 956-789-7784 Steve Garza sgarzagp7@gmail.com

Project Name: City of Primera Water Service Connection

Type of Project:

Date(s) 10/12/2018-10/22/2018

COMPLETE

Project Size: Small

Contract Amount: \$1,150.00

Location of Project: CAMERON

Owner: CITY OF PRIMERA

Owner's Contract:

Address: 22893 Stuart Place Rd.

Telephone Number: 956-423-9654 Murl Kemmerling

murl@cityofprimera.com

Project Name: Town of Combes Manhole Removal

Type of Project:

Date(s) 09/17/2018-10/29/2018

COMPLETE

Project Size: Small

Contract Amount: \$2,000.00

Location of Project: CAMERON COUNTY

Owner: TOWN OF COMBES - R.E. Garcia & Associates

Owner's Contract:

Address: 21626 Hand Rd Combes, TX 78535

Telephone Number: 956-381-1061 Raul Garcia REGAASSOC@aol.com

Project Name: City of McAllen Multi Service Mowing Contract

Type of Project:

Date(s) 06/01/2018-12/18-2018

COMPLETE

Project Size: Small

Contract Amount:

Location of Project: Hidalgo

Owner: City of McAllen Multit-Service

Owner's Contract:

Address: P.O. Box 220 McAllen,Tx 78505

Telephone Number: 956-681-1000 Gerardo Noriega

Project Name: Project No. Bid#2015-001 Hidalgo County, US 281/BSIF Connector Project
CN#0220-01-023, Etc

Type of Project:

Date(s) 02/28/2016-10/31/2017 **COMPLETE**
Project Size: Large
Contract Amount: \$2,427,511.50
Location of Project: Hidalgo County
Owner: TX DOT-Foremost Paving
Owner's Contract:
Address: US 281 Edinburg, TX
Telephone Number: 956-316-8900 Clayton Kindell clayton@fpitex.com

Project Name: City of Sullivan City - 2016 Drainage Improvements
No. 5016-77-0309-5000-7700-UCP-GVG

Type of Project:

Date(s) 6/11/2018-07/28/2020 **PENDING RETAINAGE**
Project Size: Medium
Contract Amount: \$165,315.36
Location of Project: Hidalgo County
Owner: Hidalgo County Urban County
Owner's Contract:
Address: 427 E.Duranta Avenue, STE. 107 Alamo, Tx 78516
Telephone Number: 956-787-8127 Guadalupe Garcia
guadalupe.garcia@co.hidalgo.tx.us

Project Name: East San Juan Water Improvements Project #18-69-06-13

Type of Project:

Date(s) 6/13/2018-05/14/2019 **COMPLETE**
Project Size: LARGE
Contract Amount: \$ 395,034.11
Location of Project: HIDALGO COUNTY
Owner: City of San Juan
Owner's Contract:
Address: 709 S. Nebraska St. San Juan, TX 78589
Telephone Number: 956-223-2200 David Salinas dsalinas@cityofsanjuantexas.com

Project Name: City of PRIMERA 6 INCH WATERLINE REPAIR

Type of Project:

Date(s) 07-09-2019-07-24-2019 **COMPLETE**
Project Size: SMALL
Contract Amount: \$ 3,280.00
Location of Project: CAMERON COUNTY
Owner: CITY OF PRIMERA
Owner's Contract:
Address: 22893 Stuart Place Rd.
Telephone Number: 956-423-9654 Olga Silva olga@cityofprimera.com

Project Name: City of PRIMERA HAND/PRIMERA ROAD WATERLINE REPAIR

Type of Project:

Date(s) 06/04/2019-09/20/2019 **COMPLETE**
Project Size: SMALL
Contract Amount: \$ 2,130.00
Location of Project: CAMERON COUNTY
Owner: CITY OF PRIMERA
Owner's Contract:
Address: 22893 Stuart Place Rd.
Telephone Number: 956-423-9654 Olga Silva olga@cityofprimera.com

Project Name: City of PRIMERA RIDGEMOND RD SEWERLINE REPAIR

Type of Project:

Date(s) 06/04/2019-07/24/2019 **COMPLETE**
Project Size: SMALL
Contract Amount: \$ 2,685.00
Location of Project: CAMERON COUNTY
Owner: CITY OF PRIMERA
Owner's Contract:
Address: 22893 Stuart Place Rd.
Telephone Number: 956-423-9654 Olga Silva olga@cityofprimera.com

Project Name: CITY OF SANTA ROSA 2 INCH WATERLINE REPAIR

Type of Project:

Date(s) 07/23/2019-08/20/2019 **COMPLETE**

Project Size: SMALL

Contract Amount: \$ 3,250.00

Location of Project: CAMERON COUNTY

Owner: CITY OF SANTA ROSA

Owner's Contract:

Address: P.O. Box 326 Santa Rosa, Tx 78593

Telephone Number: 956-636-1113 bfonseca@cityofsantarosa.com

Project Name: 4 INCH CONCRETE DRIVEWAY LOT 25

Type of Project:

Date(s) 01/31/2019-02/12/2019 **COMPLETE**

Project Size: SMALL

Contract Amount: \$ 750.00

Location of Project: CAMERON COUNTY

Owner: JIM GATES

Owner's Contract:

Address: POSADA DEL SOL 28513 S. Palm Ct. Dr. Harlingen, TX

Telephone Number: 956-423-3534

Project Name: 4 INCH Concrete Driveway Lot 61

Type of Project:

Date(s) 01/31/2019-02/12/2019 **COMPLETE**

Project Size: SMALL

Contract Amount: \$ 3,900.00

Location of Project: CAMERON COUNTY

Owner: HERBERT BRADY

Owner's Contract:

Address: POSADA DEL SOL 28513 S. Palm Ct. Dr. Harlingen, TX

Telephone Number: 956-423-3534

Project Name: POT HOLE REPAIR

Type of Project:

Date(s) 01/31/2019-02/12/2019 **COMPLETE**
Project Size: SMALL
Contract Amount: \$ 300.00
Location of Project: CAMERON COUNTY
Owner: DAVID
Owner's Contract:
Address: POSADA DEL SOL 28513 S. Palm Ct. Dr. Harlingen, TX
Telephone Number: 956-423-3534

Project Name: FLOWABLE FILL REMOVAL SAN JUAN

Type of Project:

Date(s) 01/08/2019-01/31/2019 **COMPELTE**
Project Size: SMALL
Contract Amount: \$ 4,326.49
Location of Project: HIDALGO COUNTY
Owner: CEMEX
Owner's Contract:
Address: 3710 S. Exp.281 Edinburg, TX 78542
Telephone Number: 956-386-1452 Jairo Razo Jairo.Razo@cemex.com

Project Name: CCID #6 FLUME IMPROVEMENT PROJECT

Type of Project:

Date(s) 12/26/2018-03/12/2020 **COMPLETE**
Project Size: LARGE
Contract Amount: \$753,270.00
Location of Project: CAMERON
Owner: CAMERON COUNTY IRRIGATION DISTRICT 6-Ferris, Flinn, Medina, LLC
Owner's Contract:
Address: CCID#6 32343 FM 803 Los Fresnos, Tx 78566
Telephone Number: 956-399-7186 Patricia Munoz pmunoz.ccid6@yahoo.com

Project Name: UCP Weslaco 2017-2018 Water/Sewer Improvements
5017/18-80-0310-5000-8000-UCP-GVG

Type of Project:

Date(s) 8/5/2019-12/11/2019 **Complete**

Project Size: LARGE

Contract Amount: \$ 452,184.29

Location of Project: HIDALGO COUNTY

Owner: UCP - CITY OF WESLACO

Owner's Contract:

Address: 2290 W. Pike Blvd., STE. 102 Weslaco, TX 78596

Telephone Number: 956-854-4227 Marcus Cruz marcus@cruzhogan.net

Project Name: United Irrigation District Mission Main PH II B

Type of Project:

Date(s) 03/09/2020-03/18/2020 **Complete**

Project Size: Large

Contract Amount: \$ 253,226.80

Location of Project: Hidalgo

Owner: United Irrigation District

Owner's Contract:

Address: 1405 N. Stuart Pl Rd. Harlingen, Tx 78552

Telephone Number: 956-364-2236 Antonio Reyna a.reyna@ferrisandflinn.com

Project Name: Jefferson Drainage Improvements

Type of Project:

Date(s) 12/19/2019-04/09/20 **COMPLETE**

Project Size: MEDIUM

Contract Amount: \$ 278,891.98

Location of Project: CAMERON

Owner:

Owner's Contract: CITY OF HARLINGEN

Address:

Telephone Number: 956-226-5223 Andy Vigstol avigstol@myharlingen.us

Project Name: STP 2013(039)MM, ETC FM 681 HIDALGO Control#0069-01-043

Type of Project:

Date(s) 9/1/2013-06/30/2020 **COMPLETE**
Project Size: LARGE
Contract Amount: \$3,500,000.00
Location of Project: HIDALGO COUNTY
Owner: TX DOT - FOREMOST PAVING
Owner's Contract:
Address: P.O. Box 29 Weslaco, TX 78599
Telephone Number: 956-316-8900 Tim Wiggin tim@fpitex.com

Project Name: US 281 Cameron, C220-4-44 CSJ#0220-03-031

Type of Project:

Date(s) 8/30/2018-09/30/2021 **COMPLETE**
Project Size: Large
Contract Amount: \$ 909,444.76
Location of Project: Cameron County
Owner: TX DOT - Foremost Paving
Owner's Contract:
Address: P.O. Box 29 Weslaco, TX 78599
Telephone Number: 956-316-8900 Jamie Freeman jamie@fpitex.com

Project Name: NH 2019(956) US 83 La Joya Rehab Hidalgo CN: 0039-02-070

Type of Project:

Date(s) 6/4/2019-11/30/2021 **Complete**
Project Size: Small
Contract Amount: \$ 148,567.50
Location of Project: Hidalgo
Owner: TX DOT - Foremost Paving, Inc.
Owner's Contract:
Address: P.O. Box 29 Weslaco, TX 78599
Telephone Number: 956-316-8900 Tim Wiggin tim@fpitex.com

Project Name: VIA-Reconstruction of NW & SW Conc Aprons & Taxiway H AIP NO. 3-48-0101-61-2018

Type of Project:

Date(s) 07/01/2020-10/31/21
Project Size: Small **Complete**
Contract Amount: \$ 100,170.00
Location of Project: Cameron
Owner: City of Harlingen
Owner's Contract:
Address: P.O. Box29 Weslaco, Tx 78599
Telephone Number: 956-316-8900 Glynn Forshage glynn@fpitex.com

Project Name: STP 1902(311) FM 1847 Cameron CN:1801-02-017

Type of Project:

Date(s) 8/8/2019-01/31/2022 **COMPLETE**
Project Size: Large
Contract Amount: \$ 1,451,593.25
Location of Project: Cameron
Owner: TX DOT - Foremost Paving, Inc.
Owner's Contract:
Address: P.O. Box 29 Weslaco, TX 78599
Telephone Number: 956-316-8900 Jaime Farias jaime@fpitex.com

Project Name: Dicker Road Hidalgo County CSJ: 0921-02-312

Type of Project:

Date(s) 12/19/2019-01/31/2022 **COMPLETE-PENDING RETAINAGE**
Project Size: LARGE
Contract Amount: \$ 4,167,900.72
Location of Project: HIDALGO COUNTY
Owner: CITY OF MCALLEN - 2GS, LLC
Owner's Contract:
Address: P.O. Box 595 Penitas, Tx 78576
Telephone Number: 956-424-3414 Humberto Garcia beto@2gslc.com

Project Name: Jefferson Drainage Improvements

Type of Project:

Date(s) 12/19/2019-04/09/20 **COMPLETE**
Project Size: MEDIUM
Contract Amount: \$ 278,891.98
Location of Project: CAMERON
Owner:
Owner's Contract: CITY OF HARLINGEN
Address:
Telephone Number: 956-226-5223 Andy Vigstol avigstol@myharlingen.us

Type of Project: NH 2BS20 (151) Cameron IH 69E CSJ#0039-07-256

Date(s) 01/01/2021-09/31/22
Project Size: LARGE
Contract Amount: \$ 666,500.00 **AGREED TO TERMINATE**
Location of Project: CAMERON
Owner: TX DOT - 2GS, LLC
Owner's Contract:
Address: P.O. BOX 595 Penitas, Tx
Telephone Number: 956-424-3414 Humberto Garcia beto@2gsllc.com

Type of Project: Port of Harlingen Authority 2020 Road and Truck Queing Area Improvements

Date(s) 3/22/2021-04/30/2022 **COMPLETE**
Project Size: LARGE
Contract Amount: \$ 890,187.11
Location of Project: CAMERON
Owner: Port of Harlingen Authority - Clore Equipment
Owner's Contract:
Address: 21220 FM 1420 Harlingen, TX
Telephone Number: 956-748-4713 Juan Gonzalez, Jr. juan@cloreconstruction.com

Type of Project: 2019 Weslaco Water & Sewer Improvements 5019-80-0310-5000-8000-UCP-GVG

Date(s) 2/12/2022-05/18/2022 **COMPLETE**

Project Size: Small

Contract Amount: \$ 276,605.11

Location of Project: Hidalgo County

Owner: Hidalgo County Urban County Program-Cruz Gogan Engineers

Owner's Contract:

Address: 1916 Tesoro Street Pharr, TX 78577

Telephone Number: 956-787-8127 Marcus Cruz marcus@cruzhogan.net

Type of Project: Bayview Irrigation District Main Canal Pipeline Conversion

Date(s) 11/30/2021-06/01/22 **COMPLETE**

Project Size: Medium

Contract Amount: \$ 659,032.20

Location of Project: Cameron County

Owner: Bayview Irrigation District-Mooreland Surveying

Owner's Contract:

Address: 10 S. San Roan Rd Los Fresnos, Tx 78566

Telephone Number: 956-245-4651 Dustin Moore d.moorelandsurveying@gmail.com

Type of Project: La Jara Ave Water Line Repair

Date(s) 10/03/2022-10/07/2022 **COMPLETE**

Project Size: Small

Contract Amount: \$ 10,000.00

Location of Project: Cameron

Owner: City of Santa Rosa

Owner's Contract:

Address: 413 S. Santa Cruz Ave. Santa Rosa, Tx 78593

Telephone Number: 956-636-1133 Jared Hokzema jared.hockema@frontera-rgv.com

Type of Project: CITY OF SANTA ROSA 8 IN WATERLINE

Date(s) 12/15/2020-12/16/2020 **COMPLETE**

Project Size: SMALL

Contract Amount: \$ 4,500.00

Location of Project: CAMERON

Owner: CITY OF SANTA ROSA

Owner's Contract:

Address: 413 S. Santa Cruz Ave. Santa Rosa, Tx 78593

Telephone Number: 956-636-1133 Jared Hokzema jared.hockema@frontera-rgv.com

Type of Project: CITY OF SANTA ROSA SANTA FE WATERLINE

Date(s) 03/24/2021-03/24/2021 **COMPLETE**

Project Size: SMALL

Contract Amount: \$ 6,930.00

Location of Project: CAMERON

Owner: CITY OF SANTA ROSA

Owner's Contract:

Address: 413 S. Santa Cruz Ave. Santa Rosa, Tx 78593

Telephone Number: 956-636-1133 Jared Hokzema jared.hockema@frontera-rgv.com

Type of Project: 2P ENTERPRISE CONCRETE DRIVEWAY

Date(s) 03/31/2021-04/07/2021 **COMPLETE**

Project Size: SMALL

Contract Amount: \$ 12,163.35

Location of Project: CAMERON

Owner: 2P ENTERPRISE

Owner's Contract:

Address: P.O. BOX 531607 HARLINGEN, TX 78553

Telephone Number: 956-2301370 NANCY PEREZ nancyperez@portoco.com

Type of Project: CITY OF SANTA ROSA SAN ANTONIO SEWERLINE REPAIR

Date(s) 12/9/2021 **COMPLETE**

Project Size: SMALL

Contract Amount: \$ 7,000.00

Location of Project: CAMERON

Owner: CITY OF SANTA ROSA

Owner's Contract:

Address: 413 S. Santa Cruz Ave. Santa Rosa, Tx 78593

Telephone Number: 956-636-1133 Jared Hokzema jared.hockema@frontera-rgv.com

Type of Project: CITY OF SANTA ROSA SAN ROMAN SEWER LINE REPAIR

Date(s) 12/9/2021 **COMPLETE**

Project Size: SMALL

Contract Amount: \$ 9,000.00

Location of Project: CAMERON

Owner: CITY OF SANTA ROSA

Owner's Contract:

Address: 413 S. Santa Cruz Ave. Santa Rosa, Tx 78593

Telephone Number: 956-636-1133 Jared Hokzema jared.hockema@frontera-rgv.com

Type of Project: DS TEXAS ICON WATER TAP SERVICE

Date(s) 12/19/2022 **COMPLETE**

Project Size: SMALL

Contract Amount: \$ 6,800.00

Location of Project: HIDALGO

Owner: DS TEXAS ICON

Owner's Contract:

Address: P.O. BOX 2720 EDINBURG, TX 78540

Telephone Number: 956-588-5778 VANGIE DE LEON vdeleon@dstxicon.com

CITY OF SAN JUAN

WATER PLANT ADDITIONAL GARAGE

CONTRACT DOCUMENT & TECHNICAL SPECIFICATIONS

PROJECT NO. 24-012-09-05

**CONFORM SET
FOR BIDDING**

CITY COMMISSION

MARIO GARZA
Mayor

MARCO “MARKIE” VILLEGAS
Mayor Pro-Tem

ERNESTO “NETO” GUAJARDO
Commissioner

JESUS “JESSE” RAMIREZ
Commissioner

ADINA “DINA” SANTILLAN
Commissioner

BENJAMIN ARJONA
City Manager

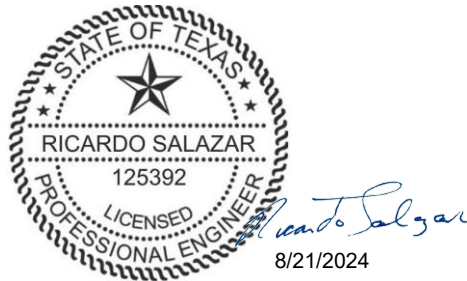
AUGUST 2024



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CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
PROJECT NO. 24-012-09-05

DESIGN ENGINEER



Ricardo Salazar, P.E.
Trimad Consultants, L.L.C.
1803 Mozelle St. Pharr, TX 78577
TBPE Firm No. F-18526

Division 1
Division 2
Division 3

DESIGN ENGINEER



Wesley Richard LeFevre, P.E.
LeFevre Engineering, P.L.L.C.
818 Mansfield Dr Unit 182
Port Mansfield, TX 78598
TBPE Firm No. F-23093

Division 5
Division 9

DIVISION 0 – GENERAL CONDITIONS

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CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
PROJECT NO. 24-012-09-05

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**SECTION 00110
NOTICE TO BIDDERS**

PART 1 – GENERAL

1.01 NOTICE TO BIDDERS

The City of San Juan is seeking sealed bids; hereinafter referred to as RFB's to be received by Lori A. Maldonado, Purchasing Agent, at the City of San Juan City Hall, located at 512 S. Nebraska Avenue., San Juan, Texas 78589. City of San Juan's normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFB'S will be received until **3:00 P.M. Central Time**, on **Thursday, September 5, 2024**, shortly thereafter all submitted RFB'S will be gathered and taken to the City's Conference Room, to be publicly opened and read aloud. Any RFB's received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFB's submitted shall have sufficient time to be received by the City prior to the RFB opening date and time. The receiving time at the City Hall Front Desk will be the governing time for acceptability of the RFB's. RFB's will not be accepted by telephone or facsimile machine. All RFB'S must bear original signatures and figures. The RFB shall be for:

**CITY OF SAN JUAN (RFB # 24-012-09-05)
WATER PLANT ADDITIONAL GARAGE**

"NOTICE TO BIDDERS" and/or **"REQUEST FOR BIDS"** notice via e-mail, fax, or reading same in the newspaper are advised that the solicitation documents may obtain copies of the same by submitting a non-refundable check for the amount of \$75.00 to Trimad Consultants located at 1803 Mozelle St., Pharr, Texas 78577 or by calling (956) 688-8860 or by e-mailing your request to jperez@trimadstx.com

The City of San Juan reserves the right to refuse and reject any or all bids, and to waive any or all formalities or technicalities and to accept the bid to be the best and most advantageous to the City and hold the bids for a period of **ninety (90) days** without taking action.

A Pre-Bid Conference will be held on **Monday, August 26, 2024, at 10:00 a.m.** All Prospective bidders are encouraged to attend.

RFB's must be submitted in an envelope, sealed, and prominently marked on the lower left-hand corner of the envelope with corresponding RFB number and title. The RFB should be accompanied by five (5) percent (%) bid bond or certified cashiers' check without payable recourse to the City of San Juan for the total bid amount.

Hand Delivered, Land Courier, or Mailed RFB's: City of San Juan,
C/O Lori A. Maldonado, Purchasing Agent
512 S. Nebraska Avenue
San Juan, Texas 78589

Please read your requirements thoroughly and be sure that the RFB offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point-by-point basis, attached to and made a part of your RFB. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

END OF SECTION

**SECTION 00180
BIDDER'S QUALIFICATIONS**

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This section contains the bidder's qualifications for the project.

1.02 DEFINITIONS

- A. Refer to Section 00700.

1.03 BIDDER'S EXPERIENCE

- A. Bidder shall have experience, human resources, and access to equipment necessary for performing the project work. In addition, it is required that a minimum of 60% of the project be completed by the bidder's own workforce.
- B. Bidder shall have performed substantially the same type of work as is required in the project in its prior work performance.
- C. The successful bidder shall appoint a "competent person" of the company to be full time supervisor or superintendent at the site. The competent person must be available at all times during the pendency of the project and must be available during "off-hours".

1.04 STATEMENT OF QUALIFICATIONS AND OWNER'S REVIEW

- A. Bidder shall submit on the form furnished in this section for that purpose, a Statement of Bidder's Qualifications. The Owner shall have the right to take such steps or perform such investigations as it deems necessary to determine the ability of the bidder to perform the obligations under this Contract, and the bidder shall furnish any and all information or data requested for this purpose. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the owner such bidder is properly qualified to carry out the obligations of the contract and complete the work contemplated therein. Conditional bids will not be accepted.

1.05 STATEMENT OF QUALIFICATIONS FORM

Date: SEPTEMBER 4TH, 202 4

Proposal of GO UNDERGROUND LLC (hereinafter called
“Bidder” a LLC (Corporation, Partnership, LLC, LLP, etc.)
organized and existing under the laws of the State of Texas.

To the City of San Juan (hereinafter called “Owner”)

Gentlemen:

The Bidder is in compliance with Bidder’s Qualifications Section(s) of the specifications for the **City of San Juan Water Plant Additional Garage**, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all conditions surrounding the construction of the proposed project, hereby submits the following:

1.06 STATEMENT OF QUALIFICATIONS

- A. Years of experience in similar types of projects
- B. Work on similar types of projects: Provide a minimum of four (4) similar types of projects within the following information: Project Name, Location, Type or Description of Work, Construction Cost, Reference Name and Phone Number
- C. Name and full time superintendent and experience resume
- D. Number of employees of the bidder that will be working on the project
- E. Name of Subcontractors: Provide names of subcontractors for this project with the following information: Name, Location and Experience.
- F. Provide information of available equipment.

PART 2 – PRODUCTS - NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION

SECTION 00210 INSTRUCTIONS TO BIDDERS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This section contains the instructions to bidders for the project.

1.02 DEFINITIONS

- A. Refer to Section 00700

1.03 DOCUMENTS

- A. Contract documents, including Drawings and Specifications are provided by submitting a nonrefundable check for the amount of \$75.00 to Trimad Consultants, LLC located at 1803 Mozelle St., Pharr, Texas 78577 or by calling (956) 688-8860 or by emailing your request to jperez@trimadstx.com.
- B. Bidder should thoroughly examine and become familiar with the Bid Solicitation/Contract Documents, including, but not limited to, the plans, specifications, and any issued addendum(s). By execution of the Contract, the Bidder (Contractor) shall be responsible for any and all obligations under the Contract and failure by Contractor to become acquainted with the Contract Documents will not relieve Contractor from such obligations.

1.04 ADDENDA AND INTERPRETATIONS

- A. No interpretations of the meaning of plans, specifications, or other bid solicitation documents will be made orally to any bidder. Every request for such interpretation should be emailed to lmaldonado@sjtx.com and must be received at least five (5) days prior to the date fixed for opening of bids to be given consideration. Any and all such interpretations and any supplemental information will be in the form of written addenda to the specifications which, if issued, will be sent via facsimile, mailed by regular mail, and/or emailed. All addenda shall be posted on our website and emailed to the respective bidder no later than two (2) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the contract documents.

1.05 NOTICES

- A. The City of San Juan (Owner) reserves the right to accept or reject bids submitted waive formalities in bidding, accept the bid deemed most advantageous to the City of San Juan.
- B. Bids may be held by the Owner for a period not to exceed ninety (90) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.
- C. The Owner is an Affirmative Action and Equal Opportunity Employer.

- D. Small and Minority Firms are encouraged to submit bids for this project.

1.06 PREPARATION OF BID AND USE OF SEPARATE BID FORMS:

- A. These Contract and Specifications includes a complete set of bidding forms which are for the convenience of the bidders. Bid forms furnished in this document shall be copied by the bidder and should be filled in and submitted with all values completed in ink.
- B. The use of Subcontractors is allowed; however, the bidder is specifically advised that any person, firm, or other party to whom it is to award a subcontract under this contract must be acceptable to the owner.

1.07 MODIFICATION

- A. Bidder shall modify bid by fax or other method at any time prior to the scheduled closing time for receipt of bids.

1.08 METHOD OF BIDDING (UNIT PRICES) WHERE APPLICABLE:

- A. The unit prices for each of the several items in the proposal of each bidder shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to the requirement may be rejected as informal. The special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increases or decreases in quantities, nor extra compensation allowed, provided the monetary value of all such additive and subtractive changes in quantities of such items for work (i.e. difference in cost) shall not increase or decrease the original contract price by more than twenty-five (25%) percent, except for work not covered in the drawings and technical specifications and Standard General Conditions for Construction Contract of agreement.

1.09 AWARDING OF CONTRACT

- A. This project will be awarded to the best qualified contractor that provides the lowest responsible base bid including alternated selected to be within budget.
- B. Bidders must include all deductive and alternative bid pricing, as specified.
- C. Incomplete Bids will not be considered.
- D. If there is discrepancy between price quoted by written words or figures, the price quoted by words will govern.

1.10 SELECTION

- A. Selection shall be based on the responsible offeror whose proposal is determined to be the most advantageous to the City of San Juan considering the relative importance of evaluation factors included in this RFP.
- B. The City shall select the offeror the best value for the City based on the published section criteria and on its ranking evaluation. The City shall first attempt to negotiate the contract with the selected offeror. The City and its engineer or architect may discuss with the selected offeror

options for a scope or time modification and any price change associated with the modification. If the City is unable to negotiate a contract with the selected offeror, the City shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until contract is reached or all proposals are rejected.

- C. In determining the best value for the City, the City is not restricted to considering the price alone but may consider any other factor stated in the selected criteria.
- D. Bidders must include all allowances, deductive, add, and/or alternative bid pricing as specified.
- E. A Proposal will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate proposals, additions, or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonable expected values), or irregularities of any kind.

1.11 BID SECURITY

- A. Each bidder shall furnish a bid guarantee equivalent to five (5) percent (%) of the bid price (Water Code 17.183) by certified check, certified cashier's check, or a bid bond. If a bid bond is provided, the Contractor shall utilize a surety company which is authorized to do business in Texas in accordance with Surety Bonds and Related Instruments, Chapter 3503 of the Insurance Code.
- B. Such certified checks, cashier's checks, or bid bonds will be returned to all except the three lowest bidders within five (5) days after the opening of the bids, and the remaining certified checks, cashier's checks, and bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract or if no award has been made, within ninety (90) days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.
- C. Liquidated damages for failure to enter this contract: The successful bidder, upon his failure or refusal to execute and deliver the contract and insurance certificates required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

1.12 PROJECT BONDING

- A. On all contracts that will equal to or exceed \$100,000.00, the performance bond and the payment bond must be provided from a surety that is licensed in the State of Texas.
- B. In the event that the contract amount total(s) \$50,000 or less, the successful contractor has the option to enter into a single payment with the City of San Juan in lieu of a Performance Bond, provided that no money shall be paid to the contractor until completion of the work by the contractor and acceptance of same by the City of San Juan. In the event that the total amount bid is \$25,000 or less, the successful contractor has the option to enter into a single payment contract with the City of San Juan in lieu of a Payment and Performance Bond(s).
- C. Required performance bond must be written in the amount of 100% of the Contract amount.

- D. Required payment bond must be written in the amount of 100% of the Contract amount.
- E. All project(s) stemming from this contract will require a warranty on maintenance and defects to begin at acceptance of the project(s) and for the duration of a minimum of one (1) year unless otherwise noted for a longer term.

1.13 TIME OF COMPLETION AND LIQUIDATED DAMAGES:

- A. Bidder must agree to commence work within **ten (10) days** of the written “Notice to Proceed” from the Owner and to complete the project within **One Hundred Twenty (120) calendar days** thereafter.
- B. Bidder must agree also to pay as liquidated damages the sum of **Five Hundred and Fifty Dollars (\$550) dollars** per day for each consecutive calendar day thereafter as provided in the general conditions.

1.14 CONDITIONS OF WORK:

- A. Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other Contractor.

1.15 INSPECTION OF SITE:

- A. Bidder should visit the site(s) of the proposed work and become fully acquainted with the existing conditions of the site and facilities involved, with a special consideration to the difficulties and restrictions attending the performance of the Contract.

1.16 PAYMENT REQUESTS

- A. Contractor shall be expected to invoice the City of San Juan, at the awarded unit price(s), on a per project basis for completed items. All invoices shall reflect appropriate Purchase Order Number(s) as designated by the Purchasing Department.
 - a. Contractor shall be expected to state on the request for payment (invoice) the Purchase Order Number, Project Number, Title of Project, the date(s) work was performed, the proper address where the work was performed, the type of work performed (line-item descriptions), the quantity of work as per unit of measure, the unit price, and extended cost.

1.17 CHAPTER 2252.12 TEXAS GOVERNMENT CODE

TEXAS GOVERNMENT CODE CHAPTER 2252.152 CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS IN IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED

- A. In accordance with Chapter 2252.152 of the Texas Government Code, Bidder is to acknowledge that Bidder does not engage in business with Iran, Sudan or any foreign terrorist organization and Bidder is not listed by the Texas Comptroller as a terrorist organization.

1.18 CHAPTER 2270 TEXAS GOVERNMENT CODE

TEXAS GOVERNMENT CODE CHAPTER 2270 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

- A. “In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract.

Sample wording: “Bidder hereby Acknowledges the Prohibition of Contracts with Foreign Terrorist Organizations and with the Boycotting of Israel. The signatory executing this contract of behalf of the company hereby verifies that the company is not on the Texas Comptroller’s list of terrorist organizations, is not engaged in the business with Iran, Sudan or any foreign terrorist organization and will not boycott Israel throughout the term of this contract.” (To be submitted on company letterhead with authorized signor(s) signature(s)).

END OF SECTION

**SECTION 00300
BID PROPOSAL FORM**

**CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
PROJECT NO. 24-012-09-05**

BID OPENING: SEPTEMBER 5, 2024 AT 3:00 P.M, CT.

TO: OWNER (CITY OF SAN JUAN)

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

It is further agreed that quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the contemplated, and that quantities of work, whether increased or decreased are to be performed at the unit price set forth below or as provided in the Specifications.

It is further agreed that the lump sum prices may be increased to cover additional work ordered by the Engineer and approved by the Owner, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood that the Owner reserves the right to reject any and all bids.

Bidders are advised that Formal Sealed Bids are to be submitted at the Purchasing Department of San Juan City Hall. As previously instructed via Invitation, Notice to Bidders, Instructions to Bidders, and at the Pre-Bid Conference, Bidders can go online to the City of San Juan web site address: www.sjtx.us to download any and all related project documents, or may contain copies of same by contacting the office of Lori A. Maldonado, Purchasing Agent. Located at 512 S. Nebraska Avenue., San Juan, Texas 78589 or by calling (956) 223-2204 or by emailing your request to lmaldonado@sjtx.us. Kindly submit your **Bid** Submittal to the Purchasing Department of San Juan City Hall on or before the Bid Opening date and time.

Accompanying this proposal is a five (5) percent (%) of the bid price by certified check, or cashier's check or bid bond payable to the City of San Juan.

BID PROPOSAL

The bid security accompanying shall be returned to the bidder, unless in case of the acceptance of the proposal, the bidder shall fail to execute a Contract and file a performance and payment bond within ten (10) days after its acceptance, in which case the bid security shall become the property of the City of San Juan and shall be considered as payment for damages due to delay and other inconveniences suffered by the OWNER on account of such failure of the bidder.

ENGINEER'S/ARCHITECT ESTIMATE OF QUANTITIES – APPROXIMATELY ONLY

Bidder agrees to perform all work described in the specifications and shown on the plans, for the following price or prices:

TABLE 1 BID ITEMS:

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
1	01574, 01577	Erosion and Sedimentation Control	LS	1	\$8,000	\$8,000
2		Excavation of 40x40 concrete (3500psi) materials and rebar as per plans and specifications; pest control barrier. Included in all work needed for footings, anchors, barrier for condensation, paint required for protection of steel frame and building, saw-cut joints, and concrete finishing to be determined by Owner.	LS	1	\$49,580	\$49,580
3	02221	Construction of Hurricane Rated 15' (h) x 20' (w) roll-up, spring-loaded doors of White Construction in color; outside hollow steel door with frame and hardware; entrance door constructed of aluminum and shatterproof glass (commercial grade); compete in place with all hardware.	LS	1	\$8,500	\$8,500
4	05500	Construction of Metal Building 40' x 40' to a height specified on plans. All metal panels and roof panels shall be provided as per plans and specifications. Pre-fabricated building and design by Manufacturer is included in the bid and is the	LS	1	\$45,000	\$45,000

		responsibility of the Contractor. Colors of panels, trim, etc. to be determined by the Owner prior to construction. Rain gutters with downspouts are included in the bid. Price included concrete pad, finishing, and joints as per plans and specifications.				
5	02771	All driveways constructed of concrete as per plans and specifications, complete in place.	LS	1	\$25,000	\$25,000
6		Spray in Insulation of R21 or better, constructed of Polyethylene or approved equal in the inner walls and ceiling of the pre-fabricated metal building; then spray painted with primer and black color, complete in place.	LS	1	\$15,000	\$15,000
7	01020	Mobilization and Demobilization	LS	1	\$8,000	\$8,000

BID ITEMS (1-7) – BASE BID: \$ 159,080.00 (IN FIGURES)

TABLE 2 SIDEWALK ALTERNATE BID ITEMS:

ITEM NO.	SECTION NO.	ITEM DESCRIPTION	UNIT	UNIT QTY	UNIT PRICE	TOTAL
1	02771	Concrete Sidewalk (5')	SY	106	\$80.00	\$8,480.00

BID ITEMS (1) – SIDEWALK ALTERNATE BASE BID: \$ 8,480.00 (IN FIGURES)

SUMMARY BID TABULATION

TABLE 1 – BID ITEMS 1-7

TOTAL AMOUNT OF BID (ITEMS 1-7) \$ 159,080.00

TOTAL AMOUNT OF BID (ITEMS 1-7 WRITTEN): ONE HUNDRED FIFTY NINE THOUSAND
EIGHTY DOLLARS ZERO CENTS

TABLE 2 – SIDEWALK ALTERNATE BID ITEMS 1

TOTAL AMOUNT OF BID (ITEMS 1) \$ 8,480.00

TOTAL AMOUNT OF BID (ITEMS 1 WRITTEN): EIGHT THOUSAND FOUR HUNDRED EIGHTY DOLLARS

In the event of the award of a Contract to the undersigned, the undersigned will furnish a performance and payment bond for the full amount of the Contract, to secure proper compliance with the terms and provisions of the Contract, to insure and guarantee payment of all lawful claims for performed labor performed and materials furnished in the fulfillment of this Contract. The proposed work to be done shall be accepted when fully completed and finished in accordance with the Plan and Specifications to the satisfaction of the Engineer.

The undersigned certifies that the bid prices contained in this Proposal have been carefully checked and are submitted as correct and final.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing for receiving bids.

Unit and lump sum prices must be shown in figures for each item listed in the Bid Proposal form. Should bid prices on any item be omitted, the right is reserved to apply to the lowest prices submitted by and other bidders for the omitted items in payment for work done under this Proposal. In the event of discrepancies, the Owner reserves the right to accept or reject formalities.

The undersigned agrees, unless hereinafter stated otherwise to furnish all materials as shown on the Specification and Detail sheets.

Bidder hereby agrees to commence work under this contract within **Ten (10) days** after the Notice to Proceed is issued and complete work within **One Hundred Twenty (120) Calendar Days**.

Receipt is hereby acknowledged of the following agenda to the Contract Document.

Addendum No. 1 dated: 09/03/2024

Received: G.O.

Addendum No. 2 dated: _____

Received: _____

Addendum No. 3 dated: _____

Received: _____

Addendum No. 4 dated: _____

Received: _____

Addendum No. 5 dated: _____

Received: _____

Bidder agrees that the Owner has the right to accept or reject any or all bids to waive any or all formalities.

Date: 09/04/2024

Respectfully submitted:

Authorized Signor:

GEORGE OLIVARES

Type/Print Name (Authorized Signor):

George Olivares

Title:

PRESIDENT

Legal Company Name:

GO UNDERGROUND LLC

Address:

217 E MONROE AVE

City, State and Zip Code:

HARLINGEN TX 78550

Business Phone:

956-412-6100

Cell Number:

956-227-8501

Email Address:

goexcavate@yahoo.com

(Seal – If bidder is a corporation)

BIDDERS QUALIFICATIONS

BIDDER'S EXPERIENCE

In order to make a responsible Bid, the Bidder or the Bidder's Subcontractor, must provide evidence of a minimum of three (3) successful projects completed in the last five (5) years for each of the criteria listed below:

- **History of working with the City of San Juan**

As provided in the space below, indicate the project name, owner contact name, telephone number, date completed, and attributes of the project. All questions must be answered comprehensively.

Attach additional sheets, as necessary, and include them in the Bid Package.

- **History of working with the City of San Juan within the last five (5) years:**

Project Name / Owner / Contact and Phone No. / Completion Date / Project Description:

1)

SEE ATTACHED LIST

2)

3)

SECTION 00310
BID SUBMITTAL CHECKLIST

PART 1 – GENERAL

1.01 BID INFORMATION

- A. Bidder:
- B. Prime Contractor:
- C. Project Name: City of San Juan Water Plant Additional Garage
- D. Project Location: San Juan, Texas
- E. Owner: City of San Juan, Mr. Ben Arjona, City Manager
- F. Owner Project Number: 24-012-09-05
- G. Consultant: (DESIGNED Trimad Consultants, LLC)

1.02 BIDDER'S CHECKLIST

- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
 - B. Please submit One (1) Original Hard Copy, One (1) Copy, and One (1) Electronic Copy in a USB.**
 - C. Attach this completed to the outside of the Submittal envelope.
- ☐ Used the Bid Proposal Form provided in the Project Manual
 - ☐ Prepared the Bid Form as required by the Instructions to Bidders (Section 00210)
 - ☐ Attached to the Bid Form: Bid Bond, certified check, OR a certified cashier's check in the amount of five percent (5%) as required (Section 00450) (Section 00300 Pg. 00300-1)
 - ☐ Indicated on all pricing as required, to include Sub-totals & Totals (Section 00300 Pg. 2-4)
 - ☐ Attached to the Bid Form: Bidder Qualifications. (Section 00180 Pg. 1-2)
 - ☐ Indicated on the Bid Form the Addenda received. (Section 00300 Pg. 4)
 - ☐ Signature Page (signed) (Section 00300 Pg. 5)
 - ☐ Bid envelope shows name and address of the Bidder.
 - ☐ Bid envelope shows name of Project Number and Project name being bid.
 - ☐ Bid envelope shows time and day of Bid Opening. (Not Applicable)
 - ☐ Verified that the Bidder can provide executed Performance Bond and Payment Bond. (Labor and Material Bond)
 - ☐ Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

END OF SECTION

**SECTION 00410
AGREEMENT**

STATE OF TEXAS
COUNTY OF HIDALGO

THIS AGREEMENT made and entered into this the ____ day of _____, 202__, by and between **THE CITY OF SAN JUAN** of the State of Texas, acting through Mayor of the City of San Juan thereunto duly authorized to do so, Party of the First Part, hereinafter called OWNER, and _____, Party of the Second Part hereinafter termed CONTRACTOR.

WITNESSETH, that the Contractor and Owner for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK:

The contractor shall under the terms stated in the general conditions furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories shown on the addendum's, drawings as described in the specifications for the following project:

**CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
24-012-09-05**

ARTICLE 2. INSURANCE AND BONDS:

The Contractor, according to the specifications, shall provide Performance and Payment Bonds and Insurance during the duration of the project.

ARTICLE 3: TIME OF COMPLETION:

The owner shall provide a Notice to Proceed in which a date of commencement of the work shall be stated; such commencement date shall be **ten (10) days** after the date of the notice. The Contractor shall achieve substantial completion of the work within **One Hundred Twenty (120) Calendar Days** for initial task order after such commencement date (future task orders shall express commencement date & completion date "as needed") and completion within **One Hundred Thirty (130) Calendar Days** after the substantial completion. The completion date may be extended by approved Change Orders.

If the Contractor fails to complete this contract on the calendar days specified, the time charge will be made for each calendar day thereafter.

The time set forth in the proposal for the completion of the work is an essential element of the contract. For each calendar day in addition to the calendar days herein before stated as extended by the Owner, the amount per day given in the following schedule will be deducted from the money due or to become due to the Contractor not as a penalty, but as an added expense for Engineering/Architectural supervision.

ARTICLE 4: SCOPE OF WORK AND CONTRACT SUM:

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the drawing and described in the specifications for the:

PROJECT NO. 24-012-09-05 project entitled **CITY OF SAN JUAN WATER PLANT
ADDITIONAL GARAGE** for

the contract amount of _____(Written
in Words) \$ _____(Number).

(A) Drawings prepared for same by **Ricardo Salazar, P.E.**

(B) Specifications consisting of:

1. "Standard General Specifications" issued by the CITY OF SAN JUAN and is issued in
the contract documents.
2. The "General Conditions for Engineering/Architectural Construction".
3. Addenda

NO. _____ DATED: _____

NO. _____ DATED: _____

NO. _____ DATED: _____

NO. _____ DATED: _____

ARTICLE 5. AWARD OF CONTRACT

This Agreement is a contract of the services of Construction and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between parties with respect to the project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except in writing signed by Contractor and Owner.

BY SIGNING BELOW, the parties have executed and bound themselves to this Agreement as of the day and year first above written.

CONTRACTOR

By: _____
(Authorized Signature)

(Name – Title)

Date: _____

ATTEST:

By: _____
(Authorized Signature)

(Name – Title)

Date: _____

CITY OF SAN JUAN

By: _____
(Authorized Signature)

(Name – Title)

Date: _____

ATTEST:

By: _____
(Authorized Signature)

(Name – Title)

Date: _____

END OF SECTION

**SECTION 00450
BID BOND**

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This section described the standardized bid bond form to be submitted with the bid on the project.

1.02 DEFINITIONS

- A. Refer to Section 00700

1.03 BID BOND FORMS

- A. Bidder is to inset an original bid bond, certified check, or a copy of cashier's check provided for bid bond purposes. Original check is to be submitted along with Bid.

PART 2 – PRODUCT - NOT USED

PART 3 – EXECUTION

- A. Standardized form follows

3.0 GENERAL

- A. Standardized form follows

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

(Contractor)

as Principal, and _____ (Surety), are hereby held and firmly bound
unto the CITY OF SAN JUAN as OWNER in the penal sum of (5% of bid amount) for the payment of
which sum, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and
assigns.

Signed, this _____ day of _____, 202__.
(day) (month)

The Condition of the above obligation is such that whereas the Principal has submitted to **CITY OF SAN JUAN** a certain BID, attached hereto and hereby made a part hereof to enter a contract in writing for the construction:

**CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
PROJECT NO. 24-012-09-05**

NOW, THEREFORE,

- A) If said BID shall be rejected, or in the alternate.
- B) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith and shall in all other respects perform the agreement created by the acceptance of said BID then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, shall in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulated, and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by an extension of time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Principal)

(Witness)

(Title)

(Surety)

(Witness)

(By: Attorney-in-Fact)

IMPORTANT – Surety companies executing BONDS must be authorized to transact business in the State where the project is located.

END OF SECTION

**SECTION 00510
NOTICE OF AWARD**

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This section described the standardized Notice of Award form for use in the project.

1.02 DEFINITIONS

- A. Refer to Section 00700

PART 2 – NOT USED

PART 3 – EXECUTION

- A. Standardized form follows

3.01 GENERAL

- A. Standardized form follows

NOTICE OF AWARD

Date:
Company Name:
Contractor:
Address:
Email Address:

**RE: CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
PROJECT NO. 24-012-09-05**

Mr/s. _____,

This letter serves to officially inform you that the City Commission, at their meeting of _____ (month) _____ (day) _____, 202____, Item No. _____ awarded your company the above referenced Construction Contract in the amount of \$ _____ Dollars and _____ Cents.

Attached, please find five (5) sets of contracts for execution. Signed contract documents and insurances must be submitted to the undersigned within ten (10) days of notification/receipt of this letter. Required insurance(s) shall remain active for the duration of the contract period.

Properly executed Payment and Performance Bonds shall be required and in strict accordance as outlined with the Instruction to Bidders.

Contract documents must be as follows:

1. Five (5) original construction contracts must be submitted with the correct contractor's legal name as registered with the Secretary of State.
2. The parties to the construction cost must be the City of San Juan acting through its City Commission and the contractor's legal name.
3. Performance and Payment Bonds must be provided in the amount of 100% of the contract award amount (correct contractor's name as registered with the Secretary of State).
4. Insurance certificate must be provided and kept up to date with the City of San Juan named as the additional insured to include a waiver of subrogation, in favor of the City of San Juan.
5. Form 1295 Disclosure: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
6. List of Contractors with proper certificates of insurance must be provided.

Kindly coordinate these services with Benjamin Arjona, City Manager, or designated representative by calling **(956) 223-2200**. If any additional information is needed, please call the undersigned at **(956) 223-2200**. I would like to take this opportunity to thank you for your participation on this project and for your interest in our great City of San Juan.

Lori A. Maldonado
Purchasing Agent
City of San Juan
512 S. Nebraska Ave.,
San Juan, TX 78589

Prime contractors will not permit any Sub-Contractor to start work on the project until the Sub-Contractor has been approved by the project owner.

CERTIFICATION BY PRIME CONTRACTOR

Each Sub-Contractor listed above has established his/her ability and responsibility to perform the work to which the Sub-Contractor relates. The applicable provisions of the contract, including labor and equal opportunity provisions, shall govern the work to which subcontractor relates, and each subcontractor has been advised as to the necessary contract provisions and the requirement to incorporate them in each subcontract.

(Date)

APPROVED:	CONCUR:
-----------	---------

END OF SECTION

SECTION 00550
NOTICE TO PROCEED

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This section describes the standardized Notice to Proceed form for use in the project.

1.02 DEFINITIONS

- A. Refer to Section 00700

PART 2 – NOT USED

PART 3 – EXECUTION

3.01 GENERAL

- A. Standardized form follows.

NOTICE TO PROCEED

Date:

Contractor:

Attn. Owner:

Address:

City, State and Zip Code:

RE: **CITY OF SAN JUAN**
WATER PLANT ADDITIONAL GARAGE
PROJECT NO. 24-012-09-05

PROJECT LOCATION: San Juan, TX

CONTRACT AMOUNT: \$_____

This is to inform you that (contractor) may proceed with the construction of the above referenced project as of _____ (date). The construction period for this project will be _____ (written) _____ (number) consecutive calendar days. The construction time will expire on _____ (date). Please review and abide by the construction plans and specifications throughout the execution of the work. Please submit a proposed construction schedule to Lori Maldonado, Purchasing Agent at lmaldonado@sjtx.us, for concurrence as soon as possible. Failure to submit the proposed construction schedule may delay payments. If there are any questions, please call **(956) 223-2204**.

Ben Arjona
City Manager

CC: Ben Arjona, City Manager
barjona@stjtx.us

END OF SECTION

SECTION 00620
PERFORMANCE AND PAYMENT BONDS

PART 1 – GENERAL

1.01 SECTION INCLUDES DEFINITIONS

- A. Refer to Section 00700

1.02 PERFORMANCE AND PAYMENT BOND(S)

- A. Following the current section, Contractor shall insert the approved form of the statutory surety bond or bonds to ensure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorize to act within the State in which the Project is situated.
- B. The following form is provided for sample purposes only. Contracts and agreements have important legal consequences. It is imperative that you consult with your attorney concerning the proper drafting, completion, or modification of such documents.

1.03 PERFORMANCE AND PAYMENT BONDING REQUIREMENTS

- A. Pursuant to the Texas Uniform Grant and Contract Management Act of 1981, the following minimum requirements apply to all contracts exceeding \$25,000 in total value:
1. Performance bond on the part of the contractor for 100% of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all contractor's obligations under the contract. Only if specifically noted in the Instructions to Bidders (Section 00210), for contracts under \$50,000, Owner may exercise an option of withholding payment to construction contracts until completion of construction and acceptance of work by the Owner in lieu of such performance bonds.
 2. A payment bond on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

PART 2 – NOT USED

PART 3 – EXECUTION

3.01 GENERAL

- A. Standardized form follows

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal, and
(Corporation/Partnership)

(Name of Surety Company)

(Address)

Hereinafter called Surety, are held, and firmly bound unto _____

(Name of Recipient)

(Recipient's Address)

Hereinafter called OWNER, in the penal sum of no less than 100% of the contract price
_____(Written) (\$_____),
dollars in lawful money of the United States, for the payment of which sum we bind ourselves, our
successors, and assigns, jointly and severally, by these payments, and shall remain in effect of one year
beyond the date of approval by the political subdivision's engineer.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER dated _____ day of _____, 202____, a copy of
which is hereto attached and made part thereof of the construction of:

CITY OF SAN JUAN WATER PLANT ADDITIONAL GARAGE PROJECT NO. 24-012-09-05

PERFORMANCE BOND

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreement of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and it shall satisfy all claim and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that he said Surety, for value received stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way effect 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 the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge in right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 202__.

ATTEST:

_____	_____
(Principal Secretary)	(Principal)
(Seal)	_____
_____	(Signature)
(Witness as to Principal)	_____
_____	(Print/Type Name)
(Address)	_____
	(Address)

ATTEST:

_____	_____
(Surety) Secretary	(Surety)
_____	(Attorney-in-Fact Signature)
(Witness as to Surety)	_____
_____	(Print/Type Name)
(Address)	_____
	(Address)

NOTE: Date of Bond must not be prior to date of Contract (1) Correct name of Contractor; (2) A Corporation, a Partnership, or an Individual, as case may be; (3) Correct name of Surety; (4) Correct name of Owner; (5) County or Parish and State; (6) Owner; (7) If contractor is Partnership, all partners must execute the bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, THAT _____

(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal and _____
(Corporation/Partnership)

(Name of Surety Company)

(Address)

Hereinafter called Surety, are held, and firmly bound unto _____

(Name of Recipient)

(Recipient's Address)

hereinafter called OWNER, in the penal sum of _____ (Written)
(\$ _____) dollars in lawful money of the United States, for the payment of which
sum we bind ourselves, our successors, and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER dated the _____ day of _____, 202____, a copy
of which is hereto attached and made part thereof for the construction of:

**CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
PROJECT NO. 24-012-09-05**

NOW THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-
CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the
WORK provided for in such contract, and any authorized extension or modification thereof, including all
amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and
tools, consumed or used in connection with the construction of such WORK, and all insurance premiums
on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or
otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PAYMENT BOND

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way 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 or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
(Number)
each one of which shall be deemed an original, this the _____ day of _____, 202__.

ATTEST:

_____	_____
(Principal Secretary)	(Principal)
(Seal)	_____
_____	(Signature)
(Witness as to Principal)	_____
_____	(Print/Type Name)
(Address)	_____
	(Address)

ATTEST:

_____	_____
(Surety) Secretary	(Surety)
_____	_____
(Witness as to Surety)	(Attorney-in-Fact Signature)
_____	_____
(Address)	(Print/Type Name)

	(Address)

NOTE: Date of Bond must not be prior to date of Contract (1) Correct name of the Contractor; (2) A Corporation, a Partnership, or an Individual, as case may be; (3) Correct name of Surety; (4) Correct name of Owner; (5) County or Parish and State; (6) Owner; (7) If Contractor is a Partnership, all partners should execute bond.

END OF SECTION

SECTION 00700 TERMS AND DEFINITIONS

PART 1 – GENERAL

Whenever the following items, titles, or abbreviations are used in these Specifications or in any document or instrument where these Specifications govern, the intent and meaning shall be as herein defined. Working titles having a masculine gender, such as “workman” and “journeyman” and the pronoun “he”, are utilized in the specifications for the sake of brevity and are intended to refer to persons of either gender.

1.01 ABBREVIATIONS

AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
AC	Asphalt Concrete
ACI	American Concrete Institute
AI	Asphalt Institute
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ARA	American Railway Association
AREA	American Railway Engineering Association
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Material
AWG	American Wire Gage
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcement Steel Institute
CSI	Construction Specifications Institute

CY	Cubic
EA	Each
EP	Edge of Pavement
FS	Federal Specifications
IEFE	The Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
INV	Invert
ISA	International Society of Arboriculture
LB	Pound
LF	Linear Feet
LS	Lump Sum
MSS	Manufacturer's Standardization Society of the Valve and Fitting Industry Standards
MUTCD	Manual Uniform Traffic Control Devices
NBFU	National Board of Fire Underwriters
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National fire Protection Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Act
PCA	Portland Cement Association
PCC	Portland Cement Concrete
PG	Performance Grade
SD	Storm Drain
SF	Square Foot/Feet
SS	Sanitary Sewer
SSPWC	Standard Specifications for Public Works Construction
STA	Station
TOC	Top of Curb
Typ.	Typical
TxDOT	Texas Department of Transportation
UL	Underwriters' Laboratories, Inc.

1.02 DEFINITIONS

Acceptance – The formal written acceptance by the City of the entire Contract which has been completed in all respects in accordance with the Specifications and any approved modifications.

Addenda – Any written change, clarifications or supplement to documents issued for biddings, issued by the City or its Engineer prior to bid.

Agency – Shall mean the City of San Juan, or another agency or district that may adopt these Specifications, acting through its authorized representatives.

Allowance – An amount of money set aside under the Contract for a special purpose identified in the Contract.

Architect and/or Consulting Engineer – A person or persons, firm, partnership, joint venture, corporation, or combination thereof or authorized representative thereof, acting in the capacity of consultant to the City of San Juan. The Architect or Consulting Engineer shall issue directions to the Contractor only through the City of San Juan. When the Specifications require that approval be obtained from the Architect or Consulting Engineer, such approval shall be requested from and be given by the City of San Juan.

As-Built – See “Record Drawings”

As Shown, Etc. – Where “as shown”, “as latest indicated”, “as detailed” or words of similar import are used, the reference is to Contract unless specifically stated otherwise. Where “as directed”, “as permitted”, “approved”, or words of similar import are used, they shall mean the direction, permission, or approval of the City of San Juan.

Award – The decision to accept the proposal by the city council of the lowest responsible bidder for the Work, subject to the execution and approval of the satisfactory contract therefore and bond to secure the performance thereof, and to such other conditions as may be specified or required by law.

Bid – When submitted on the prescribed bid form, properly signed, and guaranteed, the Bid constitutes the offer of the Bidder to complete the Work at the price shown on the Bidder’s bid form.

Bid Bond – The cashier’s check, certified check, or bidder’s bond accompanying the bid submitted by the bidder, as a guarantee that the bidder will enter into a Contract with the City for the performance of Work herein described.

Bidder – Any person, persons, firm, partnership, joint venture, corporation, or combination thereof, submitting a Bid for the Work, acting directly or through a duly authorized representative.

Bid Documents – The sum of the documents that compromise the Bid by a Bidder to perform the Work.

Bid Opening – The event conducted by the City of San Juan during which the sealed Proposals submitted by Bidders to perform the Work are opened and publicly read.

Bid Security – The cashier’s check, certified check, or bidder’s bond accompanying the bid submitted by the bidder, as a guarantee that the bidder will enter into a Contract with the City for the performance of Work herein described.

Calendar Day – Every day shown on the calendar. When the Contract time is stated in Calendar days, every day will be charged toward the Contract time.

City – The City of San Juan, a political sub-division of the County of Hidalgo and the State of Texas.

Claim – A separate demand by the Contractor for (i) a time extension, (ii) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and

payment of which is not otherwise expressly provided for, or the claimant is not otherwise entitled to, or (iii) an amount of payment of which is disputed by the City.

Contract – The written agreement signed by the City of San Juan and the Contractor covering the Work and the furnishing of labor, materials, tools, and equipment in the construction of the Work. The Contract shall include the Notice to Contractors, Bid, Plans, Specifications, Special Provisions, contract bonds, and any project-specific specifications or documents; also, any and all supplemental agreements amending or extending the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the Contract and include Contract Change Orders.

Contract Change Order – A Contract amendment approved by the City of San Juan that includes, but is not limited to, alterations, deviations, additions to, or deletions from, the Contract which are required for the proper completion of the Work.

Contract Documents – The Contract Documents are the collective term for all the documents listed in Article I of the Contract.

Contracting Officer – The City Manager of the City of San Juan or the City Manager’s representative authorized to enter into a contract on behalf of the City of San Juan.

Contractor – The person or persons’ firm, partnership, joint venture, corporation, or combination thereof, private, or municipal, who (that) has (have) entered into a Contract, as defined in these Specifications, with the City of San Juan.

Contract time – The time stated in the Contract for completion of the Work. The Contract Time may be a single allotment of time, a group of times specific to portions of the Work, or a combination of the two.

Council Member – A member of the City of San Juan City Council.

Datum – The figures given in the Specifications or upon the drawings after the word “Elevation” or an abbreviation of it, shall mean U.S.G.S datum, unless otherwise noted.

Days – Unless otherwise designated, days as used in the Contract Documents shall mean calendar days.

Elevation – The figures given on the Plans or in other Contract Documents after the word “Elevation” or abbreviation of it shall mean the distance in feet above the standard datum used by the City.

Engineer – The City Engineer for which work will be done under these Specifications, acting personally or through agents or assistants duly authorized by the Director.

Estimated Quantities – The list of items of work and the estimated quantities associated with the Work. The Estimated Quantities provided the basis for the Bid.

Extra Work – Work other than that required either expressly or implied by the Contract in its executed form.

Field Instructions – Direction given, in writing, by a City representative.

Haul Route – Route for ingress and egress or materials hauled to and from a project site within the City limits.

Inspector – The person or persons authorized to act as agent(s) for the City of San Juan to the contractor.

Major Bid Item – Five percent (5%) of the total contract bid price.

Notice to Contractors – The written notice whereby interested parties are informed of the date, location, and time of the Bid Opening of a proposed City of San Juan Project and the terms and conditions of submitting Bids to perform the Work.

Notice to Proceed – The written authorization by the City of San Juan to the Contractor specifying the date the Work may begin and any conditions regarding the beginning of the Work.

Or Equal – The term “or equal” shall be understood to indicate that the “equal” product be the equivalent or better than the product named in function, performance, reliability, quality, and general configuration. Determination of equality in reference to the project design requirements will be made by the Engineer.

Plans – The plans, drawings, profiles, cross sections, Working Drawings, and Supplemental Drawings, or reproductions thereof, approved by the City of San Juan, which show the locations, character, dimensions, and details of the Work.

Plant – All physical resources, facilities, machinery, equipment, staging, tools, work, and storage space other than provided by the Contract, together with subsidiary essentials and necessary maintenance for proper construction and acceptable completion of the project.

Project - Shall mean the Work.

Project Manager – The person designated by the City as its project management representative during the course of construction, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

Proposal – Shall mean “Bid”.

Record Drawings – Drawings prepared by the Engineer that document changes to, additions to, or deductions from the Plans, and which represent the Work as constructed.

Schedule of Values – A statement furnished by the Contractor to the City of San Juan reflecting the portions of the Total Contract Price allotted for the various parts of the Work for each work activity contained on the project schedule. Unless otherwise indicated in the Specifications, the total for the Schedule of Values shall equal the full cost of the Work, including all labor, material, equipment, overhead, and profit. For lump sum contracts, the Schedule of Values is the basis for reviewing the Contractor’s application for progress payments.

Shop Drawings – Drawings prepared by the fabricator or supplier showing the layout and details of components fabricated in a shop for inclusion in the permanent facility (e.g., structural steel, reinforcing steel, railings)

Site – The area upon or in which the Contractor’s operations are carried on and such other areas adjacent thereto as may be designated by the Engineer.

Special Provisions – The Special Provisions are specific clauses setting forth conditions or requirements peculiar to the Work and supplementary to these Standard Construction Specifications.

Standard Construction Specifications – The directions, provisions, and requirements contained herein. When the term “Standard Specifications” or “those Specifications” is used, it means the provisions as set forth herein, together with any amendments or revisions that may be set forth in the Special Provisions. The Standard Specifications are comprised of “General Provisions” and “Technical Provisions”.

Standard Drawings – The standard drawings of the City of San Juan, which are incorporated into the Standard Construction Specifications, and made part of the Plans by reference to one or more specific Standard Drawings.

State – The State of Texas.

State Specifications – The version of the Standard Specifications of the State of Texas, Department of Transportation, in effect at the time of Notice to Contractors.

Subcontractor – A properly licensed party under contract to and responsible to the Contractor for performing a specified part of the Work; or a properly licensed party under contract and responsible to a Subcontractor of the Contractor.

Supplemental Conditions – Additions, revisions, special directions, and requirements peculiar to a project site and not otherwise thoroughly set forth in General and/or Specifications.

Supplemental Drawing – Supplemental drawings define the Plans and Specifications in greater detail by providing additional information that may not have been specifically or clearly shown or called out on the Plans or in the Specifications.

Technical Provisions – The provisions of the Standard Construction Specifications that describe the technical aspects of the Work.

Total Contract Price – The total price for the Work as bid by the Contractor, including any additions or subtractions made via Contract Change Orders.

Work – All actions which the Contractor is contractually required to do as specified, indicated, shown, contemplated, or implied in the Contract to construct the Work, including all alterations, amendments, or extensions made by Contract Change Order or other written orders or directives of the City of San Juan. Unless specified otherwise in the Contract, the Work includes furnishing all materials, supplies, equipment, tools, labor, transportation, supervision, and all incidentals necessary to complete the Work.

Working Day – Any day except: (A) Saturdays, Sundays, and legal holidays; (B) days on which the Contractor is specifically required by the Special Provisions or by law to suspend construction operations; or (C) days on which the Contractor is prevented from proceeding with the current controlling operation or operations of the Work for at least five (5) hours per day due to inclement weather, or conditions resulting immediately therefrom; or (D) as defined in the executed contract.

Working Drawing – Working Drawings detail a particular item of work and the manner in which it is to be accomplished or performed. Working Drawings are prepared by the Contractor as a submittal or a portion of a submittal and or a portion of a submittal and may be specifically requested by the City of San Juan or required in the Contract or a Field Instruction or other written directive.

Written Notice – “Written Notice” shall be deemed to have been duly served when delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by U.S. mail to the last business address known to him who gives the notice.

END OF SECTION

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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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 00810
SUPPLEMENTARY CONDITIONS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This section describes the supplementary conditions of the project and contract agreement. The conditions contained in this section are specific administrative and policy requirements in addition to the general conditions and other requirements listed in the contract documents.

1.02 REFERENCES – NOT USED

1.03 DEFINITIONS

- A. Refer to Section 00700

1.04 INDEMNIFICATION

- A. The contractor agrees to indemnify and to hold the Owner and the (Architect or Engineer) harmless from and against any damages, claims, demands, suits, judgments and costs including attorney's fees and expenses for or on account of damage to property of any person, firm corporation, or Government agency, or death of or injury to any person or persons (including property and employees of the Owner, the Contractor, and employees of the Contractor) directly or indirectly arising out of, or caused by or in connection with the performance of or failure to perform any work provided for hereunder by the Contractor, his subcontractors, or their or the Contractor's agents, servants, or employees.
- B. To the fullest extent by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, Engineer, Engineer's Consultants and the officers, directors, partners, employees, agents, other 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 professional and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this paragraph shall obligate Contractor to indemnify or entity from and against any consequences of that individual's or entity's own negligence.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, *(Architect or Engineer)*, *(Architect's or Engineer's)* Consultants, and the officers, directors, partners, employees, agents, other 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 professional and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this paragraph shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

1.05 INSURANCE

- A. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Section and the Contract Documents, shall contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner, Construction Manager and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with a Section and the Contract Documents.
- B. The Contractor shall require the subcontractors to provide to the Owner all the below insurance limits by the use of a certificate of insurance.
- C. The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner.
 - 1. Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract, Worker's Compensation Insurance as required by the State of Texas for all of employees to be engaged in work at the site of the project under this contract, and in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation for all employees to be engaged in such work unless employees are covered by the protection afforded by the Contractor's Work Compensation Insurance.
 - 2. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of the contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts shown in Insurance Limits in Paragraph 1.6 below.
- D. Proof of Insurance: The Contractor and Subcontractors shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

1.06 INSURANCE LIMITS

The contractor and Subcontractors, at his expense, shall take out and keep in force throughout the term of this Contract, the following insurance coverage in the amounts specified below to cover all of his operations in connection with the work to be performed under the Technical Specifications. The insurance certificates shall be submitted to the Owner for acceptance prior to move in and beginning work.

MINIMUM INSURANCE REQUIREMENTS

<u>INSURANCE TYPE</u>	<u>LIMITS OF LIABILITY</u>
A. <u>Workman's Compensation</u>	\$1,000,000 per occurrence
B. <u>General Liability</u> Comprehensive Form Premises – Operations Products/Completed Operations Hazard Contractual Insurance Independent Contractors Personal Injury	\$1,000,000
C. <u>Automobile Liability</u> Comprehensive Owned Hired Non-owned	\$1,000,000
D. <u>Excess Liability</u> Umbrella Form	\$1,000,000
E. <u>Property Damage</u>	\$1,000,000

The remaining term of all policies shall extend at least to the completion date of this Contract, if the expiration date shall occur prior to final completion of all operations hereunder, Contractor shall, not less than fifteen (15) days prior to expiration date, furnish evidence of renewal of or extension of such insurance. All such evidence of insurance shall provide for ten (10) days prior to notice to be given to Owner in the event of cancellation.

1.07 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAM

A. Equal Employment Opportunity

1. The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicant for employment, notices to be provided by the owner.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will cause the foregoing provisions to be inserted in all subcontractors for any work covered by this contract so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The Contractor shall take affirmative actions to ensure equal opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.
5. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.
6. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
7. The Contractor shall not use the goals and timetables or affirmative actions standards to discriminate against any person because of race, color, religion, sex, or national origin.
8. The Contractor shall not enter into a Subcontract with any person or firm debarred from Government contracts.
9. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents.

B. Affirmative Action for Handicapped Workers

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical and mental handicap in all employment practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Non-Segregated Facilities

1. The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not

and will not permit his employees any segregated facilities at any of his establishments or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term “segregated facilities” means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

PART 2 – PRODUCT – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 00830
WARRANTY AND FINAL PAYMENT

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This section describes the warranty and final payment. The conditions contained in this Section are specific administrative and policy requirements in addition to the general conditions and other requirements listed in the contract documents.

1.02 REFERENCES – NOT USED

1.03 DEFINITIONS

- A. Refer to Section 00700

1.04 CONTRACTOR'S WARRANTY OF TITLE

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

1.05 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 (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR and ENGINEER shall inspect the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER considers the Work substantially complete, ENGINEER within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of times to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER AND CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

- B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

1.06 PARTIAL UTILIZATION

- A. Use by OWNER at OWNER's option of 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, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.
- B. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall inspect 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, therefore. If ENGINEER considers that part of the Work to be substantially complete, the above provisions will apply with respect to certification of Substantial Completion of that part of the Work and division of responsibility in respect thereof and access thereto. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirement of regarding property insurance.

1.07 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 inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

1.08 FINAL PAYMENT

- A. Application for Payment
 - 1. After CONTRACTOR has, in the opinion of the 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 of insurances, certificates of inspection, marked up record documents and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.
 - 2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required (ii) consent of the surety, if any,

- to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens rights arising out of or Liens filed in connection with Work.
3. In lieu of the releases or waivers of Liens specified above and as approved by OWNER, the CONTRACTOR may furnish receipts and releases in full and an affidavit of CONTRACTOR that: (i) releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible 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 or indemnify OWNER against any Lien.
 4. 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 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 Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the above provisions. 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 Application for Payment.
 5. Payment becomes due within thirty days after approval, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.
 6. If through no fault of CONTRACTOR, final completion of the Work is substantially delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required above, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

1.09 WAIVER OF CLAIMS

A. The making and acceptance of final payment will constitute:

1. A waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to the above, from failure to comply with the Contract Documents or the terms of any special

guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. A waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 00910 MODIFICATIONS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. This section contains information pertaining to modifications and changes in the Contract Documents for the Project.

1.02 REFERENCES – NOT USED

1.03 DEFINITIONS

- A. Refer to Section 00700

1.04 MODIFICATION OF CONTRACT DOCUMENTS

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) Field Order; (ii) Engineer's approval of a Shop Drawing or Sample; or (iii) Engineer's written interpretation or clarification.
- C. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with Owner: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's Consultant, including electronic media editions; and (ii) shall not reuse any of 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 adoption by Engineer. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

PART 2 – PRODUCT – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 00930
PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Articles 5159A and 5160 of the Revised Civil Statutes of Texas which Statutes must be complied with. The articles are as follows:

ARTICLE 5159A:

SECTION 1. Not less than the general prevailing rate of per diem wages for work for a similar character in the locality which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work, shall be paid to all laborers, workmen and mechanics employed by or on behalf of any Country, City and County, City, Town, District or other political subdivision of the State, engaged in the construction of public works, exclusive of maintenance work. Laborers, workmen and mechanics employed by contractors or subcontractors in the execution of any contract or contracts for public works with the State, or any officer or public body thereof, or in the execution of any contracts for public works, with any County, City and County, Town, District or other political subdivision of this State, or any officer or public body thereof, shall be deemed to be employed upon public work.

SECTION 2. The public body awarding any contract for public work on behalf of the State, or on behalf of any County, City and County, Town, District or other political subdivision thereof, or otherwise undertaking any public work, shall ascertain the general prevailing rate of per diem wages in the locality in which the work is being performed for each craft or type of workmen or mechanic needed to execute the contract, and shall specify in the call for bids for said contract, and in the contract itself, what the prevailing rate of per diem wages in the said locality is for each craft or type of workmen needed to execute the contract, also the prevailing rate for legal holiday and overtime work, and it shall be needed to execute the contract, also the prevailing wage for legal holiday and overtime work, and it shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen and mechanics employed by them in the execution of the contract. The Contractor shall forfeit as a penalty of the State, County, City and County, Town, District or other political subdivision on whose behalf the contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the stipulated rates for any work done under said contract, by him, or by any subcontractor under him, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers to take cognizance of complaints of all violations of the provisions of this Act committed in the course of the execution of the contract, and when making payments to the contract of monies becoming due under said contract to withhold and retain therefrom all sums and amounts which shall be forfeited pursuant to the herein said stipulation and the terms of this Act; provided however that no sum shall be so withheld, retained or forfeited, except from the final payment, without a full investigation by the awarding body.

It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the terms of this Act, and if payment has already been made to him that contractor may recover from him the amount of the penalty or forfeiture in a suit at law.

PREVAILING WAGE LEGAL REQUIREMENTS (Continued):

SECTION 3. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all laborers, workmen and mechanics employed by him, in connection with the said public work, and showing the actual per diem wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the public body awarding the contract, its officers and agents.

SECTION 4. Any construction or repair work done under contract, and paid for in whole or in part out of public funds, other than work done directly by any public utility company pursuant to order of the Railroad Commission or other public authority, whether or not done under public supervision or direction or paid for wholly or in part out of public funds, shall be held to be “public works” within the meaning of political subdivision of this State in which the building, highway, road, excavation, or other structures, project, development or improvement is situated in all cases in which the contract is awarded by the State, or any public body thereof, and shall be held to mean the limits of the Country, City and County, City, Town, District or other political subdivision on whose behalf the contract is awarded in all other cases. The term “general prevailing rate of per diem wages” shall be the rate determined upon as such rate by the public body awarding the contract, authorizing the work, whose direction in the matter shall be final. Nothing in this act, however, shall be construed to prohibit the payment to any laborer, workman or mechanic employed on any public work as aforesaid of more than the said general prevailing rate of wages.

ARTICLE 5160 BOND FOR WAGES:

Any person or persons, firm or corporation, entering into a formal contract with this State or its counties or school districts or other subdivisions thereof or any municipality therein for the construction of any public building, or the prosecution and completion of any public work shall be required, before, commencing such work, to execute the usual Penal Bond, with additional obligation that such contractor shall promptly make payments to all persons supplying him or them with labor and materials in the prosecution of the work provided for in such contract. Any person, company, or corporation who has furnished labor or materials used in the construction or repair or any public building or public work, and payment for which has not been made, shall have the right to intervene and be made a party to any action instituted by the State or any adjudicated in such action and judgment rendered thereon, subject, however, to the priority of the claims and judgment of the State or municipality.

If the full amount of the liability of the surety on said bond is insufficient to pay the full amount of said claims and demands, then, after paying the full amount due to the State or municipality, the remainder shall be distributed pro-rata among said interveners. Provided, further, that all claims of labor and materials furnished to said Contractor, and all claims of labor and material furnished to any contractor shall be itemized and sworn to as required by Statutes as to mechanic’s lien claims, and such claims shall be filed with the County Clerk of the County, in which said work is being prosecuted, within ninety days from the date of the delivery of said material and performance of said work. The County Clerk shall note on the mechanic’s lien record, the name of the claimant, the amount claimed, the name of the contractor and the name of the county, School District, other subdivisions, or municipality with which the contract was made; and the County Clerk shall index the claim under the name of the contractor and under the name of the County, School District, other subdivision, or municipality; with which the contract was made.

PREVAILING WAGE LEGAL REQUIREMENTS (Continued):

ARTICLE 5160 Bond for Wages (Continued):

Provided further, that after completion and acceptance of completed project all moneys due contractor under said contract shall be held by the state or its counties or school districts or other subdivision, thereof or an affidavit made by Contractor that all just bills for labor and materials under this Contract has been paid in full by the Contractor.

Acts 1913, P. 185, Acts 1929, 41st leg., P. 4881. Ch. 22 paragraph 1.

PREVAILING WAGE LEGAL REQUIREMENTS (Continued):

"General Decision Number: TX20240003 01/05/2024

Superseded General Decision Number: TX20230003

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	least \$17.20 per hour (or
	the applicable wage rate
	listed on this wage
	determination, if it is
	higher) for all hours
	spent performing on the
	contract in 2024.
_____	_____

If the contract was awarded on	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay all
extended on or after January	covered workers at least
30, 2022:	\$12.90 per hour (or the

	applicable wage rate listed
	on this wage determination,
	if it is higher) for all
	hours spent performing on
	that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/05/2024

SUTX2011-003 08/02/2011

Rates Fringes

CEMENT MASON/CONCRETE
 FINISHER (Paving & Structures)...\$ 12.46 **

FORM BUILDER/FORM SETTER
 (Structures).....\$ 12.30 **

FORM SETTER (Paving & Curb).....\$ 12.16 **

LABORER

Asphalt Raker.....\$ 10.61 **
 Flagger.....\$ 9.10 **
 Laborer, Common.....\$ 9.86 **
 Laborer, Utility.....\$ 11.53 **
 Pipelayer.....\$ 11.87 **
 Work Zone Barricade
 Servicer.....\$ 12.88 **

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....\$ 13.48 **
 Asphalt Paving Machine.....\$ 12.25 **
 Broom or Sweeper.....\$ 10.33 **
 Crane, Lattice Boom 80
 Tons or Less.....\$ 14.39 **
 Crawler Tractor.....\$ 16.63 **
 Excavator, 50,000 lbs or
 less.....\$ 12.56 **
 Excavator, over 50,000 lbs..\$ 15.23 **
 Foundation Drill, Truck
 Mounted.....\$ 16.86 **
 Front End Loader Operator,
 Over 3 CY.....\$ 13.69 **
 Front End Loader, 3 CY or
 less.....\$ 13.49 **
 Loader/Backhoe.....\$ 12.77 **
 Mechanic.....\$ 15.47 **
 Milling Machine.....\$ 14.64 **
 Motor Grader Operator,
 Rough.....\$ 14.62 **
 Motor Grader, Fine Grade....\$ 16.52 **
 Scraper.....\$ 11.07 **

 Servicer.....\$ 12.34 **

 Steel Worker (Reinforcing).....\$ 14.07 **

 TRUCK DRIVER
 Lowboy-Float.....\$ 13.63 **
 Single Axle.....\$ 10.82 **
 Single or Tandem Axle Dump..\$ 14.53 **
 Tandem Axle Tractor with
 Semi Trailer.....\$ 12.12 **

 WELDER.....\$ 14.02 **

WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher
 minimum wage under Executive Order 14026 (\$17.20) or 13658

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

END OF SECTION

DIVISION 1 – GENERAL REQUIREMENTS

**SECTION 01010
SUMMARY OF WORK**

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. Furnish all labor, materials, equipment, and incidentals required to construct the City of San Juan Water Plant Additional Garage, as shown on the Drawings, and as specified herein.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work includes, but is not limited to the following:
1. Installation, complete-in-place, and testing of and 8-inch (approximately 93 L.F.) of sanitary sewer gravity line, including all pipe, manholes, right of way preparation, excavation, backfilling, compaction, trenchless construction, compaction testing, repair/replacement of all paving/curbs/concrete flatwork, topsoil placement, seeding and sodding, utilities, and all facilities removed, relocated, or damaged during construction.
 2. Design, installation, maintenance, and removal of trench excavation safety protection required for installation of potable water pipe and all other construction.
 3. Installation, maintenance, and removal of stormwater pollution prevention, as required for construction.
 4. Installation, maintenance, and removal of traffic control, as required for construction
 5. Construction of all required paving improvements within the limits of construction.
 6. Support and protection of existing utilities and facilities during construction, and removal and replacement or relocation of existing utilities in conflict with new construction.
 7. All other work as identified in the Contract Documents and required for complete installation.
 8. All work done under this Contract shall conform to all governing local, state and federal ordinances and laws. CONTRACTOR shall arrange and pay for all cost of permits not already obtained by the OWNER and inspection fees and shall confine his operation to the limits set by law.
 9. It is the intent of the OWNER to award this project to one CONTRACTOR.

1.3 WORK NOT COVERED BY CONTRACT DOCUMENTS

- A. If pavement, or other facilities, outside of the construction limits is damaged by the Work, the CONTRACTOR shall coordinate repair with the OWNER of the facility and all repairs shall be performed at the CONTRACTOR'S expense.

1.4 DESCRIPTION OF WORK

- A. Portions of this project may be subject to review and acceptance by various agencies. The CONTRACTOR will be required to coordinate with these agencies for such items as issuance

permits or work orders, inspections during construction, and final acceptance. The agencies for this project that may require coordination include, but are not limited to, the following:

1. City of San Juan Public Utilities (Water) Departments
2. Hidalgo County
3. Texas Department of Transportation (TxDOT)
4. Texas Commission of Environmental Quality (TCEQ)
5. Texas Water Development Board (TWDB)
6. Union Pacific Railroad (UPR)
7. US Army Corps of Engineers (USACE)
8. City Utility Purveyors

1.5 WORK SEQUENCE

- A. Construct work in stages to minimize disruption to local residences, businesses, schools. Coordinate the construction schedule with the OWNER's representative.
- B. A Traffic Control Plan conforming to requirements to the Texas Manual of Uniform Traffic Control Devices (TMUTCD) and sealed by a professional engineer licensed in Texas shall be provided by the CONTRACTOR to the governing right-of-way (ROW) agency and the OWNER when the proposed construction affects or is located within the limits of a local, state, or federal maintained ROW. The CONTRACTOR shall not begin construction on the Project or close any streets until the traffic control plan has been approved by the governing ROW agency, the OWNER and all traffic control devices are properly installed and maintained at the job site in accordance with the TMUTCD. The CONTRACTOR shall notify the governing ROW agency and the OWNER 7 days in advance of closing any street to through traffic. CONTRACTOR shall provide for the access of residents, businesses, and emergency vehicles within all phases of work. This may include, but will not be limited to, providing steel plates at temporary trench crossings at entrances to businesses and residences. Flagmen and/or police officers to control traffic at these crossings shall be used as required by the governing agency, at the CONTRACTOR's expense.
- C. It is the CONTRACTOR's obligation and responsibility to familiarize himself with the Project and its various requirements to provide all structures, equipment, piping, electrical power, and other items necessary to complete the Work of this contract within the time constraints set forth in the Contract Documents. Completion of the Work within the established Contract times set forth herein shall remain the sole responsibility of the CONTRACTOR.
- D. The CONTRACTOR shall organize and plan the construction activities to assure the safety and reliability of and to minimize interruption of the existing utilities, streets, sidewalks, and all other facilities.
- E. The proposed work sequence shall be submitted to the ENGINEER. Phasing of work shall be required by the Contract Documents, as required by the ENGINEER and OWNER. Construct work in stages to provide the proper coordination with existing facilities.

1.6 CONTRACTOR USE OF PREMISES

- A. CONTRACTOR shall:
 1. Limit his use of the premises for Work and for storage to reduce disruption to the public.
 2. Assume full responsibility for the protection and safekeeping of products under this Contract, stored on the site.
 3. Obtain and pay for the use of storage or work areas needed for operation.

4. Coordinate use of premises under the direction of OWNER.
5. Move any stored products, under the CONTRACTOR's control, which interfere with operations of the OWNER.
6. Equipment and materials cannot be stored in street ROW, TxDOT ROW, or any other ROW and easements. Equipment can only be stored in the CONTRACTOR's staging area indicated in the drawings.

1.7 COORDINATION OF WORK

- A. Maintain overall condition of the Work with other contractors and OWNER.
- B. Obtain construction schedules from each subcontractor and require each subcontractor to maintain schedules and coordinate modifications.

1.8 ACTIVITIES BY OTHERS

- A. OWNER, utilities, and others may perform activities within Project area while the Work is in progress.
 1. Schedule the Work with OWNER, utilities, and others to minimize mutual interference.
- B. Activities by Others Which May Affect Performance of Work Include:
 1. The CONTRACTOR as hereby advised that the other contractors will be working on the site and that City personnel and others may be on site in support of continuing operations. Coordination with these other projects/contractors is a requirement of this project. The CONTRACTOR may be precluded from certain area of work until other contractors complete their work.
- C. Cooperate with Others to Minimize Interference and Delays.
 1. When cooperation fails, submit recommendations, and perform Work in coordination with work of others as directed by OWNER.
- D. When the Work depends on proper execution or results upon work performed by others, inspect and promptly report apparent discrepancies or defects in work performed by others to OWNER.
 1. Assume responsibility for work performed by others, except for defects reported as specified in this paragraph and defects which may become apparent in work performed by others after execution of the Work.

1.9 INTERFERENCING STRUCTURES AND UTILITIES

- A. Take necessary precautions to prevent damage to existing structures and utilities whether on the surface, aboveground, or underground. An attempt has been made to show major structures and utilities on the Drawings. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed, and it is presented as a guide to avoid known possible difficulties.
- B. The CONTRACTOR assumes the responsibility of protecting existing structures and utilities from damage. Where existing structures and utilities must be removed to properly conduct the work, or are damaged during the work, they shall be restored at the CONTRACTOR's own expense to at least their original condition and to the satisfaction of the OWNER.

- C. The CONTRACTOR may, with the approval of the OWNER and without additional compensation, remove and replace in a condition as good as or better than original, any small interfering structures such as fences and signposts that interfere with the CONTRACTOR's operations.

1.10 CROSSING AND RELOCATING EXISTING UTILITIES

- A. Perform any work required in crossing culverts, water courses, including brooks and drainage ditches, storm drains, gas mains, water mains, sewer mains, electric, telephone, fiber optic, services (gas, water, sewer, electric, and all other services), and all other utilities. This work shall include locating prior to construction, bracing, hand excavation, backfill, and any other work required for crossing the utility or obstruction not included for payment in other items on the Bid Proposal.
- B. In locations where existing utilities cannot be crossed without interfering with the construction of the work as shown on the Drawings, remove and relocate the utility as directed by the OWNER or cooperate with the Utility Companies concerned if they relocate their own utilities.
- C. At pipe crossings and where designated by the OWNER, furnish and place bedding material, as specified in Section 02316 Excavation and Backfilling for Structures and 02320 Utility Backfill Material, so that the existing utility or pipe is firmly supported for its entire exposed length. The bedding shall extend to the mid-diameter of the pipe crossed. Furnish controlled low strength fill (flowable fill) in locations indicated on the Drawings.

1.11 RESTORING PAVEMENTS

- A. General: All paved areas, cut or damaged during construction, shall be replaced with similar materials of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in Contract Documents or in the requirements of the agency issuing the permit. The pavement restoration requirement to match existing sections shall apply to all components of existing sections, including subbase, base and pavement. Pavements which are subject to partial removal shall be neatly saw cut in straight lines.
- B. Temporary Resurfacing: The CONTRACTOR shall place temporary surfacing promptly after backfilling and shall maintain such surfacing until final restoration.
- C. Permanent Resurfacing: To obtain a satisfactory junction with adjacent surfaces, the CONTRACTOR shall saw cut back and trim the edge as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restorations shall be constructed to finish grades compatible with adjacent undisturbed pavement.
- D. Restoration of Sidewalks or Private Driveways: Wherever sidewalks or private driveways or roads have been removed for purpose of construction, the CONTRACTOR shall place suitable temporary sidewalks, driveways, roads promptly after backfilling and shall maintain them in satisfactory condition until final completion.
- E. CONTRACTOR shall follow all applicable requirements and Contract Documents.

1.12 REMOVAL AND REPLACEMENT OF SIGNS, LAMPPOSTS, AND MAILBOXES

- A. Existing signs, lampposts, and mailboxes which may be damaged or removed during the course of the construction shall be reinstalled in a vertical position at the same location from which they were removed. Replace damaged items of equal or better quality than the damaged items. Provide a concrete anchor as necessary, to ensure rigid alignment. Exercise care in the reinstallation of all items to prevent damage to the newly installed construction.

1.13 REMOVAL AND REPLACEMENT OF FENCING

- A. Existing fencing required to be removed for the new construction shall be installed in locations shown on the Drawings, or as directed by the OWNER, or reinstalled in the existing location from which the fencing was removed. Any fencing which is damaged by the CONTRACTOR shall be replaced with new fencing.

1.14 RESTORATION AND REPLACEMENT OF CURBING

- A. CONTRACTOR shall follow all applicable requirements provided in detail and permits and the Contract Documents.

1.15 PROTECTION AND BRACING OF UTILITY POLES

- A. Make all arrangements with the proper utility companies for bracing and protection of all utility poles that may be damaged or endangered by the operations. Work under this item shall include the related removal and reinstallation of guy wires, or support poles whether shown on the Drawings or not.

1.16 RESTORING EASEMENTS AND RIGHT-OF-WAYS

- A. CONTRACTOR shall be responsible for all damage to private property and public right-of-ways due to CONTRACTOR operations. Protect from injury all walls, fences, cultivated shrubbery and vegetables, trees, pavement, curbs, underground structures, and utilities, above-ground facilities and structures, and all other public and private property. If removal and replacement are required, it shall be done in a workmanlike manner so that replacement is equivalent to that which existed prior to construction.
- B. Existing lawn and sod surfaces damaged by construction shall be replaced. Cut and replace the lawn and sod or restore the areas with an equivalent depth and quality of loam, seed, and fertilizer as necessary to provide a stand of grass at least equal to that existing prior to construction. These areas shall be maintained and reseeded, if necessary, until all work under this Contract has been completed and accepted. Any additional work required to restore property to the original condition shall be performed at the CONTRACTOR's expense.
- C. Existing trees, shrubs, plants and bushes shall be fully protected. For any trees, bushes, and shrubs required to be removed and replaced, it shall include the careful excavation of the root ball which shall be wrapped with burlap while out of the ground. Replant them after backfilling the trench, stake them in an upright position, and periodically water replanted trees, bushes, and shrubs. Be fully responsible for ensuring that any and all trees, bushes, shrubs removed and replanted take and return to a visible state. Any replanted items that fail to take or that are damaged and unsuitable for replanting shall be replaced, at the CONTRACTOR's expense, with a tree, bush, or shrub equal to the one removed.

1.17 INCIDENTAL WORK

- A. Do all the incidental work not otherwise specified, but obviously necessary to the proper completion of the work as shown on the Drawings and as specified, at the expense of the CONTRACTOR.

1.18 FIELD RELOCATION

- A. During the progress of the work, minor relocations of the work may be necessary. Such relocations shall be made only by the direction of the ENGINEER. If existing structures or utilities are encountered that will prevent construction as shown, notify the ENGINEER before continuing the work in order that the ENGINEER may direct such field revisions as necessary to avoid conflict with the existing structures or utilities, and the CONTRACTOR shall receive no additional compensation. If the CONTRACTOR fails to notify the ENGINEER when an existing structure or utility is encountered and proceeds with the work despite this interference, he shall be responsible for any damage that may occur. If the existing structures or utilities are required to be adjusted, CONTRACTOR shall coordinate with the OWNER(s) of the existing structures or utilities for relocation or adjustment and shall receive no additional compensation.

1.19 NOTICE TO OWNERS AND AUTHORITIES

- A. CONTRACTOR shall notify owners of adjacent property and utilities when possession of the Work may affect them.
- B. CONTRACTOR shall give notices sufficiently in advance (minimum of 7 days) to enable the affected persons to provide for their needs. Notices shall conform to any applicable local ordinances and, whether delivered orally or in writing, shall include appropriate information concerning the interruption and instructions on how to limit the inconvenience caused thereby.
- C. Utilities and other concerned agencies shall be notified at least 7 days (or as required by the utility or agency) prior to cutting or closing streets or other traffic areas or excavating near underground utilities or pole lines.

1.20 CONNECTIONS TO EXISTING FACILITIES

- A. CONTRACTOR shall make all necessary conditions to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, CONTRACTOR shall receive permission from OWNER or to the owning utility prior to undertaking conditions. CONTRACTOR shall protect facilities against deleterious substances and damage. CONTRACTOR shall provide a minimum of 7 days advance notice to OWNER prior to making connection.
- B. Connections to existing facilities which are in service shall be thoroughly planned in advance and all required equipment, materials, and labor shall be on hand at the time of undertaking the connections. Connections of new work to existing facilities will require the temporary partial isolation of existing utilities and facilities. CONTRACTOR shall submit a detailed written shutdown and connection plan and schedule and obtain OWNER's approval before proceeding with the work and any shutdowns, temporary interruptions, flow transfers, or bypass pumping. Work shall proceed continuously (around the clock) if necessary to complete connections in the minimum time. Operation of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.

1.21 OUTAGES

- A. The CONTRACTOR shall organize and plan the construction activities so that the number and duration of any required electrical power outages or other facility or utility shutdowns shall be minimized.
- B. Any outage or shutdown shall require specific approval of the OWNER. The OWNER reserves the right to reject any request for an outage or shutdown.
- C. In some cases, it may be necessary, at the CONTRACTOR's expense, to either install temporary facilities for service or schedule Work during a period when the outage or facility or utility shutdown would have minimal impact on the OWNER. Temporary facilities shall be determined by the OWNER and provided at the CONTRACTOR's expense.
- D. The CONTRACTOR shall provide the OWNER with a list of planned outages or other operations requiring facility or utility shut-downs at the pre-construction conference for the OWNER's review and planning purposes.
- E. The CONTRACTOR shall provide the OWNER with at least 7 days' notice in advance of any requested outage or shut-down.

1.22 UNFAVORABLE CONSTRUCTION CONDITIONS

- A. During unfavorable weather, wet ground, or other unsuitable construction conditions, CONTRACTOR shall confine its operations to work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality of efficiency thereof unless special means or precautions are taken by CONTRACTOR to perform the Work in a proper and satisfactory manner.

1.23 TESTING

- A. All test equipment, temporary valves, bulkheads, or other equipment and materials, including test water and power, shall be determined, and furnished by the CONTRACTOR, at this own expense, and subject to ENGINEER's review. No materials shall be used which would be injurious to the construction or its future function.

1.24 RESPONSIBILITY FOR MATERIALS AND EQUIPMENT

- A. CONTRACTOR shall be fully responsible for all materials and equipment which it has furnished.
- B. Components required to be supplied in quantity within a specification section shall all be the same and shall be interchangeable.

1.25 PERMITS AND LICENSES

- A. CONTRACTOR shall obtain, at his expense, all permits and licenses necessary for the construction of the Work.

1.26 OFFSITE STORAGE

- A. Offsite storage arrangements shall be approved by the OWNER for all materials and equipment not incorporated into the Work. Material stored off site shall not be included in Applications for Payment, until the material is moved on the construction site. Such offsite storage arrangements

shall be presented in writing and shall afford adequate and satisfactory security and protection. Offsite storage facilities shall be accessible to OWNER.

- B. All offsite storage facilities shall provided by the CONTRACTOR. This shall be considered incidental to the Contract and provided at no additional cost to the OWNER.

1.27 LAND FOR CONSTRUCTION PURPOSES

- A. Restrict construction activities to those areas within the limits of construction designated on the Drawings, within public rights-of-way. Adjacent properties and improvements thereon, whether public and private, which become damaged by construction operations shall be promptly restored to their original condition, to the full satisfaction of the property OWNER, and at the CONTRACTOR's expense. CONTRACTOR shall obtain authority for removal and alteration work on adjoining properties. Equipment and materials cannot be stored in City right-of-way, Texas Department of Transportation right-of-way, and other rights-of-way and easements. Equipment and materials can only be stored in the CONTRACTOR staging area as secured by the CONTRACTOR.
- B. CONTRACTOR shall obtain and pay for the use of additional storage or work areas if needed to perform the Work. This shall be considered incidental to the Contract and provided at no additional cost to the OWNER.

1.28 ALLOWANCES

- A. Approval of the use of the allowances shall be from the OWNER.
- B. The Contract Price includes all cash allowances for certain materials, equipment, and portions of the Work as follows:
 - 1. All Permitting Fees: This allowance shall govern obtaining all permits, prior to the start of construction. This allowance will be paid to reimburse the CONTRACTOR for actual permit fees required for the project.
- C. The CONTRACTOR shall use monies in Allowances only on issuance of written directive by the OWNER. The CONTRACTOR's Bid shall include overhead profit, insurance, and taxes for the allowances. Allowances shall include only the following costs:
 - 1. Products
 - 2. Labor
 - 3. Transportation
 - 4. Equipment Rental
 - 5. Other Direct Expenses
- D. Monies remaining in Allowances at close of the Project shall be credited to the OWNER by change order or transferred to other allowances as directed by the OWNER.
- E. The CONTRACTOR shall not exceed allowances without the OWNER's approval. If the approved purchase cost is more or less than the specified allowance amount, the contract sum will be adjusted by change order equal to the amount of the difference.

1.29 REQUESTS FOR INFORMATION (RFI)

- A. When it is necessary for the CONTRACTOR to request additional information, interpretation of the Contract Documents, or when the CONTRACTOR believes there is a conflict between the drawings and specifications, he shall identify the conflict and request clarification using the RFI form provided by OWNER. Use of this form will allow requests for information to be routed to OWNER, ENGINEER, or others through the OWNER and allow these requests to be monitored to determine that clarification is provided when needed. Sufficient information shall be attached to permit a written response without further information.
- B. The OWNER will log each request and will review the request to determine that the information provided is adequate. Information is not adequate; the request will be returned for additional information. When adequate information is provided, the request will be reviewed, and a response made. If a change is required, the OWNER will initiate a Proposed Contract Modification. If no change is required, the OWNER will provide additional information required to help the CONTRACTOR comply with the Contract Documents.
- C. The OWNER and ENGINEER shall provide a response to the RFI within 14 calendar days after its receipt in the OWNER's office.
- D. No adjustment of Contract Time or Contract Price will be allowed due to delays in progress of Work caused by OWNER and ENGINEER's review of RFI's.

1.30 SUBSTITUTES AND "OR-EQUAL" ITEMS

- A. Whenever a material or article is specified or described by using the name of a proprietary product or the name of a particular manufacturer or vendor, the specified items shall be understood as establishing the type, function, and quality desired. Request for review of equivalency will not be accepted from anyone except the CONTRACTOR, and such requests will not be considered until after the Contract has been awarded. Other manufacturer's products will be accepted, provided sufficient information is submitted to allow ENGINEER and OWNER to determine that the products proposed are equivalent to those named. Such items shall be submitted for review by the procedure set forth in the submittals section. The CONTRACTOR shall be responsible for the ENGINEER and OWNER engineering fees for review of alternate equipment.

1.31 LINES AND GRADES

- A. All Work shall be completed per the lines, grades, and elevations indicated on the Drawings.
- B. CONTRACTOR shall provide an experienced instrument person, competent assistants, and such instruments, tools, stakes, and other materials required to complete the survey, layout, and measurement work. In addition, CONTRACTOR shall furnish, at no additional charge, competent persons and such tools, stakes, and other materials as OWNER may require in establishing and designating control points or in checking survey, layout, measurement work and cut sheets as performed by CONTRACTOR.
- C. CONTRACTOR shall inform OWNER at least 7 days in advance of the time and places at which the CONTRACTOR requests to do Work, so that horizontal and vertical points may be confirmed as necessary by the OWNER.

- D. As determined by the OWNER, the CONTRACTOR shall remove and reconstruct work which is improperly located per the Project Contract Documents.

1.32 CLEANING UP

- A. CONTRACTOR shall keep the premises free at all times from accumulations of waste materials and rubbish. CONTRACTOR shall provide adequate trash receptacles about the site and shall promptly empty the containers when filled.
- B. Construction materials, such as concrete forms and scaffolding, shall be neatly stacked by CONTRACTOR when not in use. CONTRACTOR shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solutions from surfaces to prevent marring or other damage.
- C. Volatile wastes shall be properly stored in covered metal containers and removed daily.
- D. Wastes shall not be buried or burned on the site or disposed of into storm drains, sanitary sewers, streams, or waterways. All wastes shall be removed from the site and disposed of in a manner complying with applicable local, state, and federal regulations.
- E. Cleanup will be a condition for recommendation of progress payment applications.

1.33 REFERENCE STANDARDS

- A. Reference to standards, specifications, manuals, codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual code, or laws or regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their consultants, agencies, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work.

1.34 SITE ADMINISTRATION

- A. CONTRACTOR shall be responsible for all areas of the project site, including areas occupied by subcontractors, in the performance of the Work. CONTRACTOR will exert full control over the actions of all employees and other persons with respect to the use and prevention of property and existing facilities, except such controls as may be specifically reserved to OWNER or others. CONTRACTOR has the right to exclude from the site all persons who have no purpose related to the Work or its inspection and may require all persons on the site (except OWNER's employees) to observe the same regulations as CONTRACTOR requires of its employees.

PART 2 - PRODUCTS – NOT USED

PART 3 – EXECUTION - NOT USED

END OF SECTION

SECTION 01020 MOBILIZATION

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. Mobilization of construction equipment and facilities onto the site.

1.2 MEASUREMENT AND PAYMENT

A. Unit Price

1. Measurement for mobilization is on a lump sum basis
2. Mobilization payment will be included in monthly payment estimates upon written application by CONTRACTOR subject to the following provisions:
 - A. When **1% of the adjusted** contract amount for construction items (defined as the total contract amount less the lump sum bid for mobilization) **is earned, 50%** of the lump sum bid for Mobilization or 5% of the total contract amount, whichever is less, will be paid. Insurance and bonds will be paid on the initial request for payment under sub-heading to mobilization entitled “Insurance and Bonds”. The amount paid for insurance and bonds will not exceed 3% of the total contract amount for construction items.
 - B. When 10% of the adjusted contract amount for construction items is earned, 90% of the lump sum bid for Mobilization and Demobilization or 15% of the total contract amount, whichever is less, will be paid.
 - C. Upon completion of all work under this contract, payment for the remainder of the lump sum bid for Mobilization and Demobilization will be made.
3. Mobilization payments will be subject to retainage amounts stipulated in the General Conditions.

1.3 MOBILIZATION

- A. Mobilization shall include, but not be limited to, these principal items:
1. Obtaining required permits;
 2. Arranging for and erection of the CONTRACTOR’s work and storage yard.
 3. Posting OSHA required notices and establishing safety programs and procedures.
 4. Having CONTRACTOR’s superintendent at site full time.
- B. Use area designated for CONTRACTOR’s temporary facilities as shown on Drawings.

1.4 PROTECTION OF WORK AND PROPERTY

- A. Comply with the OWNER's safety rules while on OWNER's property.
- B. Keep OWNER informed of serious onsite accidents and related claims.
- C. Use of Explosives: No blasting or use of explosives will be allowed onsite.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

**SECTION 01025
MEASUREMENT AND PAYMENT**

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. Procedures for measurement and payment plus conditions for nonconformance assessment and non-payment for rejected products.

1.2 AUTHORITY

- A. Measurement methods delineated in Specific sections are intended to complement the criteria of this section. In the event of conflict, the requirements of the Specification section shall govern.

1.3 UNIT QUANTITIES SPECIFIED

- A. UNIT QUANTITIES ARE PROVIDED FOR INFORMATION PURPOSES ONLY. NO ADDITIONAL PAY SHALL BE PROVIDED IF THE ACTUAL WORK REQUIRED IS GREATER THAN THOSE INDICATED IN THE BID FORM. IF NO ITEM IS PROVIDED FOR WORK SHOWN ON THE DRAWINGS, IT SHALL BE CONSIDERED INCIDENTAL TO ONE OF THE OTHER BID ITEMS.

1.4 ADMINISTRATIVE SUBMITTALS

- A. Schedule of Values: Submit schedule on CONTRACTOR's standard form.
- B. Schedule of Estimated Progress Payments:
 - 1. Submit with an initially acceptable schedule of values.
 - 2. Submit adjustments thereto with Application for Payment.
- C. Application for Payment.
- D. Final Application for Payment.

1.5 SCHEDULE OF VALUES

- A. Prepare a separate schedule of values for each schedule of Work under the Agreement.
- B. Unit Price Work: Reflect unit price quantity and price breakdown from conformed Bid Form.
- C. Summation of the complete schedule of values representing all Work shall equal the Contract Price.
- D. Refer to Section 01292, SCHEDULE OF VALUES.

1.6 SCHEDULE OF ESTIMATED PROGRESS PAYMENTS

- A. Show estimated payment requests throughout Contract Times aggregating initial Contract Price.
- B. Base estimated progress payments on initially acceptable progress schedule. Adjust to reflect subsequent adjustments in progress schedule and Contract Price as reflected by modifications to the Contract Documents.

1.7 APPLICATION FOR PAYMENT

- A. Transmittal Summary Form: Attach one Summary Form with each detailed Application for Payment for each schedule and include Request for Payment of Materials and Equipment on Hand as applicable. Execute certification by authorized officer of CONTRACTOR.
- B. Provide a separate form for each schedule as applicable.
- C. Include an acceptable schedule of values for each schedule or portion of Work, the unit price breakdown for Work to be paid on unit price basis, a listing of OWNER-selected equipment, if applicable, and allowances, as appropriate.
- D. Preparation:
 - 1. Round values to the nearest dollar.
 - 2. List each Change Order and Written Amendment executed prior to date of submission as separate line item. Totals to equal those shown on the Transmittal Summary Form for each schedule as applicable.
 - 3. Submit Application for Payment, including a Transmittal Summary Form and detailed Application for Payment Form(s) for each schedule as applicable, a listing of materials on hand for each schedule as applicable, and such supporting data as may be requested by OWNER.

1.8 MEASUREMENT – GENERAL

- A. Weighing, measuring, and metering devices used to measure quantity of materials of Work shall be suitable for purpose intended to conform to tolerances and specifications as specified in National Institute of Standards and Technology, Handbook 44.
- B. Whenever pay quantities of material are determined by weight, the material shall be weighed on scale furnished by CONTRACTOR and certified accurate by the state agency responsible. A weight or load slip shall be obtained from the weigher and delivered to the OWNER's representative at the point of delivery of the material.
- C. If material is shipped by rail, the car weights will be accepted provided that actual weight of material only will be paid for and not minimum car weight used for assessing freight tariff and provided further that car weights will not be acceptable for material to be passed through mixing plants.
- D. Vehicles used to haul material being paid for by weight shall be weighed empty daily and at such additional times as required by ENGINEER. Each vehicle shall bear a plainly legible identification mark.

- E. All materials which are specified for measurement by the cubic yard measured in the vehicle shall be hauled in vehicles of such type and size that the actual contents may be readily and accurately determined. Unless all vehicles are of uniform capacity, each vehicle must bear a plainly legible identification mark indicating its water level capacity. All vehicles shall be loaded to at least their water level capacity. Loads hauled in vehicles not meeting the above requirements or loads of quantity less than the capacity of the vehicle, measured after being leveled off as above provided, will be subject to rejection, and no compensation will be allowed for such material.
- F. Quantities will be based on ground profiles shown. Field surveys will not be made to confirm accuracy of elevations shown.
- G. Where measurement of quantities depends on elevation of existing ground, elevations obtained during construction will be compared with those shown on Drawings. Variations of 1 foot or less will be ignored, and profiles shown on Drawings will be used for determining quantities.
- H. Units of measure shown on the Bid Form shall be as follows unless specified otherwise.

Item	Method of Measurement
AC	Acre—Field Measure by ENGINEER
CY	Cubic Yard—Field Measure by ENGINEER within the limits specified or shown
CY-VM	Cubic Yard—Measured in the Vehicle by Volume
EA	Each—Field Count by ENGINEER
GAL	Gallon—Field Measure by ENGINEER
HR	Hour
LB	Pound(s)—Weight Measure by Scale
LF	Linear Foot—Field Measure by ENGINEER
LS	Lump Sum—Unit is one; no measurement will be made
SF	Square Foot SY Square Yard TON Ton—Weight Measure by Scale (2,000 pounds)

1.9 PAYMENT

A. Payment for lump sum work covers all Work necessary to furnish and install the following items:

B.

1. GENERAL ITEMS

NO.	ITEM	DESCRIPTION
1	Mobilization	This item shall govern the mobilization and demobilization of personnel, equipment, and supplies to the project site in preparation for beginning work on contract items. It shall include, but not be limited to, the movement of equipment and personnel, the staging yards to store the Contractor's equipment and project improvements, and the establishment and removal of temporary offices and other facilities that may be required for the start of the work, for both the general contractor establishment and removal of & all & all subcontractors. This item also includes the acquisition of insurance and bonds in accordance with the contract documents. subcontractors. This item also includes the acquisition of insurance and bonds in accordance with the contract documents. Measurement for payment is on a lump sum basis.
2	Clearing and Grubbing	This item shall govern preparing the right-of-way for construction operations by removing and disposing of all obstructions from the right-of-way and from designated easements where removal of such obstructions from the right-of-way is not otherwise provided for in the plans and specifications. It shall include the furnishing of all materials, equipment, tools, labor, supervision, and incidentals necessary to complete the work. Measurement for payment is on a lump sum basis.
4	Site Restoration	This item shall govern restoring all disturbed areas to equal or better conditions. It shall include the furnishing of all materials, equipment, tools, labor, supervision, and incidentals necessary to complete the work. It shall also include removing and replacing any landscaping along the alignment. Measurement for payment is on a per lump sum basis.
6	Ground and Surface Water Control	This item shall govern ground and surface water control including but not limited to depressurizing, draining, and maintaining trenches, shaft excavations, and foundations beds in a stable condition, and controlling ground water conditions for pipeline excavations. Protecting work against surface runoff and rising flood waters and disposing of removed water. Measurement for payment is on a per lump sum basis.
7	Erosion and Sedimentation Controls	This item shall govern the installation of erosion and sedimentation controls as specified in the plans to assure effective and continuous erosion and sedimentation control throughout the construction and post-construction period. The controls may include silt fences, rock berms stabilized construction entrances, concrete washout pits or other non-structural, erosion/sediment controls. Measurement for payment is on a per lump sum basis.

8	Trench Excavation Safety Protection	This item shall govern trench excavation safety protection required for the installation of all trench excavation protection systems to be utilized in the project and including all additional excavation and backfill required by the protection system. Such work shall include sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, and temporary pumping or diversion and recapture of storm water to provide adequate drainage. The work shall also include any over-excavation and additional backfill necessary to accommodate the trench protection system, as well as any jacking or removal of jacks and trench supports after completion. Measurement for payment is on a per lump sum basis.
9	Traffic Control Plan & Flagmen	This item shall govern for providing, installing, moving, repairing, maintaining, cleaning, and removing upon completion of work, all barricades, signs, cones, lights, and other such type devices and of handling traffic as indicated on the plans or as directed by the Engineer. Measurement for payment is on a per lump sum basis.
12	8" Sanitary Sewer Line	This item shall include all labor, supervision, tools, equipment, and materials necessary to make the 8-inch gravity sanitary sewer line complete and operable. This shall include, but not limited to acquisition, transportation, and unloading of the pipe. This also includes the placement of corrosive protection material (if required), excavation of the trench, and furnishing the pipe in the trench, coupling the pipe, backfilling, compaction, disinfection, site restoration, and hauling and disposing of surplus excavated material. This item also includes any required ductile iron fittings and thrust blocking not listed in bid items necessary to properly install PVC pipe. Measurement for payment is by linear foot basis (All Depths).
13	8" Water Line	This item shall govern all construction activities associated per Project Plans and Specifications. Crossing includes all items related to boring activities for the 8-inch water main pipe including casing pipe, upstream and downstream shafts, and easement preparation. Measurement for payment is on a linear foot basis.
22	Remove and Replace Landscaping	This item shall include all labor, supervision, tools, equipment, and materials necessary to remove and replace landscaping were designated on the plans. Measurement for payment is on a lump sum basis.

1.10 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS

A. Payment will not be made for following:

1. Loading, hauling, and disposing of rejected material.
2. Quantities of material wasted or disposed of in manner not called for under Contract Documents.
3. Rejected loads of material, including material rejected after it has been placed by reason for failure of CONTRACTOR to conform to provisions of Contract Documents.
4. Material not unloaded from transporting vehicle.
5. Defective Work not accepted by OWNER.

6. Material remaining on hand after completion of Work.

1.11 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT

- A. Partial Payment: No partial payments will be made for materials and equipment delivered or stored unless Shop Drawings or preliminary operation and maintenance manuals are acceptable to the OWNER.
- B. Final Payment: Will be made only for products incorporated in Work; remaining products, for which partial payments have been made, shall revert to CONTRACTOR unless otherwise agreed, and partial payments made for those items will be deducted from final payment.

1.12 CITY POTABLE WATER

- A. The CONTRACTOR is not required to pay for all potable water used for this project. A traveling meter will need to be leased by the City and the City will relocate the meter on the CONTRACTOR behalf as required. No separate payment is required for City Potable Water, include cost in bid item for which this is considered a component.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 01200
PROJECT MEETINGS

PART 1 – GENERAL

1.1 PRE-CONSTRUCTION CONFERENCE

A. Date, time, and location:

1. OWNER will schedule a pre-construction conference after execution of the Contract and before construction is started on the site.

B. Attendance Required:

1. CONTRACTOR and major subcontractors.
2. OWNER's representative(s).
3. Representatives of government agencies having any degree of control or responsibility, if available.

C. Agenda

1. Agenda will include, but will not necessarily be limited to, the following:

- A. Distribution of Contract Documents.
- B. Designation of personnel representing the parties in Contract and the Architect/Engineer.
- C. Review of Insurance.
- D. Discussion of format proposed by the CONTRACTOR for schedule of values and construction schedule.
- E. Processing of Shop Drawings and distribution of Submittals, Change Orders, Request for Information, and Contract Closeout.
- F. Processing and Schedule of payments.
- G. Use of premises.
- H. Security.
- I. Housekeeping.
- J. Record Drawings.
- K. Letter of Authorization to Proceed.

- L. Any other project related items.

1.2 MEASUREMENT AND PAYMENT

A. Unit Price

- 1. No separate measurement or payment under this Section. Include cost of work performed under this Section in Contract prices bid for items of which this work is a component.

1.3 PROGRESS MEETINGS

A. Date and Time:

- 1. Regular monthly meetings or as designated by OWNER.
- 2. Other meetings are on call.

B. Place:

- 1. Project Field Office (if applicable) or other pre-designated place.

C. OWNER shall prepare agenda, preside at meetings, and prepare and distribute a transcript of proceedings to all parties.

D. CONTRACTOR shall provide data required and be prepared to discuss all items on agenda.

E. Minimum Attendance:

- 1. CONTRACTOR and subcontractor's representatives present for each party shall be authorized to act on their behalf.
- 2. OWNER's representative.

F. Agenda will include but not necessarily be limited to the following:

- 1. Review of minutes of previous meeting
- 2. Review of work progress schedule submittal, pay estimates, and payroll and compliance submittals
- 3. Field observations, problems and decisions
- 4. Review of submittal schedule and status of submittals
- 5. Review of Request for Information (RFI), Request for Proposal (RFP) Status
- 6. Change Orders Status
- 7. Review of off-site fabrication and delivery schedule
- 8. Coordination with OWNER and/or other CONTRACTORS

9. Progress since last meetings
10. Planned progress for next meeting
11. Other Business

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 01292 SCHEDULE OF VALUES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Preparation and submittal of a Schedule of Values for stipulated price contracts or for major lump sum items on unit price contracts for which the CONTRACTOR request progress payments.

1.2 MEASUREMENT AND PAYMENT

- A. Unit Price
 - 1. No separate measurement or payment under this Section. Include a cost of work performed under this Section in Contract Prices for items of which this work is a component.

1.3 DEFINITION

- A. The Schedule of Values is an itemized list that established the value of each part of the work for a stipulate price contract and for major lump sum items in a unit price contract. The Schedule of Values is used as the basis for preparing applications for payment. Quantities and unit prices may be included in the Schedule when designated by the OWNER.

1.4 PREPARATION

- A. For stipulated price contracts, subdivide the Schedule of Values into logical portions of the work, such as major work items or work in contiguous geographic areas. The items in the Schedule of Values each portion using the Table of Contents of this Project Manual as an outline for listing the value of work by Sections. A pro rata share of mobilization, bonds, and insurance may be listed as separate items for each portion of the work.
- B. For unit price contracts, items should include a proportional share of CONTRACTOR's overhead and profit so that the total of all items will equal the Contract Price.
- C. Round off figures for each listed items to the nearest \$100.00 except for the value of one item, if necessary to make the total of all items in the Schedule of Values equal the Contract Price for stipulated price contracts or the lump sum amount in the Schedule of Unit Price Work.

1.5 SUBMITTAL

- A. Submit the Schedule of Values in accordance with the requirements of Section 01330 – Submittal Procedures. Submit at least 30 days prior to submitting the first application of progress payment.
- B. Revise the Schedule of Values and resubmit for items affected by contract modifications, change order, and work change directives. After the changes are reviewed without exception by the OWNER, make the submittal at least 30 days prior to submitting the next application for payment.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 01321
CONSTRUCTION PHOTOGRAPHS AND VIDEO

PART 1 – GENERAL

1.1 GENERAL

- A. CONTRACTOR shall be responsible for the production of construction photographs and video as provided herein.

1.2 MEASUREMENT AND PAYMENT

- A. Unit Price
 - 1. No separate measurement or payment under this Section. Include cost of work performed under this Section in Contract prices for items of which this work is a component.

1.3 DEFINITIONS

- A. Pre-construction photographs and video: Photographs taken, in sufficient numbers and detail, prior to Date of Commencement of Work, to show original construction site conditions. Video entire proposed water transmission main alignment condition of the right-of-way. Include all driveways, fences, and landscaping to establish the condition of these items prior to start of construction activities.
- B. Progress photographs: Photographs taken throughout the duration of construction at regular intervals and from fixed vantage points that document progress of the Work.
- C. Finished photographs: Photographs, taken by a professional photographer near Date of Substantial Completion and before Authority's acceptance of the Work, that are suitable for framing and for use in brochures or on the internet.

1.4 SUBMITTALS

- A. Refer to Section 01330, Submittal Procedures, for submittal requirements.
- B. Photographs shall be digital color of sufficient resolution to see work detail. CD and DVD disks shall be submitted. Photo names shall include description, location of view, and date.
- C. Video shall be provided in a DVD. Each DVD must be labeled and dated.
- D. Each month, an average of 25 photographs shall be taken. Provide photographs showing the preconstruction site, construction progress and the post construction use.
- E. Video be taken as noted in 1.3(A) and 3.1(A).

1.5 QUALITY ASSURANCE

- A. CONTRACTOR shall be responsible for the quality of and timely execution and submittal of photographs.

- B. For Finished Photographs, the CONTRACTOR shall use a professional photographer, with five years minimum professional experience. CONTRACTOR shall submit name, address, and credentials of professional photographer for Project Manager's review and approval.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.1 PRE-CONSTRUCTION PHOTOGRAPHS

- A. Prior to commencement to construction operations, photograph the site to include the initial construction corridor, detour routes, and staging or storage areas. Photograph prior to commencement of work on each segment. Video entire proposed water transmission main alignment condition of the right-of-way. Include all driveways, fences, and landscaping to establish the conditions of these items prior to start of construction activities.
- B. Prepare Pre-construction Photographs as follows:
1. Show the following information on the photograph:
 - a) Date and time photographs were taken (Automatic date/time acceptable)
 - b) Baseline station, direction of view (i.e. N.S.NW, etc) and house number or street address and street name
 2. Pre-construction Photographs shall indicate condition of the following:
 - a) Esplanades and boulevards
 - b) Yards (near side and far side of street)
 - c) House walks and sidewalks
 - d) Curbs
 - e) Areas between walks and curbs
 - f) Particular features (e.g. yard lights, shrubs, fences, trees)

3.2 PROGRESS PHOTOGRAPHS

- A. Progress photographs document monthly advancement of the Work. Select vantage points for each shot so as to best show status of construction and progress since last photograph submittal. Select camera stations that will require little or no movement or adjustment over the duration of construction.
- B. Take monthly Progress Photographs at regular intervals to coincide with cutoff dates associated with each Application of Payment. These photographs shall be submitted with the CONTRACTOR's application for progress payment.

3.3 FINISHED PHOTOGRAPHS

- A. Technique is to present important factual details with high resolution, minimum distortion, maximum depth-of-field, and sharpness. Views shall adequately illustrate project status or condition of construction.

END OF SECTION

SECTION 01325 CONSTRUCTION SCHEDULE

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. Provide Construction Schedules for Work included in the Contract in accordance with requirements in this Section. Create Construction Schedule using Critical Path Method (CPM) computer software capable of mathematical analysis of Precedence Diagramming Method (PDM) plans. Provide printed activity listings and bar charts in formats described in this Section.
- B. Combine activity listing and bar charts with narrative report to from Construction Schedule submittal for ENGINEER.

1.2 SCHEDULING STAFF

- A. Employ or retain services of individual experienced in critical path scheduling for duration of Contract. Individual shall cooperate with ENGINEER and update schedule monthly as required to indicate current status of Work.

1.3 SUBMITTALS

- A. Conform to requirements of Section 01330 – Submittal Procedures
- B. During preconstruction meeting, as described in Section 1200 – Project Meetings, provide sample bar charts and activity listings produced from scheduling software proposed. Scheduling software is subject to review by ENGINEER and must meet requirements provided in this Section.
- C. Within 5 business days of receipt of approval of Contractor's format, or Notice to Proceed, whichever is late, submit proposed Construction Schedule for review. Base Construction Schedule submittal on following:
 - 1. Level of detail and number of activities required in the schedule are dependent on project type.
 - 2. For projects with multiple types of tasks within scope, indicate types of Work separately within schedule.
 - 3. For projects with work at different physical locations or service areas, or different facilities within a site, indicate each location or facility separately within schedule.
 - 4. For projects with multiple crafts or significant subcontractor opportunities, indicate elements separately within schedule. Unless permitted by ENGINEER, tasks shall consist of work covered by only one division of Project Manual.
 - 5. Unless permitted by ENGINEER, each schedule tasks shall be same as Schedule of Values line item, and vice versa.
 - 6. For projects with significant major equipment items or materials representing over 5 percent of Total Contract Price, indicate shop drawing submittal and review, purchase, delivery, and installation dates. Include activities for testing, adjustment, and delivering O & M manuals.

7. No task except acquisition of major equipment items shall represent more than one percent of Total Contract Price for facility projects and 3 percent of Total Contract Price for other projects. Duration of tasks may not exceed 40 calendar days.
8. For projects where operating facilities are involved, identify each period of work which will impact any process or operation in schedule and must be agreed to by ENGINEER and facility operator prior to starting work in the area.
9. Construction Schedule submittals shall include:
 - Printed bar charts that meet criteria outlined in this Section and are produced by Contractor's approved scheduling software.
 - Activity listings that meet criteria outlined in this Section and are produced by Contractor's approved scheduling software.
 - Predecessor/successor listing sorted by Activity ID that meets criteria outlined in this Section and which is produced by Contractor's scheduling software.
 - A logic network diagram is required with the first Construction Schedule submittal for facilities projects.
 - Prepare and submit graphic or tabular display of estimated monthly billings, i.e., a cash flow curve for Work with first schedule submittal. This information is not required in monthly updates unless significant changes in work require re-submittal of schedule for review. Display shall allocate units indicated in bid schedule or Schedule of Values to Construction Schedule activities. (Weighted allocations are acceptable, where appropriate.) Dollar value associated with each allocated unit will be spread across duration of activity on a monthly basis. Total for each month and cumulative total will be indicated. These monthly forecasts are only for planning purposes for ENGINEER. Monthly payments for actual work completed will be made by the OWNER in accordance with General Conditions.
 - Narrative Report that provides information outlined in this Section.
- D. No payment will be made until Construction Schedule and billing forecast are accepted by ENGINEER.
- E. If CONTRACTOR desires to make changes in his method of operating and scheduling, after original schedule has been reviewed by ENGINEER, notify ENGINEER in writing, stating reasons for changes. When ENGINEER considers these changes to be significant, Contractor may be required to revise and resubmit for review all or affected portion of Contractor's Construction Schedule to show effect on Work.
- F. Upon written request from ENGINEER, revise and submit for review all or any part of Construction Schedule submittal to reflect changed conditions in Work or deviations made from original plan and schedule.
- G. Updated Construction Schedule with Actual State and Actual Finish Dates, Percent Complete, and Remaining Duration of each Activity shall be submitted monthly. The data date used in updating the monthly Construction Schedule shall be the same date as is used in monthly Payment Application. This monthly update of schedule shall be required before monthly Payment Application will be process for payment.

1.4 SCHEDULING COMPUTER SOFTWARE REQUIREMENTS

- A. Create Contractor's Construction Schedule using CPM computer software that provides mathematical analysis of PDM plans. Use software capable of creating bar charts and activity listings which can be sorted by various fields, i.e. Sort by Activity ID; Sort by Early Start; Sort by Total Float; Sort by Area Code; sort by Specification Section number; and sort by Subcontractor. Use software capable of producing logic network diagram.
- B. Use PDM scheduling software capable of producing activity listings and bar charts with following information for each activity in schedule:
 - 1. Activity ID
 - 2. Activity Description
 - 3. Estimated (Original) Duration
 - 4. Remaining Duration
 - 5. Actual Duration
 - 6. Early Start Date
 - 7. Late Start Date
 - 8. Early Finish Date
 - 9. Late Finish Date
 - 10. Free Float
 - 11. Total Float
 - 12. Activity Codes (such as Area Code, Work Type, Specification Section, Subcontractor)
- C. Use PDM Scheduling Software capable of printing calendars using mathematical analysis of schedule, indicating standard workdays of week and scheduled holidays.
- D. Use Scheduling Software capable of printing activity listing that indicates Predecessors Successors, Lag Factors and Lag Relationships used in creating logic of schedule.
- E. Use Scheduling Software to provide monthly time in Bar Chart Format and scale with 12-month scale not to exceed one page width. Bar charts may be printed or plotted on 8-1/2 by 11-inch, 8 1/2 by 14-inch, or 11-by 17-inch sheet sizes. Over-size plots are not acceptable.

1.5 NARRATIVE SCHEDULE REPORT

- A. Narrative Schedule Report shall list Activities Started This Month; Activities Completed This Month; Activities Continued This Month; Activities Scheduled to Start or Complete Next Month; Problems Encountered This Month; Actions Taken to Solve These Problems.
- B. Narrative Schedule Report shall describe changes made to Construction Schedule Logic (i.e, changes in Predecessors and Lags); Activities Added to Schedule; Activities Deleted from Schedule; any other changes made to Schedule other than addition of Actual Start Dates and Actual Finish Dates and changes of Data Date and Remaining Durations for recalculation of mathematical analysis.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 01330 SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. Submittal procedures apply to the following:
1. Schedule of Values
 2. Construction Schedules
 3. Shop Drawings, Product Data, and Sampler/Operations and Maintenance Data
 4. Manufacturer's Certificates
 5. Construction Photographs
 6. Project Record Documents
 7. Video Tapes
 8. Design Mixes
 9. Accident Reports
 10. Safety Plan
 11. Test and Inspection Reports

1.2 SUBMITTAL PROCEDURES

- A. Scheduling and Handling:
1. Schedule submittals well in advance of the need for material or equipment for construction. Allow time to make delivery of material or equipment after submittal is approved.
 2. Develop a submittal schedule that allows sufficient time for initial review, condition, resubmission, and final review of submittals. The OWNER/ENGINEER will review and return submittals to the CONTRACTOR as expeditiously as possible, but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than 30 days for initial review by the OWNER/ENGINEER. This time for review shall in no way be justification for delays or additional compensation to the CONTRACTOR.
 3. Submit five (5) copies and an electronic PDF of documents unless otherwise specified in the General Conditions Article 5.12.2.
 4. Distribution of all submittals will be made as follows:
 - a) Three copies retained by Owner's Project Representative
 - b) One copy retained in ENGINEER's file
 - c) Remaining copy returned to CONTRACTOR appropriately annotated

5. Action Submittal Dispositions: ENGINEER will review, mark, and stamp as appropriate and distribute marked-up copies as noted:
 - A. APPROVED:
 1. CONTRACTOR may incorporate product(s) or implement Work covered by submittal.
 - B. APPROVED AS NOTED:
 2. CONTRACTOR may incorporate product(s) or implement Work covered by submittal, in accordance with ENGINEER's notations.
 - C. REVISE AND RESUBMIT:
 1. CONTRACTOR may not incorporate product(s) or implement Work covered by submittal without revisions in accordance with ENGINEER's notations.
 - D. REJECTED:
 1. CONTRACTOR may not incorporate product(s) or implement Work covered by submittal and needs to develop an alternate Submittal.
6. The CONTRACTOR shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the Work or included in periodic progress payments until approval has been obtained in the specified manner.

B. Transmittal Letter and Numbering:

1. Direct each submittal to the OWNER's representative with a Transmittal Form to the following address:

TRIMAD Consultants, LLC
1803 Mozelle Street
Pharr, TX 78577
Email: tsalazar@trimadstx.com
2. Sequentially number each transmittal form beginning with the number 1. Resubmittals shall use the original number with an alphabetic suffix (i.e., 2A for first re-submittal of Submittal 2 or 15C for third re-submittal of Submittal 15). Each submittal shall only contain one type of work, material, or equipment. Mixed submittals will not be accepted.
3. Identify variations from requirements.
4. For submittal numbering of video tapes, see paragraph 1.9 Video.

C. CONTRACTOR's Stamp:

1. Apply CONTRACTOR's stamp, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance.

2. As minimum, CONTRACTOR's Stamp shall include:

- a) CONTRACTOR'S name
- b) Job number
- c) Submittal number
- d) Certification statement that the CONTRACTOR has reviewed that submittal and it is in compliance with the Contract Documents
- e) Signature line for CONTRACTOR

1.3 SCHEDULE OF VALUES

A. Submit a Schedule of Values in accordance with Section 01292, SCHEDULE OF VALUES.

1.4 CONSTRUCTION SCHEDULES

A. Submit Construction Schedules in accordance with Section 01325, CONSTRUCTION SCHEDULE. Refer to Article 5.13 of the General Conditions.

1.5 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

A. Submit shop drawings in accordance with Section 01340, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.

1.6 MANUFACTURER'S CERTIFICATES

- A. When specified in Specification sections, submit manufacturer's certificate of compliance for review by OWNER/ENGINEER.
- B. Contractor's stamp, as described in paragraph 1.02C, shall be placed on the front page of the certification.
- C. Submit supporting reference data, affidavits, and certifications as appropriate.
- D. Certificates may be recent or previous test results on material or product but must be acceptable to OWNER/ENGINEER.

1.7 CONSTRUCTION PHOTOGRAPHS

A. Submit Construction Photographs in accordance with Section 01321, CONSTRUCTION PHOTOGRAPHS AND VIDEOS.

1.8 PROJECT RECORD DOCUMENTS

A. Submit Project Record Documents in accordance with Section 01785, RECORD DOCUMENTS.

1.9 VIDEO

- A. Submit television video tapes, as required.
- B. Transmittal forms for video tapes shall be numbered sequentially beginning with T01, T02, T03, etc.

1.10 DESIGN MIXES

A. When specified in Specifications, submit design mixes for review.

- B. CONTRACTOR's Stamp, as described in paragraph 1.02C, shall be placed on the front page of each design mix.
- C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.
- D. Maintain a copy of approved design mixes at mixing plant.

1.11 MISCELLANEOUS SUBMITTALS

- A. The following documents shall be submitted as described in Section 1.2.
 - 1. Accident Reports
 - 2. Inspection and Test Reports
 - 3. Guarantees and warranties
 - 4. Traffic Control Plan
 - 5. Erosion and Sedimentation Control Plan
 - 6. Safety Plan
- A. The Contractor shall submit a Safety Plan to the Owner prior to start of construction that complies with current OSHA requirements, industry standards, and appropriate other local, state and federal statutes, ordinances, and regulatory guidelines. All work completed on the Project shall conform to Owner's Health and Safety Program. The purpose of the Safety Plan is to establish and administer an effective management system to prevent or adequately control loss potential and to minimize personal injuries, occupational licenses and damage to equipment and property. The objective of the Safety Plan must be specified and at a minimum the project specific Contractor Safety Plan shall include the following and shall address any unusual aspects of the job or activity for which it is written.
 - 1. Signature Sheet:

Provide the title, signature, and phone number of the following:

 - a) Plan preparer (Contractor safety staff person, QC)
 - b) Plan approval by the Contractor (i.e., president, regional representative)
 - 2. Background Information: List the following information:
 - a) Contractor
 - b) Contract number
 - c) Project name
 - d) Brief project description, description of work to be performed, and location.
 - e) Contractor accident experience (actual lost time injury frequency for the last 12 months and their most recent Workers Compensation Experience Modifier
 - f) List of activities or areas which will potentially require hazardous materials analysis and management

3. Responsibilities and Lines of Authority:
 - a) Identification and accountability of personnel responsible for safety at both corporate and project level, including both prime and subcontractors (contracts specifically requiring safety of industrial hygiene personnel shall include a copy of their resume for acceptance by the Owner)
 - b) Lines of Authority
4. Subcontractors and Suppliers: If any subcontractors will be used and for major material suppliers, please provide the following:
 - a) Identification of subcontractors and suppliers
 - b) Means for controlling and coordinating subcontractors and suppliers
 - c) Safety responsibilities of subcontractors and suppliers
5. Training:
 - a) List subject to be discussed with employees in safety orientation
 - b) List mandatory training and certifications which are applicable to this project (e.g., confined space entry, crane operator, vehicle operator, HAZWOPER training and certification, personal protective equipment) and any requirements for periodic retraining/recertification.
 - c) Identify requirements for emergency response training.
 - d) Outline requirements (who attends, when given, who will conduct etc.) for supervisory and employee safety meetings
6. Safety and Health Inspections:
 - a) Discuss who will conduct safety inspections, when inspections will be conducted, how the inspections will be recorded, deficiency tracking system, follow-up procedures, etc.
 - b) Discuss how any external inspections/certifications (such as by a third party) will be incorporated and responded to by the Contractor.
7. Safety and Health Expectations, Compliance, and Incentive Programs: Please discuss the following:
 - a) The Contractor's written safety plan goals, objectives, and accident experience goals for this Contract
 - b) Written Contractor policies and procedures for managers and supervisor's safety accountability
 - c) Policies and procedures regarding noncompliance with safety requirements (to include disciplinary actions for violation of safety requirements)
 - d) A brief description of the Contractor's safety incentive programs (if any)
 - e) Written Contractor and subcontractor drug testing policies

8. Accident Reporting: The Contractor shall designate who completes the following, how and when:
 - a) Exposure data (man-hours worked)
 - b) Accident investigations, reports, and logs
 - c) Immediate notification of major accidents
9. Medical Support: Outline on-site medical support and off-site medical arrangements
10. Personal Protective Equipment: Outline procedures (who, when, and how) for conducting hazard assessments to determine proper use of Personal Protective Equipment (PPE). List the PPE which is available and shall be used for the subject project. Also list the PPE requirements which will be posted on the job site.

Emergency Response Plan (Fuel Spill or Other Substances):
11. The Contractor shall submit the Emergency Response Plan (Fuel Spill or Other Substances) to the Owner prior to start of construction.
12. With regard to an accidental spill of fuel, the Plan must address the procedures required by applicable regulations and laws. With regard to other substances specially sewage overflow or spills resulting from damage to the existing sanitary sewer outfalls during construction, the Contractor must identify in the Plan procedures to be used so as to be able to control a spill. Equipment does not necessarily have to be kept at the construction site.

1.12 REQUESTS FOR SUBSTITUTION

A. General:

1. Base all bid on materials, equipment, and procedures specified.
2. Certain types of equipment and kinds of material are described in specifications by means of references to name of manufacturers and vendors, trade names, or catalog numbers. When this method of specifying is used, it is not intended to exclude from consideration other products being other manufacturer's or vendor's names, trade names, or catalog numbers, provided said products are capable of accomplishing same tasks as the products specifically indicated.
3. Other types of equipment and kinds of material may be acceptable.

B. Quality Assurance:

1. The Contractor will document each request with complete data substantiating compliance of proposed substitution with the Contract Documents. Each request constitutes a declaration from the Contractor that:
 - a) The Contractor has investigated the proposed product and determined that it meets or exceeds, in all respects, the specified product and will perform the function intended.

- b) The Contractor will provide the same warranty and guarantee for substitution as for the specified product.
- c) The Contractor will coordinate installation and make all other changes, including building modifications if necessary and make such changes as may be required for work to be complete in all respects.
- d) The Contractor waives claims for additional costs which may subsequently become apparent.

C. Procedure for Requesting Substitution:

- 1. Only after execution of the Contract will the OWNER consider requests from the CONTRACTOR for substitutions. Substitutions will be considered only when a product becomes unavailable due to no fault of the CONTRACTOR or is shown to be superior to the specified product.
- 2. Written requests through CONTRACTOR only.
- 3. Substitutions will not be considered when they are indicated or implied on shop drawings or product data submittals without a separate written request, or when acceptance will require substantial revision of the Contract Documents.
- 4. OWNER will determine acceptability of proposed substitution, and will notify CONTRACTOR of acceptance or rejection in writing within a reasonable period time.
- 5. Transmittal Mechanics:
 - a) Follow the transmittal mechanics prescribed for shop drawings in this Section.
 - b) Product substitution will be treated in manner similar to “deviations” as described in this Section.
 - c) List the deviation and justifications on the transmittal form in the space provided under the column with the heading “Description.”
 - d) Include the Transmittal Letter, either directly or as clearly marked attachment, the items listed in paragraph C.6 below:
- 6. Transmittal Contents:
 - a) Product Identification:
 - 1. Manufacturer’s name
 - 2. Telephone number and representative contact name
 - 3. Specification section or drawing reference of originally specified product, including discrete name or tag number assigned to original product in the Contract Documents.
 - b) Manufacturer’s literature clearly marked to show compliance of proposed product with Contract Documents.
 - c) Itemized comparison or original and proposed product addressing product characteristics including but not necessarily limited to:
 - 1. Size
 - 2. Composition or materials of construction

3. Weight
4. Electrical or mechanical requirements
- d) Product Experience:
 1. Location of past project utilizing product
 2. Name and telephone number of persons associated with referenced projects knowledgeable concerning proposed product.
 3. Available field data and reports associated with proposed product.

Data relating to changes in construction schedule.

Data relating to changes in Costs Samples:

1. At request of Engineer
2. Full Size if requested by Engineer
3. Held until substantial completion
4. Engineer not responsible for loss or damage to supplies

D. Approval or rejection:

1. Written approval or rejection of substitution given by Owner.
2. Owner reserves the right to require proposed product to comply with color and pattern of specified product if necessary to secure design intent.
3. In event substitution results in a change of Contract price or time, provisions in General Conditions will be applied for adjustment.
4. Substitutions will be rejected if:
 - a) Submittal is not through the Contractor with his stamp of Approval.
 - b) Requests are not made in accordance with this Section
 - c) In the Engineer's opinion, acceptance will require substantial revision of the original design
 - d) In the Engineer's opinion, substitution is not equal to original product specified or will not perform adequately the function for which it was intended
5. Only one request for substitution will be considered for each product. When substitution is not accepted, the Contractor will provide the specified product.

1.13 SUPPLEMENTS

- A. The supplement listed below, following "END OF SECTION", is a part of this specification.
1. Transmittal of Contractor's Submittal.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

TRANSMITTAL OF CONTRACTOR'S SUBMITTAL

DATE: _____

TO: _____ SUBMITTAL NO: _____

_____ ☐ New Submittal ☐

PROJECT: _____

PROJECT NO. _____

SPECIFICATION SECTION NO.: _____

FROM: _____ SCHEDULE DATE OF SUBMITTAL:

Contractor

SUBMITTAL TYPE: ☐ Shop Drawing ☐ Sample ☐ Informational

The following items are hereby submitted:

Number of Copies	Description of Item Submitted (Type, Size, Model Number, Etc.)	Spec. and Para. No.	Drawing or Brochure Number	Contains Variation to Contract	
				No	Yes

Contractor hereby certifies that (i) Contractor has complied with the requirements of Contract Documents in preparation, review, and submission of designated Submittal and (ii) the Submittal is complete and in accordance with the Contract Documents and requirements of laws and regulations and government agencies.

END OF SECTION

SECTION 01340
SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. Methods, schedule, and process to be followed for shop drawings, product data and sample submittals.

1.2 REQUIREMENT

- A. Submit shop drawings, product data and samples as required by the General Conditions Article 7.16, and as designated in the Specifications using the procedures specified in Section 01330, SUBMITTAL PROCEDURES and the requirements of this Section.
- B. Shop drawings, product data and samples are not considered Contract Documents.

1.3 SHOP DRAWING/SUBMITTAL SCHEDULE

- A. Submit a separate Shop Drawing/Submittal schedule at the same time the Construction Schedule is submitted. List products, materials and equipment for which Shop Drawings and other submittals are required in the order in which they appear in the Specifications. Including product data and sample submittals in schedule.

1.4 SHOP DRAWINGS

- A. Submit shop drawings for review as required by the General Conditions. Have shop drawings reviewed and signed by a registered professional.
- B. Place CONTRACTOR's stamp on each drawing as described in Section 01330, SUBMITTAL PROCEDURES.
- C. On the drawings, show accurately and distinctly, the following:
 - 1. Field and erection dimensions clearly identified as such;
 - 2. Arrangement and section views
 - 3. Relation and adjacent material or structure, including complete information for making connections between work under this Contract and work under other contracts;
 - 4. Kinds of materials and finishes;
 - 5. Parts list and description;
 - 6. Assembly drawings of equipment components and accessories showing their respective positions and relationships to the complete equipment package;
 - 7. When necessary for clarity, identify details by reference to drawing sheet and detail numbers, schedule or room numbers as shown on the Contract Drawings.

- D. Make drawings to scale providing a true representation of the specific equipment or item to be furnished.

1.5 PRODUCT DATA

- A. Submit product data for review as required in Specifications section.
- B. Place CONTRACTOR's Stamp, on each data item submitted, as described in Section 01330, SUBMITTAL PROCEDURES.
- C. Mark each copy to identify applicable products, models and options to be used in this Project. Supplement manufacturers' standard data to provide information unique to this Project, where required by the Specifications.
- D. For products specified only by reference standard, give manufacturers, trade name, model or catalog description and applicable reference standard.
- E. Pre-approved and Pre-qualified Products:
 - 1. All bidders will be required to meet the component and material requirements described within the specifications without exception.
 - 2. Products proposed as alternates to "approved" products, provide information required to demonstrate the proposed products meet the level of quality and performance criteria of the "approved product."

1.6 SAMPLES

- A. Submit samples for review as required by the Specifications. Have samples reviewed and signed by a registered professional.
- B. Place CONTRACTOR's Stamp on each sample or a firmly attached sheet of paper, as described in Section 01330, SUBMITTAL PROCEDURES.
- C. Submit the number of samples specified in Specifications; one of which will be retained by the OWNER.
- D. Reviewed samples which may be used in the Work are identified in Specifications.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 01422 REFERENCE STANDARDS

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. This section includes general quality assurance related to Reference Standards and list of references.

1.2 QUALITY ASSURANCE

- A. For Products or workmanship specified by association, trade, or Federal Standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by current date of issue as stated in General Conditions.
- C. Request clarification from ENGINEER before proceeding when specified reference standards conflict with Contract Documents.

1.3 SCHEDULE OF REFERENCES

- A. AASHTO:
 - 1. American Association of State Highway and Transportation Officials
444 North Capitol Street, N.W.
Washington, D.C. 20001
- B. ACI:
 - 1. American Concrete Institute
P.O. Box 9094
Farmington Hills, MI 48333-9094
- C. AGC:
 - 1. Associated General Contractors of America
333 John Carlyle Street
Alexandria, VA 22314
- D. AI:
 - 1. Asphalt Institute Research Park Drive
P.O. Box 14052
Lexington, KY 40512
- E. AITC:
 - 1. American Institute of Timber Construction
7012 S. Revere Parkway, Suite 140
Englewood, CO 80112
- F. AISC:
 - 1. American Institute of Steel Construction
One East Wacker Dr.
Chicago, IL 60601
- G. AISI:
 - 1. American Iron and Steel Institute
1101 17th Street NW, Suite 1300
Washington, DC 20036
- H. ASME:
 - 1. American Society of Mechanical Engineers

- Three Park Avenue
New York, NY 10016
- I. ANSI:
1. American National Standards Institute
1819 L Street NW Sixth Floor
Washington, DC 20036
- J. APA:
1. American Plywood Association
Box 11700
Tacoma, WA 98411
- K. API:
1. American Petroleum Institute
1220 L Street, N.W.
Washington, DC 20005
- L. AREMA:
1. American Railway Engineering and Maintenance-of-Way Association
8201 Corporate Drive, Suite 1125
Landover, MD 20785
- M. ASTM:
1. American Society for Testing and Materials
100 Barr Harbor Drive West
Conshohocken, PA 19428
- N. AWWPA:
1. American Wood-Preservers Association
P.O. Box 5690
Granbury, TX 76049
- O. AWS:
1. American Welding Society
550 NW 42nd Avenue
Miami, FL 33126
- P. AWWA:
1. American Water Works Association
6666 West Quincy Avenue
Denver, CO 80235
- Q. CLFMI:
1. Chain Link Fence Manufacturers Institute
9891 Broken Land Parkway, Suite 300
Columbia, MD 21046
- R. CRSI:
1. Concrete Reinforcing Steel Institute
933 Plum Grove Road
Schaumburg, IL 60173-4758
- S. EJMA:
1. Expansion Joint Manufacturers Association
25 North Broadway
Tarrytown, NY 10591
- EE. PCI:
1. Prestressed Concrete Institute
209 W. Jackson Blvd.
Chicago, IL 60606

- FF. SDI:
1. Steel Deck Institute
P.O. Box 25
Fox River Grove, IL 60021
- GG. SSPC:
1. Society for Protective Coatings (Steel Structures Painting Council)
40 24th Street, Sixth Floor
Pittsburgh, PA 15222
- HH. TAC:
1. Texas Administrative Code Texas Natural Resources Conservation Commission
P.O. Box 13087
Library MC-196
Austin, TX 78711-3087
- II. TxDOT:
1. Texas Department of Transportation
125 East 11th Street
Austin, TX 78701-2483
- JJ. TWDB:
1. Texas Water Development Board
1700 Congress Avenue
Austin, TX 78701-1436
- KK. UL:
1. Underwriters' Laboratories, Inc.
333 Pfingston Road
Northbrook, IL 60062
- LL. UNI-BELL:
1. UNI-BELL Pipe Association
2655 Villa Creek Drive, Suite 155
Dallas, TX 75234

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 01450
CONTRACTOR'S QUALITY CONTROL

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. Quality assurance and control of installation and manufacturers' field services and reports.

1.2 MEASUREMENT AND PAYMENT

- A. Unit Price
 - 1. No separate measurement or payment under this Section. Include cost of work performed under this Section in Contract prices bid for items of which this work is a component.

1.3 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality at no additional cost to the OWNER.
- B. Comply fully with manufacturers' installation instruction, including each step-in sequence.
- C. Request clarification from ENGINEER before proceeding when manufacturers' instructions conflict with Contract.
- D. Comply with specified standards as minimum requirements for Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce specified level of workmanship.

1.4 REFERENCES

- A. Obtain copies of standards and maintain at job site when required by individual Specification sections.

1.5 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual Specification sections or as required by ENGINEER, provide material or product suppliers' or manufacturers' technical representative to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, operator training, test, adjust and balance of equipment as applicable and to initiate operation, as required. Conform to minimum time requirements for start-up operations and operator training when defined in Specification sections.
- B. At ENGINEER's request, submit qualifications of manufacturers' representative to ENGINEER 15 days in advance of required representatives' services. Representative is subject to approval by ENGINEER.
- C. A manufacturers' representative is to report observations and site decisions, or instructions given to applicators or installers that are supplemental or contrary to a manufacturer's written instructions. Submit report within 14 days of observation to ENGINEER for review.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 01452 INSPECTION SERVICES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Inspection services and references.

1.2 INSPECTION

- A. OWNER will appoint an Inspector as a representative of the OWNER to perform inspections, tests, and other services in individual specifications Sections.
- B. Alternatively, OWNER may appoint, employ, and pay an independent firm to provide additional inspection or construction management services as indicated in Section 01453, TESTING LABORATORY SERVICES.
- C. Reports will be submitted by the independent firm to the OWNER and ENGINEER indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Assist and cooperate with the Inspector.
- E. CONTRACTOR shall furnish the Inspector with every reasonable facility to perform his work. The Inspector shall have the authority to halt the construction of any portion of the work not meeting the requirements of the Plans and Specifications.
- F. The City's normal work schedule is Monday through Friday from 8:00AM to 5:00PM. Notify the City at least twenty-four (24) hours in advance for any work scheduled outside the City's normal work schedule. The CONTRACTOR shall not commence any work unless inspection and/or testing have been pre-arranged by the City. All inspection and testing costs accumulated by the City for work outside the City's normal work schedule will be the responsibility of the CONTRACTOR.
- G. Notify OWNER 24 hours prior to expected time for operations requiring services. Notify ENGINEER and independent firm when noted.
- H. Sign and acknowledge report for Inspector.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

SECTION 01453
TESTING LABORATORY SERVICES

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Testing laboratory services and CONTRACTOR responsibilities related to those services.

1.2 REFERENCES

- A. ASTM C 1077 – Standard practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
- B. ASTM 3666 – Standard specification for Minimum Requirements for Agencies Testing and Inspection of Bituminous Paving Materials.
- C. ASTM 3470 – Standard Practice for Minimum Requirements for Agencies Engaged the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- D. ASTM 329 – Specification for Minimum Requirements for Agencies Engaged the Testing and/or Inspection of Materials Used in Construction.
- E. ISO/TEC Guide 25 – General Requirements for the Competence of Calibration and Testing Laboratories.

1.3 SELECTION AND PAYMENT

- A. The OWNER will select, employ, and pay for the services of an independent testing laboratory to perform inspection and testing identified in individual Specification sections.
- B. Employment of a testing laboratory by the OWNER shall not relieve CONTRACTOR of its obligations to perform work in accordance with the requirements of Contract Documents.
- C. The OWNER will deduct a minimum two-hour charge for testing laboratory time from periodic progress payment when operations requiring testing or inspection are cancelled without prior specification.
- D. The OWNER will deduct the cost of retesting from periodic progress payment whenever failed work is removed, replaced, and retested.

1.4 QUALIFICATION OF LABORATORY

- A. Meet laboratory requirements of ASTM E 329 and applicable requirements of ASTM C 1077, ASTM D 3666, and ASTM D 3740.
- B. Meet ISO/TEC Guide 17025 conditions for accreditation by the American Association for Laboratory Accreditation (A2LA) in specific fields of testing required in individual Specification sections.
- C. If laboratory subcontracts are part of the testing services, such work will be placed with a laboratory complying with the requirements of this Section.

1.5 LABORATORY REPORTS

- A. Testing laboratory shall provide and distribute copies of laboratory reports to the distribution list. Engineer provides at the pre-construction conference.
- B. Keep one copy of each laboratory report distributed or fixed at the site field office for duration of the work.
- C. Laboratory will fax material supplier, CONTRACTOR and ENGINEER reports that indicate failing test results by no later than close of business on the working day following testing completion and review.

1.6 LIMITS ON TESTING LABORATORY REQUIREMENTS

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the Work.
- C. Laboratory may not assume any duties of the Contractor.
- D. Laboratory has no authority to stop Work.

1.7 CONTRACTOR RESPONSIBILITIES

- A. Provide safe access to the Work and to manufacturer's facility for the OWNER and for testing laboratory personnel.
- B. Provide the testing laboratory with a copy of the Construction Schedule and a copy of each update to the Construction Schedule.
- C. Notify the OWNER and ENGINEER 24 hours in advance if the specifications require the presence of the ENGINEER for sampling or testing.
- D. Request and monitor testing as required to provide timely results and to avoid delay to the Work. Provide samples to the laboratory in sufficient time to allow the required test to be performed in accordance with the specified test methods before the intended use of the material.
- E. Cooperate with laboratory personnel in collecting samples on site. Provide incidental labor and facilities for safe access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; to facilitate tests and inspections including storage and curing of test sample.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.1 CONDUCTING TESTING

- A. Laboratory sampling and testing specified in individual Specification sections shall conform to the latest issues at ASTM standards, TxDOT methods, or other recognized test standards as approved by the OWNER.

- B. The Requirements of this Section shall also apply to those tests for approval of materials, for mix design, and for quality control of materials to be performed by the testing laboratories employed by the CONTRACTOR.

END OF SECTION

**SECTION 01562
TREE AND PLANT PROTECTION**

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. Tree and plant protection.

1.2 MEASUREMENT AND PAYMENT

- A. No separate payment will be made for tree and plant protection under this Section. Include cost of such work in Contract prices bid for items of which this work is a component.

1.3 PROJECT CONDITIONS

- A. Preserve and protect existing trees and plants to remain from foliage, branch, trunk, or root damage that could result from construction operations.
- B. Prevent following types of damage:
1. Compaction of root zone by foot or vehicular traffic, or material storage.
 2. Trunk damage from equipment operations, material storage, or from nailing and bolting.
 3. Trunk and branch damage caused by ropes or guy wires.
 4. Root poisoning from spilled solvents, gasoline, paint, and other noxious materials.
 5. Branch damage due to improper pruning or trimming.
 6. Damage from lack of water due to:
 - a) Cutting or altering natural water migration patterns near root zones
 - b) Failure to provide adequate watering
 7. Damage from the alteration of soil pH factor caused by depositing lime, concrete, plaster, or other base materials near roots.
 8. Cutting of roots larger than 1-1/2 inches in diameter.

1.4 DAMAGE ASSESSMENT

- A. When trees other than those designated for removal are destroyed or badly damaged as a result of construction operations, remove and replace with same size, species and variety up to and including 8 inches in trunk diameter. Tree larger than 8 inches in diameter shall be replaced with an 8-inch diameter tree of the same species and variety and total contract amount will be reduced by an amount determined from the following International Shade Tree Conference formula:
 $0.7854 \times D^2 \times \38.00 where D is diameter in inches of tree or shrub trunk measure 12 inches above grade.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Asphalt Paint: Emulsified asphalt or other adhesive, elastic, antiseptic coating formulated for horticultural use on cut or injured plant tissue, free from kerosene and coal creosote.
- B. Burlap: Suitable for use as tree wrapping.
- C. Fertilizer: Liquid containing 20 percent nitrogen, 10 percent phosphorus, and 5 percent potash.
- D. All necessary tree replacements shall be approved by ENGINEER.

PART 3 – EXECUTION

3.1 PROTECTION AND MAINTENANCE OF EXISTING TREES AND SHRUBS

- A. Except for trees and shrubs shown on Drawings to be removed, all trees and shrubs within the project area are to remain and be protected from damage.
- B. For trees and shrubs to remain, perform the following:
 - 1. Trimming of trees and shrubs to remain shall be done only under supervision of professional tree surgeon and horticulturist.
 - a) Tree pruning will be done according to the International Society of Arboriculture specifications.
 - b) Trees and shrubs requiring pruning for construction should also be pruned for balance as well as to maintain proper form and branching habit.
 - c) Cut limbs at branch collar. No stubs should remain on trees. Branch cuts should not gouge the outer layer of tree structure or trunk.
 - 2. Use extreme care to prevent excessive damage to root systems.
 - a) Roots in construction areas will be cut smoothly with a trencher before excavation begins. Do not allow ripping of roots with a backhoe or other equipment.
 - b) Temporarily cover exposed roots with wet burlap to prevent roots from dying out.
 - c) Cover exposed roots with soil as soon as possible.
 - 3. Prevent damage or compaction of root zone (area below dripline) by construction activities.
 - a) Do not allow scarring of trunks or limbs by equipment or other means.
 - b) Do not store construction materials, vehicles, or excavated material under dripline of trees.
 - c) Do not pour liquid materials under dripline.

4. Water and fertilize trees and shrubs that will remain to maintain their health during construction period.
 - a) Supplemental watering of landscaping during construction should be done once every 7 days in cold months and once every 4 days in hotter months.
 - b) This watering shall consist of saturating soils at least 6 to 8 inches beneath the surface.
5. Water areas currently being served by private sprinkler systems while systems are temporarily taken out of service to maintain health of existing landscapes.
6. At option of the CONTRACTOR and with the ENGINEER's permission, trees, and shrubs to remain may be temporarily transplanted and returned to their original positions under supervision of professional horticulturist.

3.2 PROTECTION

A. Protection of Trees or Shrubs in Open Area:

1. Install steel drive-in fence posts in protective circle, approximately 8-feet on center, not closer than 4 feet to trunk of trees or stems of shrubs.
2. Drive steel drive-in fence posts 3-feet into ground, leaving 5-feet minimum above ground.
3. Mount steel hog-wire on fence posts.
4. For trees and shrubs in paved areas, mount concrete-filled steel pipe 2-1/2 inches in diameter minimum in rubber auto tires filled with concrete (movable posts).

B. Timber Wrap Protection for Trees in Close Proximity of Moving or Mechanical Equipment and Construction Work:

1. Wrap trunk with layer of burlap.
2. Install 2 X 4's or 2 X 5's (5-foot to 6-foot lengths) vertically, spaced 3 inches to 5 inches apart around circumference of tree trunk.
3. Tie in place with 12-to-9 gauge steel wire.

3.3 MAINTENANCE OF NEWLY PLANTED TREES

A. Show proof of capacity to water during dry periods.

B. The CONTRACTOR guarantees that trees planted for this Project shall remain alive and healthy at least until the end of a one-year warranty period and the additional one-year period required by the Surface Restoration Bond.

1. Within four weeks of notice from the OWNER, CONTRACTOR shall replace, at his expense, any dead trees, or any trees that in the opinion of OWNER, have become

unhealthy or unsightly or have lost their natural shape as a result of additional growth, improper pruning or maintenance, or weather conditions.

2. When trees must be replaced, the guarantee period for that tree shall begin on the date of replacement of tree, subject to the OWNER's inspection, for no less than one year.
3. Straighten leaning trees and bear entire cost.
4. Dispose of trees rejected at any time by ENGINEER at CONTRACTOR's expense.

END OF SECTION

**SECTION 01570
GENERAL SOURCE CONTROL**

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. This section describes erosion, sedimentation, and dust control related practices as well as proper site practices which are required during construction activities.

1.2 MEASUREMENT AND PAYMENT

- A. Unit Price
 - 1. No separate measurement or payment under this Section. Include a cost of work performed under this Section in Contract prices bid for items of which this work is a component.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.1 GENERAL

- A. No clearing or grubbing or rough cutting, other than as specifically directed by the OWNER to allow soil testing and surveying, to be permitted until erosion and sedimentation control systems are in place.
- B. Equipment and vehicles are prohibited by the CONTRACTOR from maneuvering on areas outside of dedicated rights-of-way and easements for construction. Damages caused by construction traffic to erosion and sedimentation control systems to be repaired immediately.

3.2 PREPARATION

- A. Protection of Trees in Construction Areas:
 - 1. Heavy equipment, vehicular traffic, and stockpiles of construction materials, including topsoil, are not permitted within the drip-line of any tree to be retained. CONTRACTOR is to avoid all contact with trees to be retained unless otherwise directed by the OWNER or required by the work under this Contract.
 - 2. Specimen trees shown on the PLANS to be boxed or fenced. When called for on the PLANS, tunnel under the root system for the installation of utility lines.
 - 3. Tree trunks, exposed roots, and limbs of trees designated to be retained which are damaged during construction operations will be cared for as prescribed by a forester or licensed tree expert at the expense of the CONTRACTOR.

3.3 ERECTION/INSTALLATION/APPLICATION AND/OR CONSTRUCTION

- A. Top-soiling for Erosion and Sedimentation Control Systems: When top-soiling is called for as a component of another Specification Section, conduct erosion control practices described in this Section during top-soiling operations.

1. When top-soiling, maintain erosion and sedimentation control systems, such as swales, grade stabilization structures, berms, dikes, waterways, and sediment basin.
2. Maintain grades which have been previously established on areas to be topsoiled.
3. After the areas to be topsoiled have been brought to grade, and immediately prior to placing and spreading topsoil, the subgrade is to be loosened by discing or by scarifying to a depth of at least 2-inches to permit bonding of the topsoil to the subsoil. Compact by passing a bulldozer up and down the slope, tracking over the entire surface area of the slope to create horizontal erosion control slots.
4. No sod or seed is to be placed on the soil which has been treated with soil sterilant until sufficient time has elapsed to permit dissipation of toxic materials.

B. Dust Control:

1. Control dust blowing and movement on construction sites and roads to prevent exposure of soil surfaces, to reduce on and offsite damage, to prevent health hazards, and to improve traffic safety.
2. Control dust blowing by utilizing one or more of the following methods:
 - a) Temporary vegetative cover
 - b) Spray-on adhesives on mineral soils when not used by traffic
 - c) Tillage to roughen surface and bring clods to the surface
 - d) Irrigation by water sprinkling
 - e) Barriers using solid board fences, snow fences, burlap fences, crate walls, bales of hay, or similar materials
3. Dust control methods to be implemented immediately whenever dust can be observed blowing on the project site.

C. Equipment Maintenance and Repair:

1. Maintenance and repair of construction machinery and equipment must be confined to areas specifically designated for that purpose. Such designated areas must be located and designed so that oils, gasoline, grease, solvents, and other potential pollutants cannot be washed directly into receiving streams or storm water conveyance systems. These areas must be provided with adequate waste disposal receptacles for liquid as well as solid waste. Maintenance areas to be inspected and cleaned daily.
2. On a construction site where designated equipment maintenance areas are not feasible, care must be taken during each individual repair or maintenance operation to prevent potential pollutants from becoming available to be washed into streams or conveyance systems. Temporary waste disposal receptacles must be provided.

D. Waste Collection and Disposal:

1. A plan is to be formulated for the collection and disposal of waste materials on a construction site. Such a plan must designate locations for trash and waste receptacles and establish a special collection schedule. Methods for ultimate disposal of waste must be specified and carried out in accordance with applicable local, state, and federal health and safety regulations. Special provisions must be made for the collection and disposal of liquid wastes and toxic or hazardous materials.
2. Receptacles and other waste collection areas must be kept neat and orderly to the extent possible. Waste not be allowed to overflow its container or accumulate for excessively long periods of time. Trash collection points must be located where they will least likely be affected by concentrated storm water runoff.

E. Washing Areas:

1. Vehicles and construction equipment must not be washed at locations where the runoff will flow directly into a watercourse or storm water conveyance system. Special areas must be designated for washing vehicles. These areas to be located where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin. Wash areas must have gravel or rock bases to minimize mud generation.

F. Storage of Construction Materials, Chemicals, Etc.:

1. Sites where chemicals, cements, solvents, paints, or other potential water pollutants are to be stored must be isolated in areas where they will not cause runoff pollution.
2. Toxic chemicals and materials, such as pesticides, paints, and acids must be stored in accordance with manufacturer's guidelines. Groundwater resources must be protected from leaching by placing a plastic mat, packed clay, tar paper, or other impervious materials on any areas where toxic liquids are to be opened and stored.

G. Demolition Areas:

1. Demolition projects usually generate large amounts of dust with significant concentrations of heavy materials and other toxic pollutants. Dust control techniques are to be used to limit the transport of airborne pollutants. If water or slurry used to control dust becomes contaminated, they must be disposed of in accordance with existing federal, state, and local regulations.

H. Sanitary Facilities:

1. All construction sites must be provided with adequate sanitary facilities for workers in accordance with applicable health regulations.

I. Pesticides:

1. Pesticides used during construction to be stored and used in accordance with manufacturers' guidelines and with local, state, and federal regulations. Overuse is to be avoided and great care should be taken to prevent accidental spillage. Pesticide containers must never be washed in or near flowing streams or storm water conveyance systems.

END OF SECTION

SECTION 01574
REINFORCED FILTER FABRIC BARRIER

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. This Section includes the furnishing, installation, and maintenance of reinforced filter fabric barriers for erosion and sediment control utilized during construction and prior to the final development of the site. Reinforced filter fabric barriers are used to retain sedimentation in channelized flow areas.

1.2 MEASUREMENT AND PAYMENT

- A. Unit Price
1. Unless indicated in the BID as a pay item, no separate payment will be made for work performed under this Section. Include cost of work performed under this Section in Contract price bid for items of which this is a component.

1.3 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.
1. American Society of Testing and Materials (ASTM):
 - a) ASTM D3786, 1987 Standard Test Method for Hydraulic Bursting Strength for Knitted Goods and Non-woven Fabrics – Diaphragm Bursting Strength Tester Method.
 - b) ASTM D4632, 1991 Standard Test method for Grab Breaking Load and Elongation for Geotextiles.

1.4 SUBMITTALS

- A. Manufacturer's catalog sheets on filter fabrics showing that they meet or exceed requirements of this Section.

PART 2 – PRODUCTS

2.1 MANUFACTURER(S)

- A. Filter fabric to be manufactured by Mirafi, Inc., or an approved equal.

2.2 MATERIALS AND/OR EQUIPMENT

- A. Filter Fabric:
1. Provide woven or nonwoven geotextile filter fabric made of either polypropylene, polyethylene, ethylene, or polyamide material.

2. Filter fabric to have a minimum grab strength of 100 psi in any principal direction per ASTM D4632, Mullen burst strength exceeding 200 psi per ASTM D3786, and the equivalent opening size between 50 and 140.
3. Filter fabric material is to contain ultraviolet inhibitors and stabilizers to provide a minimum of 6 months of expected usable life at a temperature range of 0 degrees F to 120 degrees F.

B. Fencing:

1. Provide woven galvanized steel wire fence with minimum thickness of 15 gauge and a maximum mesh spacing of 6 inches.

PART 3 – EXECUTION

3.1 GENERAL

- A. Provide erosion and sediment control systems at the location(s) shown on PLANS. Such systems to be of the type indicated and shall be constructed as specified within this Section.
- B. No clearing and grubbing or rough cutting, other than as specifically directed by OWNER to allow soil testing and surveying, be permitted until erosion and sedimentation control systems are in place.
- C. Maintain existing erosion and sedimentation control systems located within the project site installed by the others prior to start of construction under this contract until acceptance of the project or until directed by the OWNER to remove and discard the existing system.
- D. Inspect and repair or replace components of all erosion and sedimentation control systems as specified within this Section. Unless otherwise directed by OWNER, maintain the erosion and sedimentation control systems until the project is accepted by the OWNER. Remove erosion and sedimentation control systems promptly when directed by the OWNER. Discard removed materials offsite.
- E. Remove sediment deposits and dispose of them at the designated spoil site for the project. If a project spoil site is not designated on the PLANS, dispose of sediment off site at a location not in or adjacent to a stream or floodplain. Offsite disposal is the responsibility of the CONTRACTOR. Sediment to be placed at the project site should be spread, compacted, and stabilized as directed by the OWNER. Sediment is not to be allowed to flush into a stream or drainage way. If sediment has been contaminated, it must be disposed of in accordance with existing federal, state, and local rules and regulations.
- F. Equipment and vehicles to be prohibited by the CONTRACTOR from maneuvering on areas outside of rights-of-way and easements for construction. Damage caused by construction traffic to erosion and sediment control systems shall be repaired immediately.

3.2 ERECTION/INSTALLATION/APPLICATION AND/OR CONSTRUCTION

- A. Provide reinforced filter fabric barrier at locations shown on PLANS. Filter fabric barriers to be installed in such a manner that surface runoff will percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated.
- B. Attach the woven wire support to 1-inch by 2-inch wooden stakes spaced a maximum of 10 feet apart and embed a minimum of 8 inches. Install wooden stakes at a slight angle toward the source of the anticipated runoff.
- C. Trench in the toe of the filter barrier with a spade or mechanical trencher. Backfill and compact trench.
- D. Securely fasten the filter fabric material to the woven wire with tie wires.
- E. Reinforced filter fabric barrier shall have a height of 18-inches.
- F. Provide filter fabric in continuous rolls and cut to the length of the fence to minimize the use of joints. When joints are necessary, splice the fabric together only at a support post with a minimum of 6-inch overlap and seal securely.
- G. Inspect the reinforced filter fabric barrier after each rainfall, daily during periods of prolonged rainfall, or at a minimum of once a week. Repair or replace damaged sections immediately. Remove sediment deposits when silt reaches one-third the height of the barrier.

END OF SECTION

**SECTION 01576
WASTE MATERIAL DISPOSAL**

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. Disposal of waste material and salvageable material.

1.2 SUBMITTALS

- A. Submittals shall conform to requirements of Section 01330, SUBMITTAL PROCEDURES.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.1 SALVAGEABLE MATERIAL

- A. Excavated Material: When indicated on Drawings, load, haul, and deposit excavated material at a location or locations shown on Drawings outside the limits of the Project.
- B. Other Salvageable Materials: Conform to requirements of individual Specification Sections.
- C. Coordinate loading of salvageable material on OWNER trucks.

3.2 EXCESS MATERIAL

- A. Vegetation, rubble, broken concrete, debris, asphaltic concrete pavement, excess soil, and other materials not designated for salvage, shall become the property of CONTRACTOR, and shall be removed from the job site and legally disposed of.
- B. Verify the flood plain status of any proposed disposal site. Do not dispose of excavated materials in an area designated as within the 100-year Flood Area unless a Development Permit has been obtained. Excess material placed in a “100-year Flood Hazard Area” within the City, without a “Development Permit”, shall be removed by CONTRACTOR at no additional cost to the OWNER.
- C. Waste materials shall be removed from the site on a daily basis, such that the site is maintained in a neat and orderly condition.

END OF SECTION

SECTION 01577 PROTECTING INLETS

PART 1 – GENERAL

1.1 SCOPE SUMMARY

1. Installation of erosion and sediment control inlet protection barriers, drop inlet baskets and storm inlet sediment traps used during construction and prior to final development of site.

1.2 MEASUREMENT AND PAYMENT

A. Unit Price:

1. Unless indicated in the BID as a pay item, no separate payment for work performed under this Section. Include cost of work performed under this Section in Contract prices bid for items of which this work is a component.

1.3 SUBMITTALS

- A. Manufacturer's catalog sheets and other product data on filter fabric.

1.4 REFERENCES

- A. ASTM A 36 – Standard Specification for Carbon Structural Steel.
- B. ASTM D4632 – Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.

PART 2 – PRODUCTS

2.1 FILTER FABRIC

- A. Provide woven or nonwoven geotextile filter fabric made of either polypropylene, polyethylene, ethylene, and polyamide material.
- B. Geotextile fabric shall have a grab strength of 100 psi in any principal direction (ASTM 4632), Mullen burst strength exceeding 200 psi (ASTM D-3786) and equivalent opening size as shown on Drawings.
- C. Filter fabric material shall contain ultraviolet inhibitors and stabilizers to provide expected usable life comparable to anticipated construction period. Ultraviolet stability shall exceed 70% after 500 hours of exposure (ASTM D4355).
- D. Representative Manufacturers: Mirafi, Inc., or equal

2.2 METALS

- A. Provide steel frame members in accordance with ASTM A36.

PART 3 – EXECUTION

- A. Provide erosion and sediment control systems at locations shown on Drawings. Construct in accordance with requirements shown on Drawings and of type indicated as specified in this Section.

- B. No clearing, grubbing or rough cutting permitted until erosion and sediment control systems are in place, other than site work specifically directed by ENGINEER to allow soil testing and surveying.
- C. Maintain existing erosion and sediment control systems located within project site until acceptance of Project or until directed by ENGINEER to remove and discard existing system.
- D. Regularly inspect and repair or replace damaged components of erosion and sediment control systems as specified in this Section. Unless otherwise directed, maintain erosion and sediment control systems until the project area stabilization is accepted by the OWNER. Remove erosion and sediment control systems promptly when directed by ENGINEER. Discard removed materials off site.
- E. Remove and dispose sediment deposits at designated spoil site for Project. If a project spoil site is not designated on Drawings, dispose of sediment off site at location not in or adjacent to stream or floodplain. Assume responsibility for off-site disposal. Spread sediment evenly throughout site, compacted and stabilized. Prevent sediment from flushing into a stream or drainage way. If sediment has been contaminated, dispose of it in accordance with existing federal, state, and local rules and regulations.
- F. Prohibit equipment and vehicles from maneuvering on areas outside dedicated rights-of-way and easements for construction. Immediately repair damage caused by construction traffic to erosion and sediment control.
- G. Conduct all construction operations under this Contract in conformance with erosion control practices described in these Plans and Specifications.

3.2 GENERAL CONSTRUCTION METHODS

- A. Provide erosion and sedimentation control systems in accordance with Drawing details.
- B. Inspect erosion and sedimentation control systems after each rainfall, daily during periods of prolonged rainfall, and at minimum once each week. Repair or replace damaged components immediately. Remove sediment deposits when sediment has accumulated to one-half height of barrier.

3.3 DROP INLET BASKET CONSTRUCTION METHODS

- A. Fit inlet insert basket into inlet without grasps around insert as shown on Drawings.
- B. Support for inlet insert basket shall consist of fabricated material as shown on Drawings.
- C. Construct top frame of basket with two short sides of 2 inch by 2 inch and single long side of 1 inch by 1 inch, 1/8-inch angle iron. Construct basket hangers of 2 inch by 1/4 inch iron bars. Construct bottom frame of 1 inch by 1/4-inch iron bar or 1/4-inch plate with center 3 inches removed. Use minimum 1/4-inch diameter iron rods or equivalent for sides of inlet basket. Weld minimum of 14 rods in place between top frame/basket hanger and bottom frame. Exact dimensions for top frame and insert basket will be determined based on dimensions of type of inlet being protected.
- D. Push down and form filter fabric to shape of basket. Use sheet of fabric large enough to be supported by basket frame when holding sediment and extend at least 6 inches past frame. Place inlet grates over basket/frame to serve as fabric anchor.

- E. Remove sediment deposit after each storm event.

3.4 STORM INLET SEDIMENT TRAP CONSTRUCTION METHODS

- A. Limit of excavation and outlet length and height shall be as shown on Drawings. Side slopes shall be 2:1 or flatter.
- B. Remove sediment deposit and restore traps to original dimensions when sediment has accumulated to one-half design depth of trap or one foot, whichever is less.

END OF SECTION

SECTION 01578 CONTROL OF GROUNDWATER AND SURFACE WATER

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. Dewatering, depressurizing, draining, and maintaining trenches, shaft excavations, structural excavation, and foundation beds in a stable condition, and controlling ground water conditions for tunnel excavations.
- B. Protecting work against surface runoff and rising flood waters.
- C. Disposing of removed water.

1.2 MEASUREMENT AND PAYMENT

- A. Unit Prices
 - 1. Payment for ground and surface water control is on a lump sum basis.

1.3 REFERENCES

- A. ASTM D 698 – Test Methods for Moisture Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49 kg) Rammer and 12-inch (304.8mm) Drop.
- B. Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupation Safety and Health Administration (OSHA)
- C. Federal Register 40 CFR (Vol.55, No. 222) Part 122, EPA Administered Permit Programs (NPDES) Para.122.26(b)(14) Storm Water Discharge.

1.4 DEFINITIONS

- A. Ground water control includes both dewatering and depressurization of water-bearing soil layers.
 - 1. Dewatering includes lowering the water table and intercepting seepage which would otherwise emerge from slopes or bottoms of excavations, or into tunnels and shafts, and disposing of removed water. The intent of dewatering is to increase stability of tunnel excavations and excavated slopes; prevent dislocation of materials from slopes or bottoms of excavation; reduce lateral loads on sheeting and bracing; improve excavating and hauling characteristics of excavated material; prevent failure heaving of the bottom of excavations; and to provide suitable conditions for placement of backfill materials and construction of structures and other installations.
 - 2. Depressurization includes reduction in piezometric pressure within strata not controlled by dewatering alone, as required to prevent failure, or heaving of excavation bottom on instability of tunnel excavations.
- B. Excavation drainage includes keeping excavation free of surface and seepage water.

- C. Surface drainage include use of temporary drainage ditches and dikes and installation of temporary culverts and sump pumps with discharge lines as required to protect the Work from any source of surface water.

1.5 SUBMITTAL

- A. Submit a Ground Water and Surface Water Control Plan
 - 1. A description of proposed groundwater and surface water control system including, but not limited to equipment, methods, standby equipment and power supply, pollution control facilities, and proposed methods and locations for disposing of removed water.
 - 2. Design calculations demonstrating adequacy of proposed dewatering system and components.

PART 2 – PRODUCTS

2.1 EQUIPMENT AND MATERIALS

- A. Equipment and materials are at the option of the CONTRACTOR as necessary to achieve desired results for dewatering.

PART 3 – EXECUTION

3.1 GENERAL

- A. Trench Construction: Remove and control water during periods when necessary to properly accomplish Work.
- B. Remove and control water at the locations and during the periods when necessary to properly accomplish Work using the means and methods adopted by the CONTRACTOR.

3.2 SURFACE WATER CONTROL

- A. Intercept surface water and seepage into sumps and pump it into drainage channels or storm drains, when approved by agencies having jurisdiction. Provide settling basins when required by such agencies.

3.3 GROUND WATER CONTROL/DEWATERING

- A. Provide, operate, and maintain dewatering systems of sufficient size and capacity to permit excavation and subsequent construction in dry conditions. Continuously maintain excavations free of water, regardless of source, and until backfilled to final grade.
- B. Dewatering system may include wells, well points and other equipment and appurtenance installed outside the limits of excavation and sufficiently below the lowest point of the excavation to achieve a dewatered condition. In some areas well dewatering may be supplemented or replaced by trenching, and sump construction and pumping to achieve the requirement of these Contract Documents.
- C. Design and operate well dewatering systems to prevent loss of ground as water is removed and avoid settlement or damage to existing facilities, completed Work, and adjacent property. Provide sufficient redundancy in dewatering well system to avoid damage in the event of component failure.

Provide 100 percent emergency power backup with automatic startup and switchover in event of electrical power failure.

3.4 DISPOSAL OF WATER

- A. Obtain discharge permit of water disposal from authorities having jurisdiction.
- B. Treat water collected by dewatering operations, as required by regulatory agencies, prior to discharge.
- C. Discharge water as required by discharge permit in a manner that will not cause erosion or flooding, or otherwise damage existing facilities, completed Work, or adjacent property.
- D. Remove solids from treatment facilities and perform other maintenance of treatment facilities as necessary to maintain their efficiency.

3.5 PROTECTION OF PROPERTY

- A. Make assessment of potential for dewatering induced settlement. Provide and operate devices or system, including but not limited to, re-injection wells, infiltration trenches and cutoff walls necessary to prevent damage to existing facilities, completed Work, and adjacent property.
- B. Secure support existing facilities, completed Work, and adjacent property vulnerable to settlement due to dewatering operations. Support shall include, but may not be limited to, bracing, underpinning, and compaction grouting.

END OF SECTION

SECTION 1580
PROJECT IDENTIFICATION SIGNS

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. Project identification sign description
- B. Project sign installation
- C. Maintenance and removal of project sign

1.2 MEASUREMENT AND PAYMENT

- A. Unit Prices:
 - 1. No separate payment will be made for Work included in this Section. Include cost of project identifications signs in overhead cost.
 - 2. Relocate skid-mounted signs as directed by OWNER's Engineer at no additional cost to OWNER. Relocate post-mounted signs, if directed in writing by OWNER's Engineer, at no additional cost to OWNER.
- B. Stipulated Price (Lump Sum). If Contract is a Stipulated Price Contract, payment for work in this Section is included in total Stipulated Price.

1.3 SYSTEM DESCRIPTION

- A. Sign Construction: Construct project identification signs of new materials. Construct post-mounted signs as shown on Standard Detail Drawing – Project Sign Detail.
- B. Appearance: Project identification signs shall be maintained to present a clean and neat look throughout project duration.
- C. Sign Manufacturer/Maker: Experienced as a professional sign company.
- D. Sign Placement: Place signs at locations as directed by Engineer. OWNER's Engineer will provide sign placement instructions at each end of the construction site.
 - 1. A linear project is one involving paving, overlay, sewer lines, storm drainage, or water mains that run in right-of-way over a distance. A linear project requires a project identification sign at each end of the construction site.
 - 2. Single site or Building Projects: Provide one project identification sign.
 - 3. Multiple Sites: Provide one project identification sign at each site.
 - 4. Sign Relocation: As work progresses at each site, it may be necessary to move and relocate project identification signs. Relocate signs as directed in writing by OWNER's Engineer.

- E. Alternate Skid-mounted Sign Construction: Post-mounted signs are preferred, but skid-mounted signs are allowed, especially for projects with noncontiguous locations where work progresses from one location to another. Design skid structure so that sign will withstand a 60-mile-per-hour wind load directly to face or back of sign. Use stakes, straps, or ballast. Approval of use of skid-mounted signs shall not release Contractor from responsibility of maintaining a project identification sign on project site and shall not make OWNER responsible for security of such signs.

1.4 SUBMITTALS

- A. Submit shop drawings under provisions of Section 01330 – SUBMITTAL PROCEDURES.
- B. Show content, layout, lettering style, lettering size, and colors. Make sign and lettering to scale, clearly indicating condensed letting, if used.

PART 2 – PRODUCTS

2.1 SIGN MATERIALS

- A. Structure and Framing: Use new sign materials.
 - 1. Signposts: Use 4-inch by 4-inch pressure treated wood posts, 9 feet long for skid mounting and 12 feet long minimum for in-ground mounting.
 - 2. Skid Bracing: 2-inch by 4-inch wood framing material.
 - 3. Skid Members: 2-inch by 6-inch wood framing material.
 - 4. Fasteners:
 - a) Use galvanized steel fasteners.
 - b) Use ½-inch by 5 ½-inch button head carriage bolts to attach sign to posts. Secure with nuts and flat head washers at locations shown on Standard Detail Drawing – Project Sign Detail.
 - c) Cover button heads with white reflective film or paint to match sign background.
- B. Sign: Use ¾ inch marine plywood. Use full-size 4-foot by 8-foot sheet for sign and a single piece for header to minimize joints; do not piece wood to fabricate sign face.
- C. Paint and Primers: White paint use to prime surfaces and to resist weathering shall be an industrial grade, fast-drying, oil-based paint with gloss finish. Paint structural and framing members white on all sides and edges to resist weathering. Paint all sign surfaces with this weather-protective paint prior to adding any adhesive applications.
- D. Colors:
 - 1. Sign Background: Sign Background shall be industrial grade, reflective white. Use 3M Scotchlite Engineer Grade, Pressure Sensitive Sheeting (White), or approved equal.

2. Border: Add ½-inch wide red border around area which designates project name and project amount. For border, use industrial grade reflective red. Use 3M Scotchlite Engineer Grade, Pressure Sensitive Sheeting (Red) or approved equal.
3. Sign Film: Make legends, symbols, lettering, and artwork from 3M Scotchcal Pressure Sensitive Films, or approved equal. Match colors to following 3M Scotchcal Pressure Sensitive Films.
 - a) Lettering Below Logo: Black
 - b) Lettering Above Project Name: Vivid Blue
 - c) Lettering on Blue Background: White
 - d) Background Behind Project Name: Vivid Blue

2.2 SIGN LAYOUT

A. Lettering:

B. Black Vivid Blue White Vivid Blue:

1. Style, Size and Spacing: Prepare sign using uppercase Helvetica Regular lettering of height and spacing shown on Standard Detail Drawing – Refer to Supplement 01580-A at the end of this section.
2. Condensed Style: Lettering for variable text may be condensed if needed to maintain sign composition.

C. Composition:

1. Lines in Standard Text
 - a) The top line reads “WATER IS LIFE” on all construction signs.
 - b) The lower left of sign below City of San Juan Logo is used to list names of the OWNER’s City Commissioners. These lines will be placed exactly as shown on Drawings with same size and spacing as indicated.
 - c) Include name of ENGINEER: Trimad Consultants, L.L.C.
2. Lines with Variable Text on blue background is space for project name and dollar amount for project construction.
 - a) OWNER’s Engineer will provide project name to Contractor for preparation of sign. Project name is centered on one or two lines in area with blue background. Lettering may be condensed, if necessary.
 - b) OWNER’s Engineer will provide Contractor with project’s dollar value rounded to the nearest \$1,000 for preparation of sign. Dollar amount is centered on one line in area with blue background and immediately below project name.

2.3 LAYOUT AND COMPOSITION

- A. City Logo:
 - 1. A space approximately 36 inches by 14 inches is allowed for the City Logo.
 - 2. ENGINEER will provide Contractor with logo.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Install project identification sign within 7 calendar days after Notice to Proceed.
- B. Erect signs where designated by OWNER's Engineer at preconstruction meeting. Position sign in such a manner as to be fully visible and readable to the general public.
- C. Erect sign level and plumb.
- D. If mounted on posts, sink posts 3 feet to 4 feet below grade. Stabilize posts to minimize lateral motion. Leave a minimum of 8 feet of post above existing grade for mounting of sign.
- E. Erect sign so that the top edge of sign is at nominal 8 feet above existing grade.

3.2 MAINTENANCE AND REMOVAL

- A. Keep signs and supports clean. Repair deterioration and damage.
- B. Remove signs, framing, supports, and foundations to a depth of 2 feet upon completion of Project. Restore area to a condition equal to or better than before construction.

3.3 SUPPLEMENTS

- A. The supplement listed below, following "END OF SECTION", is part of this specification.
 - 1. 01580-A-Project Sign Detail.

END OF SECTION

PROJECT:

CITY OF SAN JUAN
WATER TREATMENT PLANT
ADDITIONAL GARAGE PROJECT

CITY COMMISSION
MAYOR- MARIO GARZA

MAYOR PRO-TEM - MARCO "MARKIE" VILLEGAS
COMMISSIONER - ERNESTO "NETO" GUAJARDO
COMMISSIONER - ADINA "DINA" SANTILLAN
COMMISSIONER - JESUS "JESSE" RAMIREZ
CITY MANAGER - BENJAMIN ARJONA

OWNER



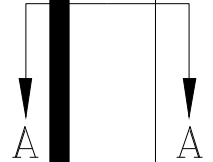
CITY OF
SAN JUAN

ENGINEER



TBPE Firm No. F-18526

CONTRACTOR

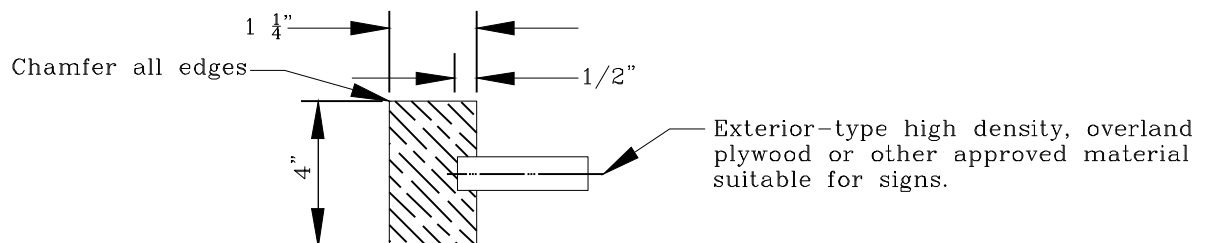


Provide adequate supports for signs (as site conditions may required) and keep sign a proper distance above prevailing grade to permit public viewing.

Notes:

- All other lettering is black (sized to fit space)
- 4' x 8' sheet of $\frac{3}{4}$ " plywood. Grade A-C
- Signs to be placed in prominent location along a major thoroughfare within the project limits

Grade



SECTION A-A

CITY OF SAN JUAN WATER
TREATMENT PLANT
ADDITIONAL GARAGE
PROJECT

PROJECT SIGN FOR
CITY OF SAN JUAN
CONSTRUCTION
Page 497

APPROVED

AUGUST 2024

REVISED

SHEET
1 OF 1

SECTION 01725 FIELD SURVEY

PART 1 – GENERAL

1.1 QUALITY CONTROL

- A. Conform to State of Texas for survey requiring licensed surveyors. Employ a land surveyor acceptable to the OWNER and/or OWNER's representative and ENGINEER, if required.
- B. Construction staking is the sole responsibility of the CONTRACTOR as outlines in Paragraph 1.6.

1.2 MEASUREMENT AND PAYMENT

- A. Unit Price:
 - 1. Unless indicated in the BID as a pay item, no separate payment will be made for work performed under this Section. Include cost of work performed under this Section in Contract price bid for item of which this is a component.

1.3 SUBMITTALS

- A. Submit to OWNER the name, address, and telephone number of Surveyor before starting survey work.
- B. Submit documentation verifying accuracy of survey work on request.
- C. Submit certificates signed by surveyor, that the elevations and locations of the work are in conformance with Contract Document.
- D. Submit information under provisions of Section 01330, SUBMITTAL PROCEDURES.

1.4 RECORD DOCUMENTS

- A. Maintain a complete and accurate log of control and survey work as it progresses.
- B. Prepare a certified survey setting forth dimensions, locations, angles, and elevations of construction and site work upon completion of foundation walls and major site improvements.
- C. Submit Record Document under provisions of Section 01785, RECORD DOCUMENTS.

1.5 EXAMINATION

- A. Verify location of survey control points prior to starting Work.
- B. Notify OWNER immediately of any discrepancies discovered.

1.6 SURVEY REFERENCE POINTS

- A. Control datum for survey established by provided survey as indicated on Drawings. Inform ENGINEER in advance of time at which horizontal and vertical control points will be established so verification deemed necessary by ENGINEER may be done with minimum inconvenience to ENGINEER and minimum delay to CONTRACTOR.

- B. Locate and protect survey control points prior to starting site work, preserve permanent reference points during construction.
- C. Notify ENGINEER 48 hours in advance of the need for relocation of reference points due to changes in grades or other reasons.
- D. Report promptly to ENGINEER loss or destruction of reference point.
- E. CONTRACTOR to replace permanent reference points disturbed by operations, at no additional cost to the OWNER.

1.7 SURVEY REQUIREMENTS

- A. Utilize recognized engineering surveying practices.
- B. Establish a minimum of two permanent benchmarks on site, referenced to established control points, Record locations, with horizontal and vertical data on Record Documents.
- C. Establish elevations, lines, and levels to provide quantities required for measurement and payment and to provide appropriate controls for the Work. Locate and layout by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements, stakes for grading, fill and topsoil placement, utility locations, slopes and invert elevations.
 - 2. Grid or axis for structures
 - 3. Building foundation, column locations, and ground floor elevations.
- D. Verify periodically layouts by same means.

END OF SECTION

SECTION 01740 WARRANTIES

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. This section specifies general administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.

1.2 SUBMITTAL REQUIREMENTS

- A. Submit written warranties to the OWNER prior to the date fixed by the ENGINEER for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the work, or a designated portion of the work, submit written warranties upon request of the OWNER.
- B. Assemble warranties, service, and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
- C. Number of original signed copies required: Two (2) each.
- D. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
 - 1. Product or work item
 - 2. Firm, with name of principal, address, and telephone number
 - 3. Scope
 - 4. Date of beginning of warranty, service, or maintenance contract
 - 5. Duration of warranty, or service maintenance contract
 - 6. Provide information for OWNER's personnel:
 - a) Proper procedure in case of failure
 - b) Instances which might affect the validity of warranty
 - 7. Contractor, name of responsible principal, address, and telephone number.

1.3 FORMS OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2 x 11 inches, punch sheets for standard 3-post binder.

- a) Fold larger sheets to fit into binders.
- 2. Cover: Identify each packet with typed or printed title “WARRANTIES”
List:
 - a) Title of Project
 - b) Name of Contractor
- 3. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches.

1.4 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer’s warranty period shall be concurrent with the CONTRACTOR’s for two (2) years, unless otherwise specified in the individual specification section, commencing at the time of final acceptance by the OWNER.
- B. The CONTRACTOR shall be responsible for obtaining certificates for equipment warranty for all major equipment specified under Divisions 11,12, 13, 15, 16, and which has a 1-HP motor or which lists for more than \$1,000.00. The ENGINEER reserves the right to request warranties for equipment not classified as “major.” The CONTRACTOR shall still warrant equipment not considered to be “major” in the CONTRACTOR’s once-year warranty period even though certificates of warranty may not be required.
- C. For certain pieces of equipment, the OWNER may require a warranty greater than two (2) years. The requirement for a two-year warranty shall be specified in individual sections of the Specifications.

1.5 WARRANTY REQUIREMENTS

- A. Related Damages and Losses:
 - 1. When correcting warranted work that has failed, remove, and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
- B. Reinstatement of Warranty:
 - 1. When work covered by warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost:
 - 1. Upon determination that work covered by a warranty has failed, replace, and rebuild the work to an acceptable condition complying with requirements of Contract Documents. The

CONTRACTOR is responsible for the cost of replacing and rebuilding defective work regardless of whether the OWNER has benefited from use of the work through a portion of its anticipated useful service life.

D. OWNER's Recourse:

1. Written warranties made to the OWNER are in addition to implied warrants, and shall not limit the duties, obligations, rights, and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the OWNER can enforce such other duties, obligations, rights, or remedies.

E. Rejection of Warranties:

1. The OWNER reserves the right to reject warranties and limit selections to products with warranties not in conflict with the requirements of the Contract Documents.

F. OWNER's right to Refuse Work:

1. The OWNER reserves the right to refuse to accept work for the project where a special warranty, certification, or similar commitment is required on such work or part of the work, until evidence is presented that entities required to countersign such commitments are willing to do so.

G. Disclaimers and Limitations:

1. Manufacturer's disclaimers and limitation on product warranties do not relieve the CONTRACTOR of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the CONTRACTOR.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

**SECTION 01745
RESTORATION OF SITE**

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. Restoration of site affected by Utility Work or Roadway Reconstruction and Widening.

1.2 MEASUREMENT AND PAYMENT

- A. Measurement for restoration of project site for utility disturbed and roadway reconstruction will be on lump sum basis.

1.3 REFERENCES

- A. ANSI Z60.1. American Standard of Nursery Stock.

1.4 DEFINITIONS

- A. Site Restoration is replacement or reconstruction of site improvements to rights-of-way, easements, public property, and private property that are affected or altered by construction operations, with improvements restored to condition, which is equal to, or better than, that which existed prior to construction operations.
- B. Site Improvement includes but is not limited to pavement, curb and gutter, esplanades, sidewalks, driveways, fences, lawns, irrigation systems, and landscaping.
- C. Line Segment. Length of sewer from center line to centerline of manholes, in line junction structure and bends as designated on Drawings, and to end of stubs or termination of pipe.
- D. Minimum Trench Width. Allowable trench width for corresponding pipe outside diameter as defined in Section 02317 – EXCAVATION, BACKFILLING, AND COMPACTION FOR UTILITIES.

1.5 SUBMITTALS

- A. Conform to requirements of Section 01330 – SUBMITTAL PROCEDURES
- B. Submit qualifications of nursery or landscaping firm to be used.

1.6 QUALITY ASSURANCE

- A. Have trees, landscape shrubs, and plantings performed by qualified personnel.

1.7 SCHEDULING

- A. After paving or utility work is completed the online segment and segment is submitted on monthly estimate for payment, complete site restoration for that segment before next monthly estimate for payment is submitted, unless extended in writing by ENGINEER.
- B. For utility work requiring testing or post-installation TV inspection, completion of segment is not considered to include testing or TV inspection. Schedule for completion of site restoration is not determined by completion of testing or TV inspection.

1.8 WARRANTY

- A. Provide 2-week warranty on plants and grasses that die due to shock or damage only.
- B. Replace plants that fail during warranty period according to specifications governing original plants.
- C. Provide written notification to homeowner stating that homeowner is responsible for watering replaced plants and grasses.
- D. Damage caused by natural hazards including hail, high winds or storms is not covered by warranty.
- E. Existing plant material required to be moved on site are covered under warranty.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Pavement, Sidewalks, and Driveways. Use materials as specified in Section 02951-PAVEMENT REPAIR AND RESURFACING.
- B. Seeding and Sodding. Provide sod as specified in Section 02922-SODDING. For areas to be seeded, conform to Section 02931-HYDRO-MULCH SEEDING.
- C. Trees, Shrubs, and Plantings.
 - 1. Provide trees, shrubs, and plants of quantity, size, genus, species, and variety of those being replaced and conforming to recommendations and requirements of ANSI Z60.1.
 - 2. Use balled-and-bur lapped nursery stock for tree replacement.
 - 3. Within availability of standard nursery stock, replaced each removed tree with one of an equivalent species and size, but not with less than 2 ½-inch diameter trunk, as measured 1 ½ feet above natural ground.

PART 3 – EXECUTION

3.1 COORDINATION

- A. For water main and sanitary sewer construction, complete site restoration within 45 days from date construction and is successfully tested, unless extended in writing by ENGINEER.
- B. For water main and sanitary sewer construction, site restoration associated with wet connections, cut and plugs, salvaging of fire hydrants and sewer reconnections which needs to occur after line is tested, can be restored after 45 days provided site is restored immediately after accomplishing such work. No payment will be made for such wet connections, cut and plugs, salvaging of fire hydrants and sewer reconnection work until site restoration is complete.
- C. Utility installation or roadway reconstruction and widening cannot exceed site restoration by more than 8,000 linear feet. Site restoration must proceed continuously and be sequentially completed in order of work progress. When utility work and reconstruction or widening work occurs within same limits of rights-of-way, utility installation cannot exceed pavement improvements by more than

3,000 linear feet. No intermediate areas can be skipped or left to be completed at a future date, unless otherwise approved by ENGINEER.

- D. Do not proceed with additional work if requirements in Paragraphs 3.01A, B, and C are not satisfied.
- E. Limit utility installation to a maximum of two project site locations for projects involving multiple subdivisions or locations.
- F. When roadway reconstruction and widening is being completed in phases, complete restoration of site in previous phase before continuing next phase, unless otherwise approved by ENGINEER.

3.2 EXAMINATION

- A. Construction Site Photographs. Document conditions on and adjacent to construction site with construction photographs as specified in Section 01321 – CONSTRUCTION PHOTOGRAPHS AND VIDEO.
- B. Make photographs of all areas where construction operations will be conducted including driveways and sidewalks within or adjacent to Work area.

3.3 PREPARATION

- A. Removing Pavements and Structures:
 - 1. Remove minimum pavement, curb and gutter, and other structures as required to perform Work. Perform removals in accordance with Section 02221 – REMOVAL OF EXISTING PAVEMENTS, CURBS, AND STRUCTURES.
 - 2. Remove concrete and asphaltic concrete material using sawed joints in accordance with Section 02752 – CONCRETE PAVEMENT JOINTS.
 - 3. Remove curb and gutter a distance of 2 feet outside excavation, unless otherwise approved by ENGINEER.
- B. Remove or relocate existing fencing, if required, for construction operations. Maintain integrity of private property owner's fencing if needed for protection of children, pets, or property. Notify property owner 72 hours in advance before removing fencing and coordinate security needs.

3.4 INSTALLATION

- A. Pavement, Sidewalk, and Driveway Restoration
 - 1. Replace pavement, curb and gutter, sidewalks, and driveways removed or damaged as a result of construction operations. Reconstruct in accordance with Section 02951 – PAVEMENT REPAIR AND RESURFACING.
 - 2. Where replacement sidewalks terminate at street curb radius, construct wheelchair ramp that meets current Texas Accessibility Standards.
- B. Seeding and Sodding

1. Clean up construction debris and level area with bank sand so that the resulting surface of new grass matches the level of existing grass and maintains pre-construction drainage patterns. Level minor ruts or depressions caused by construction operations where grass is still viable by filling with bank sand.
2. Restore previously existing turfed areas with sod and fertilize in accordance with Section 02922 – SODDING. Sod to match existing turf.
3. Restore unpaved areas not requiring sodding with hydro-mulch methods conforming to Section 02931 – HYDRO-MULCH SEEDING.

C. Trees, Shrubbery, and Plants

1. Take extra care in removing and replanting trees, shrubbery, and plants. Remove trees, shrubbery, and plants, leaving soil around roots. Place trees, shrubbery, and plants outside of excavation area.
2. Replace in kind any trees, shrubbery, and plants removed or damaged by construction operations.
3. Have a nursery or landscape firm make tree replacements using balled-and-bur lapped nursery stock.

D. Fence Removal and Replacement:

1. Replace fencing removed or damaged to equal or better than what existed prior to construction, including concrete footings and mow strips. Provide new wood posts, top and bottom railing and panels. Metal fencing not damaged by Work may be reused.
2. Remove and dispose of damaged or substandard material.

3.5 CLEANING

- A. Remove debris and trash to maintain clean and orderly site as described in General Conditions and Section 01576 – WASTE MATERIAL DISPOSAL.

3.6 MAINTENANCE

- A. Maintain shrubs, plantings, sodded areas, and seeded areas through warranty period.
- B. Replace shrubs, plantings, and seeded or sodded areas that fail to become established through warranty period.
- C. Maintain newly planted trees, shrubs, and plantings as follows:
 1. Water as often as necessary to keep ground and backfill moist until plantings have become established.
 2. Repair and replace bracing, as necessary.
 3. Prune, as necessary.

4. Treat plants in accordance with approved methods of horticultural practices where insects or disease affect plants after planting.
- D. Refer to Section 01562 – Tree and Plant Protection, Section 02931 – HYDRO-MULCH SEEDING and Section 02922 – SODDING for additional maintenance requirements.

END OF SECTION

**SECTION 01780
CONTRACT CLOSEOUT**

PART 1 – GENERAL

1.1 SUBMITTALS

- A. Contract Closeout Submittals: Submit prior to application for final payment.
1. Record Documents: As required in the General Conditions.
 2. Approved Shop Drawings and Samples: As required in the General Conditions.
 3. Special Bonds, Special Warranties, and Service Agreements.
 4. Consent of Surety to Final Payment.: As required in the General Conditions.
 5. Releases of Waivers of Liens and Claims: As required in the General Conditions.
 6. Releases from Agreements.
 7. Final Application for Payment: Submit in accordance with procedures and requirements stated in Section 01025, MEASUREMENT AND PAYMENT.
 8. Spare Parts and Special Tools: As required by individual specification sections.

1.2 RELEASES FROM AGREEMENTS

- A. Furnish OWNER written releases from property owners or public agencies where side agreements or special easements have been made, or where CONTRACTOR's operations have not been kept within the OWNER's construction right-of-way.
- B. In the event CONTRACTOR is unable to secure written releases, inform the OWNER of the reasons:
1. OWNER or its representatives will examine the site, and OWNER will direct CONTRACTOR to complete Work that may be necessary to satisfy terms of the easement.
 2. Should CONTRACTOR refuse to perform this Work, OWNER reserves the right to have it done by separate contract and deduct the cost of same from the Contract Price or require the CONTRACTOR to furnish a satisfactory Bond in a sum to cover legal claims for damages.
 3. When OWNER is satisfied that Work has been completed in agreement with the Contract Documents and terms of easements, the right is reserved to waive the requirement for written release if: (i) CONTRACTOR's failure to obtain such statement is due to grantor's refusal to sign, and this refusal is not based upon any legitimate claims that CONTRACTOR has failed to fulfill the terms of the easement, or (ii) CONTRACTOR is unable to contact or has had hardship in contacting the grantor.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.1 FINAL CLEANING

- A. At completion of Work or of a part thereof and immediately prior to CONTRACTOR's request for certificate of Substantial Completion; or if no certificate is issued, immediately prior to CONTRACTOR's notice of completion, clean entire site or parts thereof, as applicable.
1. Leave the Work and adjacent areas affected in a clean condition satisfactory to OWNER.
 2. Remove grease, dirt, dust, paint or plaster splatter, stains, labels, fingerprints, and other foreign materials from exposed surfaces.
 3. Repair, patch, and touch up marred surfaces to specified finish and match adjacent areas.
 4. Broom clean exterior paved driveways, parking areas, and roadways.

END OF SECTION

SECTION 01785 RECORD DOCUMENTS

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. Maintenance and submittal of Record Documents and Samples.

1.2 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Maintain on record copy of documents at the site.
- B. Store Record Documents and samples in field office is required by Contract Documents, or in a secure location. Provide files, racks, and secure storage for Record Documents and Samples.
- C. Label each document “Project Record” in neat, large, printed letters.
- D. Maintain Record Documents in a clean, dry, and legible condition. Do not use Record Documents for construction purposes.
- E. Keep Record Documents and Samples available for inspection by the OWNER/ENGINEER.

1.3 RECORDING

- A. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- B. Contract Drawings and Shop Drawings: “Legibly mark each item to record all actual construction, or “as built” conditions including:
- C. Making Entries on Drawings:
 - 1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe change by graphic line and note as required.
 - a) Color Coding:
 - 1. Green when showing information deleted from Drawings.
 - 2. Red when showing information added to Drawings.
 - 3. Blue and circled in blue to show notes.
 - 2. Date Entries.
 - 3. Call attention to entry by “cloud” drawn around area and areas affected.
 - 4. Legibly mark to record actual changes made during construction, including, but not limited to:

1. Depths of various elements of foundation in relation to finished first floor data if not shown or where depth differs from that shown.
 2. Horizontal and vertical locations of existing and new Underground Facilities and appurtenances, and other underground structures, equipment, or Work. Reference to at least two measurements to permanent surface improvements.
 3. Location of internal utilities and appurtenances concealed in the construction referenced to visible and accessible features of the structure.
 4. Locate existing facilities, piping, equipment, and items critical to the interface between existing physical conditions or construction and new construction.
 5. Changes made by Addenda and Field Orders, Work Change Directive, Change Order, Written Amendment, and OWNER's written interpretation and clarification using consistent symbols for each and showing appropriate document tracking number.
5. Dimensions of Schematic Layouts: Show on record drawings, by dimension, the centerline of each run of items such as is described in previous subparagraph above.
- a) Clearly identify the item by accurate note such as "cast iron drain," "galvanized water" and the like.
 - b) Show, by symbol or note, vertical location of item ("under slab," "in ceiling plenum," "exposed," and the like).
 - c) Make identification so descriptive that it may be related reliably to Specifications.

1.4 SUBMITTALS

- A. At contract closeout, deliver Project Record Documents to OWNER.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

DIVISION 2 – SITE WORK

SECTION 02100
PREPARING RIGHT-OF-WAY

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. The work covered by this section consists of preparing right-of-way for construction operations by removing and disposing of all obstructions from the right-of-way and from designated easements, where removal of such obstructions is not otherwise provided for in the plans and specifications.
- B. Such obstructions shall be considered to include, but not limited to, foundations, floor slabs, concrete, brick, lumber, plaster, cisterns, abandoned utility pipes or conduits, fences, retaining walls, and all other debris, as well as buried concrete slabs, curbs, driveways, and sidewalks.
- C. This item shall also include the removal of trees, stumps, brushes, shrubs, brush, roots, vegetation, logs, rubbish, paved parking areas, miscellaneous stone, brick, drainage structures, manholes, inlets, scrap iron and all debris whether above or below ground except live utility facilities.
- D. The use of explosives will not be permitted on this project.
- E. It is the intent of this specification to provide for the removal and disposal of all obstructions to the new construction together with other objectionable materials not specifically provided for elsewhere by the plans and specifications.
- F. Unless shown otherwise on the plans, all fences along the right-of-way which are damaged, or removed temporarily by the CONTRACTOR shall be replaced by the CONTRACTOR to an equal or better condition at no additional cost to the owner.

1.2 MEASUREMENT AND PAYMENT

- A. Unless a separate bid item has been established, no separate payment will be made for preparing the right-of-way. Include cost in price bid for related work item.

1.3 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 – Specification sections, apply to work specified in this section.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.1 CONSTRUCTION METHODS

- A. Areas designated on the plans shall be cleared of all obstructions, vegetation, abandoned structures, etc., as defined above, except trees or shrubs specifically designated by the Engineer for preservation. Trees and shrubs designated for preservation shall be carefully trimmed as directed in other sections of the specifications and shall be protected from scarring, barking, or other injuries during construction operations. Exposed ends of pruned limbs shall be treated with an approved asphaltic material.

- B. Unless otherwise indicated on the plans, all underground obstruction shall be removed to the following depths:
1. In areas to receive embankment, two feet (2') below natural ground.
 2. In areas to be excavated, two feet (2') below the lowest elevation of the excavation.
 3. All other areas, two feet (2') below natural ground.
- C. Holes remaining after removal of all obstructions, objectionable materials, vegetation, etc. shall be backfilled and tamped as directed by the Engineer, and the entire area bladed to prevent ponding of water and to provide drainage. In areas that are to be immediately excavated, backfilling and blading may be eliminated if approved by Engineer. Areas to be used as borrow sites and material sources shall have all obstructions objectionable materials, vegetation, etc., removed to the complete extent necessary to prevent such objectionable matter from becoming mixed with the material to be used in the construction.
- D. Where a conduit is shown to be replaced, it shall be removed in its entirety and all connections to the existing line shall be extended to the new line. Where an existing conduit is to be cut and plugged, the line shall be cut back not less than two feet (2') long and shall be plugged by using a precast stopper grouted in place.
- E. Materials to be removed will be designated as "Non-Salvageable" and shall become the property of the CONTRACTOR and be removed from the site and disposed of properly, in accordance with all applicable, local, state, and Federal laws.

END OF SECTION

SECTION 02221
REMOVAL OF EXISTING PAVEMENTS, CURBS, AND STRUCTURES

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. Removing concrete paving, asphaltic concrete pavement, and base courses
- B. Removing concrete curbs, concrete curbs and gutters, sidewalks, and driveways
- C. Removing pipe culverts and sewers
- D. Removing existing inlets and manholes
- E. Removing miscellaneous structures of concrete or masonry

1.2 MEASUREMENT AND PAYMENT

- A. Unless a separate bid item has been established, no separate payment will be made for removing existing pavements and structures. Include cost in price bid for related work item.

1.3 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for disposal of debris.
- B. Coordinate removal work with utility companies.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.1 PREPARATION

- A. Obtain advance approval from ENGINEER for dimensions and limits of removal work.
- B. Identify known utilities below grade. Stake and flag locations.

3.2 PROTECTION

- A. Protect the following from damage or displacement.
 - 1. Adjacent public and private property.
 - 2. Trees, plants, and other landscape features designated to remain.
 - 3. Utilities designated to remain.
 - 4. Pavement and utility structures designated to remain.
 - 5. Benchmarks, monuments, and existing structures designated to remain.

3.3 REMOVALS

- A. Remove pavements and structures by methods that will not damage underground utilities. Do not use a drop hammer near existing underground utilities.
- B. Minimize the amount of earth loaded during removal operations.
- C. Where existing pavement is to remain, make straight saw cuts in existing pavement to provide clean breaks prior to removal. Do not break concrete pavement or base with drop hammer unless concrete or base has been saw cut to a minimum depth of 2-inches.
- D. Where street and driveway saw cut locations coincide or fall within 3-feet of existing construction or expansion joints, break out to existing joint.
- E. Remove sidewalks and curbs to nearest existing dummy, expansion, or construction joint.
- F. Where existing end of pipe culvert or end of sewer is to remain, install an 8-inch-thick masonry plug in pipe end prior to backfill.

3.4 BACKFILL

- A. Backfill of removal areas shall be in accordance with requirements of Section 02316 – EXCAVATION AND BACKFILL FOR STRUCTURES.

3.5 DISPOSAL

- A. Inlet frames, grates, and plates; and manholes frames and covers, may remain OWNER property. Disposal shall be in accordance with the requirements of Section 01576 – WASTE MATERIAL DISPOSAL.
- B. Remove from the site debris resulting from work under this section in accordance with requirements of Section 01576 – WASTE MATERIAL DISPOSAL.

END OF SECTION

**SECTION 02233
CLEARING AND GRUBBING**

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. Removing surface debris and rubbish.
- B. Clearing site of plant life and grass.
- C. Removing trees and shrubs.
- D. Removing root system of trees and shrubs.

1.2 MEASUREMENT AND PAYMENT

- A. Unit Prices:
 - 1. Payment for clearing and grubbing is on a lump sum basis.

1.3 REGULATORY REQUIREMENTS

- A. Conform to applicable codes for disposal of debris.
- B. Coordinate clearing work with utility companies.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.1 PREPARATION

- A. Verify that existing plant life and features designated to remain are identified and tagged.

3.2 PROTECTION

- A. Protect the following from damage and displacement.
 - 1. Living trees located 3-feet or more outside of the intersection of side slopes and original ground line.
 - 2. Plants other than trees and landscape features designated to remain.
 - 3. Utilities designated to remain.
 - 4. Benchmarks, monuments, and existing structures designated to remain.

3.3 CLEARING

- A. Remove stumps, main root ball, and root system to:
 - 1. A depth of 24-inches below the finished sub-grade elevation in the area bounded by lines two feet behind the back of curbs.

2. A dept of 24-inches below the finished surface of the required cross section for other areas.
- B. Clear undergrowth and deadwood without disturbing subsoil.
- C. Remove vegetation from topsoil scheduled for reuse.

3.4 REMOVAL

- A. Properly remove debris, rubbish, and extracted plant material life from the site.

END OF SECTION

SECTION 02717
FLEXIBLE BASE COURSE (CALICHE)

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. Foundation course of flexible base and/or crushed stone.

1.2 MEASUREMENT AND PAYMENT

- A. Unit price
 - 1. No separate measurement or payment under this section. Include cost of work performed in price bid for related work item.

PART 2 – PRODUCTS

2.1 FLEXIBLE BASE COURSE

- A. Argillaceous limestone, calcareous or calcareous clay particles with or without stone, conglomerate, gravel, sand, or other granular materials.
- B. Types “A, B, or C”, Grades 1 through 3, conforming to Item No. 247, of the Texas Department of Transportation Standard Specifications, 2004 edition.
- C. Plasticity index (PI) of twelve (12) maximum and five (5) minimum.
- D. The source of the material shall be approved by the OWNER.
- E. Sampling and testing shall conform to the specifications.
- F. Stones greater than three (3) inches in any direction shall be removed from the street during construction.

PART 3 – EXECUTION

3.1 APPLICATION OF FLEXIBLE BASE COURSE

- A. Flexible base material shall be placed on the approved sub-grade in course not to exceed eight (8) inches compacted lifts. The CONTRACTOR is responsible for ensuring that the required amount of materials is delivered and uniformly spread and shaped. All material shall be moved from the place where it is dumped by cutting in windrows. Once material has been cut into windrows, it shall then be sprinkled, spread, and shaped, and rolled in proper sequence to prevent segregation and as necessary for required compaction.
- B. Surface upon completion shall be smooth and in conformity with typical section and to the established lines and grades. Any deviation in excess of 1/4-inch in cross section and in length of sixteen (16) feet measured longitudinally shall be corrected. All irregularities, depressions, or weak spots shall be corrected.

- C. Flexible base shall be compacted to an apparent dry density of not less than ninety-eight percent (98%) of the maximum dry density as determined in accordance with the Texas Department of Highways and Public Transportation Specifications, 1982; Test Method TEX 113-E. Tests for density will be made within twenty-four (24) hours after compaction operations are completed. Testing shall be requested by the CONTRACTOR. If the material fails to meet the density specified, it shall be reworked as necessary to meet the density required. The moisture shall not be more than three percent (3%) above or below the optimum. The base surface shall be kept moist until it is ready to be sealed. The density and moisture may be re-tested if not sealed when it is cured.
- D. Should the base course, for any reason or cause, lose the required stability, density or finish before the surface is completed the CONTRACTOR shall be responsible, at his expense, to re- compacted, refinished, and retested.

END OF SECTION

SECTION 02771
CONCRETE CURB AND SIDEWALK

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. The following is a list of standards which may be referenced in this Section.
1. American Association of State Highway and Transportation Officials (AASHTO): T99, Standard Specification for the Moisture-Density Relations of Soils Using a 2.5 kg (5.5 pound) Rammer and a 305 mm (12 in.) Drop.
 2. American Concrete Institute (ACI): 304 R, Guide for Measuring, Mixing, Transporting, and Placing Concrete.
 3. ASTM International (ASTM):
 - a) C94, Standard Specification for Ready-Mixed Concrete.
 - b) C309, Standard Specification for Liquid Membrane-Forming Compounds for curing Concrete.
 - c) D994, Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
 4. Standard Specification: State of Texas.

1.2 MEASUREMENT AND PAYMENT

- A. Unit Price.
1. Payment for concrete curbs is on a linear foot basis.
 2. Payment for sidewalks is on a square foot basis.

1.3 SUBMITTALS

- A. Action Submittals:
1. Form Material: Information on metal forms, if used, including type, condition, surface finish, and intended function.
 2. Complete data on concrete mix, including aggregate gradations and admixtures in accordance with requirements of ASTM C94.
- B. Informational Submittals:
1. Curing Compound: Manufacturer's Certificate of Compliance and application instructions.
 2. Ready-mix delivery ticket for each truck in accordance with ASTM C94.

1.4 QUALITY ASSURANCE

- A. Regulatory Requirements: Conform to the State of Texas Standard Specifications for Highway Construction.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Conform to the requirements of the referenced Standard Specification.

2.2 EXPANSION JOINT FILLER

- A. Preformed asphalt-impregnated, expansion joint material meeting ASTM D994, ½ inch thick.

2.3 CONCRETE

- A. Ready-mixed meeting ASTM C94, Option A, with compressive strength of 2,500 psi at 28 days.
- B. Maximum Aggregate Size: 1-1/2 inch.
- C. Slump: 2 inches to 4 inches.

2.4 CURING COMPOUND

- A. Liquid membrane forming, clear or translucent, suitable for spray application and meeting ASTM C309, Type 1.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Perform Work in accordance with the referenced Standard Specification.

3.2 FORMWORK

- A. Lumber Materials:
 - 1. 2-inch dressed dimension lumber, or metal of equal strength, straight, free from defects that would impair appearance or structural quality of completed curb and sidewalk.
 - 2. 1-inch dressed lumber, or plywood may be used where short-radius completed curb and sidewalk.
- B. Metals: Steel in new undamaged condition.
- C. Setting Forms:
 - 1. Construct forms to shape, lines, grades, and dimensions.
 - 2. Stake securely in place.
- D. Bracing:
 - 1. Brace forms to prevent change of shape or movement resulting from placement.

2. Construct short-radius curved forms to exact radius.
- E. Tolerances:
1. Do not vary tops of forms from grade line more than 1/8 inch when checked with 10-foot straightedge.
 2. Do not vary alignment of straight sections more than 1/8 inch in 10 feet.

3.3 PLACING CONCRETE

- A. Prior to placing concrete, remove water from excavation and debris and foreign material from forms.
- B. Place concrete as soon as possible, and within 1-1/2 hours after adding cement to mix without segregation or loss of ingredients, and without splashing.
- C. Place, process, finish, and cure concrete in accordance with applicable requirements of ACI 304, and this section. Wherever requirements differ, the more stringent shall govern.
- D. To compact, vibrate until concrete becomes uniformly plastic.

3.4 CURB CONSTRUCTION

- A. Construct ramps at pedestrian crossings.
- B. Expansion Joints: Place at maximum 45-foot intervals and at the beginning and end of curved portions of curb, and at connections to existing curbs. Install expansion joint filler at each joint.
- C. Curb Facing: Do not allow horizontal joints within 7 inches from top of curb.
- D. Construction Joints:
 1. Maximum 15-foot intervals in curb.
 2. Provide open joint type by inserting thin, oiled steel sheet vertically in fresh concrete to force coarse aggregate away from joint.
 3. Insert steel sheet to full depth of curb.
 4. Remove steel sheet with sawing motion after initial set has occurred in concrete and prior to removing front curb form.
 5. Finish the top of curb with steel trowel and finish edges with steel edging tool.
- E. Front Face:
 1. Remove the front form and finish exposed surfaces when concrete has set sufficiently to support its own weight.

2. Finish formed face by rubbing with burlap sack or similar device to produce uniformly textured surface, free of form marks, honeycomb, and other defects.
 3. Remove and replace defective concrete.
 4. Apply curing compound to exposed surfaces of curb upon completion of finishing.
 5. Continue curing for a minimum of 5 days.
- F. Backfill curb with earth upon completion of curing period, but not before 7 days has elapsed since placing concrete.
1. Backfill shall be free from rocks 2 inches and larger and other foreign material.
 2. Compact backfill firmly.

3.5 SIDEWALK CONSTRUCTION

- A. Thickness:
1. 4 inches in walking areas.
 2. 6 inches in driveway areas
- B. Connection to Existing Sidewalk:
1. Remove old concrete back to an existing contraction joint.
 2. Clean the surface.
 3. Apply neat cement paste immediately prior to placing new sidewalk.
- C. Expansion Joints: Place in adjacent curb, where sidewalk ends of curb, and around posts, poles, or other objects penetrating sidewalk. Install expansion joint filler at each joint.
- D. Contraction Joints:
1. Provide transversely to walks at locations opposite contraction joints in curb.
 2. Dimensions: 3/16-inch by 1-inch weakened plane joints.
 3. Construct straight and at right angles to surface of walks.
- E. Finish:
1. Broom surface with fine-hair broom at right angles to length of walk and tool at edges, joints, and markings.
 2. Mark walks transversely at 5-foot intervals with jointing tool; finish edges with rounded steel edging tool.

3. Apply curing compound to exposed surfaces upon completion of finishing.
- F. Protect sidewalk from damage and allow to cure for at least 7 days.

END OF SECTION

**SECTION 02951
PAVEMENT REPAIR AND RESURFACING**

PART 1 – GENERAL

1.1 SCOPE SUMMARY

- A. Repairing and resurfacing streets, highways, driveways, sidewalks, and other pavements that have been cut, broken, or otherwise damaged during construction.

1.2 MEASUREMENT AND PAYMENT

- A. Unit Prices.
1. No separate payment will be made for pavement repair and resurfacing under this Section. Payment will be in accordance with Measurement and Payment for work as required in appropriate sections.
 2. Refer to Section 01025 – MEASUREMENT AND PAYMENT for unit price procedures.
- B. Stipulated Price (Lump Sum). If Contract is Stipulated Price Contract, payment for Work in this Section is included in the total Stipulated Price.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Subgrade
1. Provide backfill material as required by applicable excavation and fill sections (Sections 02317 through 02320).
 2. Provide material for stabilization as required which may include the following:
 - a) Lime – Type A Hydrated Lime; Type B Commercial Lime Slurry; or Type C Quicklime.
 - b) Lime/Fly-Ash – Lime as described above. Fly ash shall consist of residue or ash remaining after burning finely pulverized coal at high temperatures conforming to requirements of ASTM C 618, Type C or F and following: Minimum CaO content of 20 percent, Loss on ignition not to exceed 3 percent. Fly ash shall not contain any ignite ash.
 - c) Portland Cement- ASTM C 150 Type I; bulk or sacked
- B. Base
1. Provide base material as required by applicable portions of Section 02717 – FLEXIBLE BASE COURSE (CALICHE).
- C. Pavement

1. Provide paving materials as required by applicable portions of Section 02745 – ASPHALTIC CONCRETE PAVEMENT.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Notify OWNER prior to commencement of excavation of pavement for which an excavation permit has been obtained. Follow directions contained in the permit.
- B. Conform to requirement of Section 02221 – REMOVAL OF EXISTING PAVEMENTS, CURBS, AND STRUCTURES for removal.
- C. Saw cut pavement 18 inches wider than width of trench needed to install utilities unless otherwise indicated on Drawings.
- D. When removing pavement to existing deformed metal strip (i.e. dummy joint), saw cut pavement minimum 2 inches deep on opposite side of deformed metal strip. Place saw joint far enough behind deformed metal strip to obtain continuously straight joint. Remove damaged portion of deformed metal strip as required to provide proper joint. Saw cut and remove metal strip before placement of new concrete pavement.
- E. Protect edges of existing pavement to remain from damage during removals, utility placement, backfill, and paving operations. For concrete pavement, protect undisturbed subgrade that is to remain to support replacement slab.
- F. Dowel in existing pavement where no reinforcement is found or is broken due to construction activities. Unless otherwise directed by OWNER, provide No.6 bars 24 inches long, drilled and embedded 8 inches into center of existing slab with 'PO-ROC' epoxy grout or approved equal. Space dowels to match new pavement reinforcement spacing.
- G. Provide transitional paving and earthwork as required to tie proposed pavement to existing pavement when unable to dowel new pavement into existing pavement.

3.2 INSTALLATION

- A. Parking Areas, Service Drives, Driveways, and Sidewalks: Replace with material equal to or better than existing or as indicated on Drawings. Conform to applicable requirements of sections referenced in Paragraph 2.1, Materials.
- B. Street Pavements and Curbs, Curbs and Gutters: Replace subgrade, base, and surface course with like materials or as indicated on Drawings. Curbs and curbs and gutters shall match existing. Conform to requirements of sections referenced in Paragraph 2.1, Materials.
- C. For concrete pavement, install size and length of reinforcing steel and pavement thickness
- D. As indicated on Drawings. Place types and spacing of joints to match existing or as indicated on Drawings.
- E. Where existing pavement consists of concrete pavement with asphaltic surfacing, resurface with minimum 2-inch depth asphaltic pavement.

- F. Repair state highway and county crossings in accordance with TxDOT permit or county requirements as appropriate and within 1 week after utility work is installed.

3.3 WASTE MATERIAL DISPOSAL

- A. Dispose of waste material in accordance with requirements of all federal, state, and local regulations.

3.4 PROTECTION

- A. Maintain pavement in good condition until Completion of Work.
- B. B. Replace pavement damaged by CONTRACTOR's operations at no cost to OWNER.

END OF SECTION

DIVISION 3 – CONCRETE

SECTION 03100
CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Form-facing material for cast-in-place concrete.
 - 2. Form liners.
 - 3. Insulating concrete forms.
 - 4. Shoring, bracing, and anchoring.

1.3 DEFINITIONS

- A. Form-Facing Material: Temporary structure or mold for the support of concrete while the concrete is setting and gaining sufficient strength to be self-supporting.
- B. Formwork: The total system of support of freshly placed concrete, including the mold or sheathing that contacts the concrete, as well as supporting members, hardware, and necessary bracing.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at **Project site**.
 - 1. Review the following:
 - a. Special inspection and testing and inspecting agency procedures for field quality control.
 - b. Construction, movement, contraction, and isolation joints
 - c. Forms and form-removal limitations.
 - d. Shoring and reshoring procedures.
 - e. Anchor rod and anchorage device installation tolerances.

1.5 ACTION SUBMITTALS

- A. Product Data: For each of the following:
 - 1. Exposed surface form-facing material.

2. Concealed surface form-facing material.
 3. Form ties.
 4. Waterstops.
 5. Form-release agent.
- B. Shop Drawings: Prepared by, and signed and sealed by, a qualified professional engineer responsible for their preparation, detailing fabrication, assembly, and support of forms.
1. For exposed vertical concrete walls, indicate dimensions and form tie locations.
 2. Indicate dimension and locations of construction and movement joints required to construct the structure in accordance with ACI 301.
 - a. Location of construction joints is subject to approval of the Architect.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing and inspection agency.
- B. Research Reports: For insulating concrete forms indicating compliance with International Code Council Acceptance Criteria AC308.
- C. Field quality-control reports.
- D. Minutes of preinstallation conference.

1.7 QUALITY ASSURANCE

- A. Testing and Inspection Agency Qualifications: An independent agency, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Concrete Formwork: Design, engineer, erect, shore, brace, and maintain formwork, shores, and reshores in accordance with ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.
 1. Design wood panel forms in accordance with APA's "Concrete Forming Design/Construction Guide."
 2. Design formwork to limit deflection of form-facing material to 1/240 of center-to-center spacing of supports.
- B. Design, engineer, erect, shore, brace, and maintain insulating concrete forms in accordance with ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads, so that resulting concrete conforms to the required shapes, lines, and dimensions.

2.2 FORM-FACING MATERIALS

A. As-Cast Surface Form-Facing Material:

1. Provide continuous, true, and smooth concrete surfaces.
2. Furnish in largest practicable sizes to minimize number of joints.
3. Acceptable Materials: As required to comply with Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete, and as follows:
 - a. Plywood, metal, or other approved panel materials.
 - b. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - 1) APA MDO (medium-density overlay); mill-release agent treated and edge sealed.

B. Concealed Surface Form-Facing Material: Lumber, plywood, metal, plastic, or another approved material.

1. Provide lumber dressed on at least two edges and one side for tight fit.

2.3 RELATED MATERIALS

- A. Reglets: Fabricate reglets of not less than 0.022-inch- thick, galvanized-steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.
- B. Dovetail Anchor Slots: Hot-dip galvanized-steel sheet, not less than 0.034 inch (0.85 mm) thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- D. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.
- E. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
 2. Form release agent for form liners shall be acceptable to form liner manufacturer.
- F. Form Ties: Factory-fabricated, removable or snap-off, glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
1. Furnish units that leave no corrodible metal closer than 1 inch of the plane of exposed concrete surface.

PART 3 - EXECUTION

3.1 INSTALLATION OF FORMWORK

- A. Comply with ACI 301.
- B. Construct formwork, so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 and to comply with the Surface Finish designations specified in Section 033000 "Cast-In-Place Concrete" for as-cast finishes.
- C. Limit concrete surface irregularities as follows:
 - 1. Surface Finish-3.0: ACI 117 Class A, 1/8 inch.
- D. Construct forms tight enough to prevent loss of concrete mortar.
 - 1. Minimize joints.
 - 2. Exposed Concrete: Symmetrically align joints in forms.
- E. Construct removable forms for easy removal without hammering or prying against concrete surfaces.
 - 1. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces.
 - 2. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 - 3. Install keyways, reglets, recesses, and other accessories, for easy removal.
- F. Do not use rust-stained, steel, form-facing material.
- G. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces.
 - 1. Provide and secure units to support screed strips
 - 2. Use strike-off templates or compacting-type screeds.
- H. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible.
 - 1. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar.
 - 2. Locate temporary openings in forms at inconspicuous locations.
- I. **Do not chamfer** exterior corners and edges of permanently exposed concrete.
- J. At construction joints, overlap forms onto previously placed concrete not less than 12 inches.
- K. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work.
 - 1. Determine sizes and locations from trades providing such items.
 - 2. Obtain written approval of Architect prior to forming openings not indicated on Drawings.

- L. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection.
 - 1. Locate ports and openings in bottom of vertical forms, in inconspicuous location, to allow flushing water to drain.
 - 2. Close temporary ports and openings with tight-fitting panels, flush with inside face of form, and neatly fitted, so joints will not be apparent in exposed concrete surfaces.
- M. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- N. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- O. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 INSTALLATION OF EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete.
 - 1. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.
 - 3. Install dovetail anchor slots in concrete structures, as indicated on Drawings.
 - 4. Clean embedded items immediately prior to concrete placement.

3.3 INSTALLATION OF INSULATING CONCRETE FORMS

- A. Comply with ACI 301 and manufacturer's instructions.
- B. Construct formwork, so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Install forms in running bond pattern.
 - 1. Align joints.
 - 2. Align furring strips.
- D. Construct forms tight to prevent loss of concrete mortar.
- E. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work.
 - 1. Determine sizes and locations from trades providing such items.
 - 2. Obtain written approval of Architect prior to forming openings not indicated on Drawings.
- F. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection.

1. Locate ports and openings in bottom of vertical forms, in inconspicuous location, to allow flushing water to drain.
 2. Close temporary ports and openings with tight fitting panels, flush with inside face of form, and neatly fitted, so joints will not be apparent in exposed concrete surfaces.
- G. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- H. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- I. Shore insulating concrete forms to ensure stability and to resist stressing imposed by construction loads.

3.4 REMOVING AND REUSING FORMS

- A. Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for **24** hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.
1. Leave formwork for beam soffits, joists, slabs, and other structural elements that support weight of concrete in place until concrete has achieved **at least 75 percent of** its 28-day design compressive strength.
 2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- B. Clean and repair surfaces of forms to be reused in the Work.
1. Split, frayed, delaminated, or otherwise damaged form-facing material are unacceptable for exposed surfaces.
 2. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints.
1. Align and secure joints to avoid offsets.
 2. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.5 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a **special inspector** to perform field tests and inspections and prepare test reports.
- B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- C. Inspections:
1. Inspect formwork for shape, location, and dimensions of the concrete member being formed.

2. Inspect insulating concrete forms for shape, location, and dimensions of the concrete member being formed.

END OF SECTION

SECTION 03200 CONCRETE REINFORCING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Steel reinforcement bars.
 - 2. Welded-wire reinforcement.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at **Project site**.
 - 1. Review the following:
 - a. Special inspection and testing and inspecting agency procedures for field quality control.
 - b. Construction contraction and isolation joints.
 - c. Steel-reinforcement installation.

1.3 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Each type of steel reinforcement.
 - 2. Zinc repair material.
 - 3. Bar supports.
- B. Shop Drawings: Comply with ACI SP-066:
 - 1. Include placing drawings that detail fabrication, bending, and placement.
 - 2. Include bar sizes, lengths, materials, grades, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, location of splices, lengths of lap splices, details of mechanical splice couplers, details of welding splices, tie spacing, hoop spacing, and supports for concrete reinforcement.
 - 3. For structural thermal break insulated connection system, indicate general configuration, insulation dimensions, tension bars, compression pads, shear bars, and dimensions.
- C. Construction Joint Layout: Indicate proposed construction joints required to build the structure.
 - 1. Location of construction joints is subject to approval of Architect.
- D. Delegated Design Submittal: For structural thermal break insulated connection system, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Statements: For **delegated design engineer**.
- B. Delegated Design Engineer Qualifications: Include the following:
 - 1. Experience providing delegated design engineering services of the type indicated.
 - 2. Documentation that delegated design engineer is licensed in the **state** in which Project is located.
- C. Material Test Reports: For the following, from a qualified testing agency:
 - 1. Steel Reinforcement:
 - a. For reinforcement to be welded, mill test analysis for chemical composition and carbon equivalent of the steel in accordance with ASTM A706/A706M.
- D. Field quality-control reports.
- E. Minutes of preinstallation conference.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency, **acceptable to authorities having jurisdiction**, qualified in accordance with ASTM C1077 and ASTM E329 for testing indicated.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.
 - 1. Store reinforcement to avoid contact with earth.
 - 2. Do not allow epoxy-coated reinforcement to be stored outdoors for more than 60 days without being stored under an opaque covering.
 - 3. Do not allow dual-coated reinforcement to be stored outdoors for more than 60 days without being stored under an opaque covering.
 - 4. Do not allow stainless steel reinforcement to come into contact with uncoated reinforcement.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A615/A615M, **Grade 60** deformed.
- B. Deformed-Steel Welded-Wire Reinforcement: ASTM A1064/A1064M, flat sheet.

2.2 REINFORCEMENT ACCESSORIES

- A. Joint Dowel Bars: ASTM A615/A615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.

- B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place.
 - 1. Manufacture bar supports from steel wire, plastic, or precast concrete in accordance with CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
 - a. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire, all-plastic bar supports, or CRSI Class 2 stainless steel bar supports.
- C. Steel Tie Wire: ASTM A1064/A1064M, annealed steel, not less than 0.0508 inch in diameter.
 - 1. Finish: **Plain**.

2.3 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protection of In-Place Conditions:
 - 1. Do not cut or puncture vapor retarder.
 - 2. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.

3.2 INSTALLATION OF STEEL REINFORCEMENT

- A. Comply with CRSI's "Manual of Standard Practice" for placing and supporting reinforcement.
- B. Accurately position, support, and secure reinforcement against displacement.
 - 1. Locate and support reinforcement with bar supports to maintain minimum concrete cover.
 - 2. Do not tack weld crossing reinforcing bars.
- C. Preserve clearance between bars of not less than 1 inch, not less than one bar diameter, or not less than 1-1/3 times size of large aggregate, whichever is greater.
- D. Provide concrete coverage in accordance with ACI 318.
- E. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- F. Splices: Lap splices as indicated on Drawings.
 - 1. Bars indicated to be continuous, and all vertical bars to be lapped not less than 36 bar diameters at splices, or 24 inches, whichever is greater.

2. Stagger splices in accordance with ACI 318.

3.3 JOINTS

- A. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
 1. Place joints perpendicular to main reinforcement.
 2. Continue reinforcement across construction joints unless otherwise indicated.
 3. Do not continue reinforcement through sides of strip placements of floors and slabs.
- B. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length, to prevent concrete bonding to one side of joint.

3.4 INSTALLATION TOLERANCES

- A. Comply with ACI 117.

3.5 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a **special inspector** to perform field tests and inspections and prepare test reports.
- B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- C. Inspections:
 1. Steel-reinforcement placement.
- D. Manufacturer's Inspections: Engage manufacturer of structural thermal break insulated connection system to inspect completed installations prior to placement of concrete, and to provide written report that installation complies with manufacturer's written instructions.

END OF SECTION

2. Inspect insulating concrete forms for shape, location, and dimensions of the concrete member being formed.

END OF SECTION

DIVISION 5 – METALS

SECTION 05120

STRUCTURAL STEEL

PART 1 - GENERAL

1.1 SCOPE SUMMARY

- A. Section Includes:
 - 1. Structural steel, including the fabrication and erection of framing and bracing members, including connections.
- B. Related Sections include but are not necessarily limited to:
 - 1. Division 0 - Bidding Requirements, Contract Forms, and Conditions of the Contract.
 - 2. Division 1 - General Requirements.
 - 3. Section 05500 - Metal Fabrications
 - 4. Section 09900 - Painting and Protective Coatings.

1.2 QUALITY ASSURANCE

- A. Referenced Standards:
 - 1. American Institute of Steel Construction (AISC):
 - a. Specifications for Structural Steel Buildings (referred to herein as AISC Specification).
 - b. Code of Standard Practice for Steel Buildings and Bridges dated March 7, 2000.
 - c. Quality Certification Program for Fabricators
 - d. Erector Certification Program.
 - e. Manual of Steel Construction.
 - 2. American National Standards Institute (ANSI):
 - a. B18.22.1, Plain Washers.
 - 3. ASTM International (ASTM):
 - a. A2, Standard Specification for Carbon Steel Girder Rails of Plain, Grooved, and Guard Types.
 - b. A6, Standard Specification for General Requirements for Rolled Steel Plates, Shapes, Sheet Piling, and Bars for Structural Use.
 - c. A36, Standard Specification for Carbon Structural Steel.
 - d. A53, Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 - e. A108, Standard Specification for Steel Bars, Carbon, Cold Finished, Standard Quality.
 - f. A153, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 - g. A307, Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.
 - h. A325, Standard Specification of Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
 - i. A354, Standard Specification for Quenched and Tempered Alloy Steel Bolts, Studs, and Other Externally Threaded Fasteners.
 - j. A449, Standard Specification for Quenched and Tempered Steel Bolts and Studs.
 - k. A490, Standard Specification for Heat-Treated Steel Structural Bolts.
 - l. A496, Standard Specification for Steel Wire, Deformed, for Concrete Reinforcement.
 - m. A500, Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
 - n. A501, Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
 - o. A563, Standard Specification for Carbon and Alloy Steel Nuts.
 - p. A572, Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel.

- q. A582, Standard Specification for Free-Machining Stainless Steel Bars.
 - r. A992, Standard Specification for Steel for Structural Shapes for Use in Building Framing.
 - s. F436, Standard Specification for Hardened Steel Washers.
 - t. F593, Standard Specification for Stainless Steel Bolts, Hex Caps Screws and Studs.
 - u. F959, Standard Specification for Compressible Washer Type Direct Tension Indicators for Use with Structural Fasteners.
 - v. F1554, Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength.
- 4. Specification for Structural Joints using ASTM A325 or A490 Bolts as approved by the Research Council on Structural Connections (RCSC) of the Engineering Foundation (referred to herein as Specification for Structural Joints).
 - 5. American Welding Society (AWS):
 - a. A5.1, Standard Specification for Carbon Steel Electrodes for Shielded Metal Arc Welding.
 - b. A5.5, Standard Specification for Low-Alloy Steel Covered Arc-Welding Electrodes.
 - c. A5.17, Standard Specification for Carbon Steel Electrodes and Fluxes for Submerged Arc Welding.
 - d. A5.18, Specification for Carbon Steel Electrodes for Gas Metal-Arc Welding.
 - e. A5.20, Specification for Carbon Steel Electrodes for Flux-Cored Arc Welding.
 - f. A5.23, Specification for Low-Alloy Steel Electrodes and Fluxes for Submerged Arc Welding.
 - g. A5.28, Specification for Low-Alloy Steel Electrodes and Rods for Gas Shielded Arc Welding.
 - h. D1.1, Structural Welding Code Steel (referred herein as AWS Code).
 - i. Steel stud connectors and their installation to comply with requirements of AWS Code.
 - 6. Building Code: 2012 International Building Code (IBC-12).
- B. Qualifications:
- 1. Steel fabricator: Minimum of 5 years experience in fabrication of structural steel.
 - a. Use a professional engineer on fabrication staff.
 - 2. Steel erector: Minimum of 5 years of experience in erection of structural steel.
 - a. With an active and enforced quality assurance program in place, as described in the Code.
 - 3. Qualify welding procedures and welding operators in accordance with AWS.
 - 4. Structural steel connections design: Professional engineer registered in the State of Texas.

1.3 SUBMITTALS

- A. Shop Drawings:
- 1. See Section 01330.
 - 2. Fabrication and/or layout drawings:
 - a. Prepare Shop Drawings under National Institute of Steel Detailing Quality Procedures Program certification.
 - b. Complete Shop Drawings for all of the work showing clearly all pieces, sizes, dimensions, details, connections materials and shop coatings.
 - 1) All Shop Drawings must be checked and signed "approved" before submittal.
 - 2) Show all cuts, copes, and holes.
 - 3) Indicate all shop and field bolts.
 - 4) Indicate all shop and field welds using AWS symbols.
 - 5) Be reviewed and sealed by a professional engineer retained by Contractor to verify conformance with design criteria stipulated in the Contract Documents.
 - c. Prepare complete erection drawings showing the location and marks of all pieces.
 - 1) Copies of up-to-date erection drawings shall accompany the Shop Drawings. Use match marks on the erection drawings to indicate the sheet number on which each particular member is detailed.

- d. Correct any incorrect or unacceptable material or fabrication due to incorrect detailing, shop work, or erection, without additional charge.
- 3. Product technical data including:
 - a. Acknowledgement that products submitted meet requirements of standards referenced.
 - b. Manufacturer's installation instructions.
 - c. Detailed supplemental specification relating to load indicator washers or high-strength bolts - alternate design for approval of Engineer (submitted at Contractor's option if desired by Contractor for use).
 - d. Source and certification of quality for high-strength bolts, nuts and washers.
- 4. Certifications:
 - a. Certificates of compliance with standards specified for all major components and fasteners incorporated into work.
 - b. Copies of current welding certificates for each welder assigned to perform welding indicating compliance with testing specified by AWS.
 - c. Welder qualification data and prequalified procedures.
- 5. Test reports:
 - a. Certified copies of mill tests.
 - b. Manufacturer's load test and temperature sensitivity data for expansion anchor bolts and adhesive anchor bolts.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Handle and store steel members above ground on skids or other supports.
 - 1. Keep free of dirt and other foreign material and protect against corrosion.

1.5 DEFINITION

- A. Code: AISC Code of Standard Practice for Steel Buildings and Bridges.
- B. Owner: May mean the Owner's Designated Representative for Construction as defined by the Code.
- C. Galvanizing: Hot-dipped galvanizing per ASTM A153 with minimum coating of 2.0 OZ of zinc per square foot of metal (average of specimens) unless noted otherwise or dictated by standard.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:
 - 1. High-strength bolts:
 - a. Bethlehem Steel Corporation.
 - b. Lewis Bolt & Nut Company.
 - c. Nucor Fasteners.
 - d. St. Louis Screw and Bolt Company.
 - 2. Load indicator washers for high-strength bolts:
 - a. Bethlehem Steel Corporation.
 - b. Mid-South Bolt and Screw Co., Inc.
 - c. J and M Turner, Inc.
 - 3. Alternate design high-strength bolts:
 - a. T. C. Bolt Corporation.
 - b. Construction Fastener Systems Division of Bristol Machine Company.
 - c. LeJuene Bolt Co.
 - 4. Headed studs and deformed bar anchors:
 - a. Nelson Stud Welding Division, TRW, Inc.
 - b. Stud Welding Products, Inc.

5. Expansion anchor bolts: See Specification 05500.
6. Adhesive anchors bolts: See Specification 05500.
7. Anchor bolt sleeves:
 - a. Sinco/Wilson.

2.2 MATERIALS

- A. Steel, Structural Shapes and Plate (unless noted otherwise on Drawings):
 1. All W-shapes and WT-shapes: ASTM A572, Grade 50.
 - a. Provide ASTM A572, Grade 50 with special requirements per AISC Technical Bulletin #3, New Shape Material, dated March 3, 1997.
 - b. ASTM A992 may be used in lieu of ASTM A572, Grade 50.
 2. All other plates and rolled shapes: ASTM A36.
- B. Plate and Bar: ASTM A36.
- C. Pipe: ASTM A53, Grade B (Type E or S) ($F_y=35$).
- D. Hollow Structural Sections (HSS):
 1. Round: ASTM A500, Grade B ($F_y=42$).
 2. Square or rectangular: ASTM A500, Grade B ($F_y=46$).
- E. High-Strength Bolts, Nuts and Washers, ASTM A325 with A563 nuts, galvanized.
 1. High-strength bolts:
 - a. Provide two ASTM F436 washers for all bolts.
 - b. Provide beveled washers at connections of sloped/tapered sections.
 2. High-strength bolts with load indicating devices, ASTM F959, Type 325.
 - a. Provide at Contractor's option and subject to approval of Engineer.
 3. Alternate high-strength design:
 - a. Provide at Contractor's option and subject to approval of Engineer.
- F. Bolts and Nuts, Unfinished: ASTM A307, Grade A.
- G. Washers, Plain (Unfinished Bolts): ANSI B18.22.1, Type B.
- H. Welding Electrodes (AWS):
 1. Shielded metal arc: AWS A5.1 or AWS A5.5, E70XX or E801X-X.
 2. Submerged arc: AWS A5.17 or A5.23, F7XX-EXXX or F8XX-EXXX-XX.
 3. Gas metal arc: AWS A5.18, E70S-X or E70U-1 or AWS A5.28, ER805-XX, E80C-XXX.
 4. Flux cored arc: AWS A5.20, E7XT-X (except 2, 3, 10, GS), AWS A5.29, E7XT-X or E8XTX-X, E8XTX-XM.
- I. Anchor Rods and Bolts:
 1. ASTM F1554, Grade 55 with weldability supplement S1 for threaded rods, galvanized.
 2. ASTM A307, Grade A for headed bolts, galvanized.
 3. ASTM F593 type 316 stainless steel with matching nut and washer.
 4. Reference drawings for definition of where stainless steel anchor bolts should be used.
- J. Headed Studs and Deformed Bar Anchors:
 1. Studs: ASTM A108, complying with AWS Code Section 7, Type B; minimum yield strength 50,000 psi, minimum tensile strength 60,000 psi.
 - a. Uniform diameter.
 - b. Heads: Concentric and normal to shaft.
 - c. Weld end: Chamfered and solid flux.
 2. Deformed anchor bars: ASTM A496, complying with AWS Code Section 7 Type C. Minimum yield strength 70,000 psi. Minimum tensile strength 80,000 psi.
 - a. Straight, unless indicated otherwise.
 - b. Solid flux.
 3. After welding, remove ceramic ferrules and maintain free from any substance which would interfere with function, or prevent bonding to concrete.

- K. Nonshrink Grout: See Division 3.
- L. Crane Rails: Controlled-cooled, open-hearth carbon steel ASCE rails per ASTM A2, Class A, #1 rails, unless noted otherwise, of size and weight indicated. Furnish rails with milled tight end joints suitable for crane service, with standard drilling, removable end stops and all related accessories required, including:
 - 1. Joint bars: Match rail section and properties, drilled to match rail drilling.
 - 2. Joint bar bolts and nuts: High strength.
 - 3. Hardened washer: ASTM F436 for bar bolts.
 - 4. Except as indicated otherwise, two-bolt type fixed or floating rail clamps to suit the conditions, of forged or pressed steel, complete with ASTM A325 bolts, reversible fillers, and self-locking nut or nut and lock washer.
- M. Expansion Anchor Bolts and Adhesive Anchor Bolts for Fastening to Concrete: See Section 05500, Metal Fabrication.

2.3 FABRICATION

- A. Comply with requirements of applicable building codes and AISC Specification with modifications and additional requirements specified herein.
 - 1. Identify high-strength steel material in fabricated members in accordance with ASTM A6.
- B. Minimize the amount of field welding. Shop assemble components into largest size possible commensurate with transportation and handling limitations.
 - 1. Shop connections: Bolted with high-strength bolts or welded.
- C. Connection Details:
 - 1. Connections not fully detailed on Drawings shall be designed by a Professional Engineer registered in the State of Texas, retained by Contractor, based on requirements of Contract Documents.
 - 2. Where beam reactions or framing forces are shown on Drawings, design beam connection to support reaction shown.
 - 3. Where no reactions are shown each beam connection shall be designed to support one-half of total uniform load capacity tabulated in AISC tables for "Uniform Load Constants for Beams" for the given shape, span and steel specified.
 - 4. Where indicated on the Drawings, design beam connections for the axial load or transfer forces indicated in addition to the shear value indicated above.
 - 5. Design bracing connections for loads indicated on the Drawings.
- D. Provide as a minimum, two 3/4 IN DIA, high-strength bolts for all bolted connections.
- E. Provide bearing type connections for all bolted connections, unless specified otherwise or required to be slip-critical by the RCSC Specification for Structural Joints.
- F. One-sided or other types of eccentric connections not indicated will not be permitted without prior approval.
- G. Field Connections: Provide bolts for all field connections except where shown otherwise on the Drawings.
 - 1. Use high-strength bolts unless shown or specified otherwise.
 - 2. Use of high-strength bolts: Conform to RCSC's "Specifications for Structural Joints Using ASTM A325 or A490 Bolts," as approved by Specification for Structural Joints, and published by AISC.
 - 3. If structural steel details (field welds versus shop welds, etc.) shown on design Drawings are not compatible with selected erection procedures, submit proposed modifications for review.
 - 4. Connections to structural steel provided by others: Provide all connectors and coordinate location of bolt holes to match connection holes in steel provided by others.
- H. Accurately mill column end bearing surfaces to true plane.

- I. Fabricate and erect beams with non-specified camber in accordance with AISC Specification Chapter L1.
- J. Cut, drill, or punch holes at right angles to surface of metal.
 - 1. Do not make or enlarge holes by burning.
 - 2. Make holes clean cut, without torn or ragged edges.
 - 3. Remove outside burrs resulting from drilling or reaming operations with tool making 1/16 IN bevel.
 - 4. Provide holes in members to permit connection of work of other trades or contractors.
- K. Make allowance for draw in all cross bracing to provide small amount of initial tension in members.
- L. Make splices only where indicated or where approved.
- M. Wall Girts: Extend past columns and miter ends unless noted otherwise. Connect girts to each other at corners unless noted otherwise.
- N. Cope at 45 degrees, corners of stiffener plates at junction of member flanges with webs.
- O. Flame cut bevels for welds, provided such cutting is done automatically. Leave free of burrs and slag by grinding or planning the cut edges.
- P. Grind smooth all rough welds and sharp steel edges shall be ground to approximately 1/8 IN radius.
- Q. Tolerances (unless noted otherwise on Drawings):
 - 1. ASTM A6: When material received from the mill does not satisfy ASTM A6 tolerances for camber, profile, flatness or sweep, the Contractor is permitted to perform corrective work by the use of controlled heating, and mechanical straightening, subject to the limitations of the AISC specification.
 - 2. Fabrication tolerance:
 - a. Member length:
 - 1) Both ends finished for contact bearing: 1/32 IN.
 - 2) Framed members 30 FT or less: 1/16 IN. Over 30 FT: 1/8 IN.
 - b. Member straightness:
 - 1) Compression members: 1/1000 of axial length between points laterally supported.
 - 2) Non-compression members: ASTM A6 tolerance for wide flange shapes.
 - c. Specified member camber (except compression members):
 - 1) 50 FT or less: +1/2 IN.
 - 2) Over 50 FT: +1/2 IN (plus 1/8 IN per 10 FT over 50 FT).
 - 3) Members received from mill with 75 percent of specified camber require no further cambering.
 - 4) Beams/trusses without specified camber shall be fabricated so after erection, camber is upward.
 - 5) Camber shall be measured in fabrication shop in unstressed condition.
 - d. At bolted splices, depth deviation shall be taken up by filler plates. At welded joints, adjust weld profile to conform to variation in depth. Slope weld surface per AWS requirements.
 - e. Finished members shall be free from twists, bends and open joints. Sharp kinks, bends and deviation from the above tolerances are cause for rejection of material.

2.4 WELDING

- A. Comply with AWS Code, and other requirements indicated herein, for all welding, techniques of welding employed, appearance and quality of welds, and methods used to correct defective work.
 - 1. Qualify joint welding procedures or test in accordance with AWS qualification procedures.
- B. Test and qualify welders, welding operators and tackers in compliance with AWS Code for position and type of welding to which they will be assigned.

1. Conduct tests in the presence of approved testing agency.
 2. Certification within previous 12 months will be acceptable, provided samples of the welder's work are satisfactory.
- C. Before Starting Welding:
1. Carefully plumb and align members in compliance with specified requirements.
 2. Fully tighten bolts.
 3. Comply with Section 5 of AWS Code for assembly and surface preparation.
 4. Preheat base metal to temperature stated in AWS Code.
 - a. When no preheat temperature is given in AWS Code and base metal is below 50 DegF, preheat base metal to at least 70 DegF.
 - b. Maintain temperature during welding.
 - c. Preheat surface of all base metal within distance from point of welding equal to thickness of thicker part being welded or 3 IN, whichever is greater, to specified preheat temperature.
 - d. Maintain this temperature during welding.
 5. Each welder shall use identifying mark at welds.
- D. Make flange welds before making web welds.
- E. Where groove welds have back-up plates, make first three passes with 1/8 IN round electrodes.
1. Use backup plates in accordance with AWS Code, extending minimum of 1 IN either side of joint.
- F. Flame cut edges of stiffener plates at shop or field butt weld. Do not shear.
- G. Grind flush web fillets at webs notched to receive backup plates for flange groove welds.
- H. Low Hydrogen Electrodes: Dry and store electrodes in compliance with AWS Code.
- I. Do not perform welding when ambient temperature is lower than 0 DegF or where surfaces are wet or exposed to rain, snow, or high wind, or when welders are exposed to inclement conditions.
- J. Headed Studs and Deformed Bar Anchors:
1. Automatically end welded in accordance with the AWS Code and manufacturer's recommendations.
 2. Fillet welding of headed studs and deformed bar anchors is not allowed unless approved by Engineer.
- K. Test in-place studs in accordance with requirements of AWS Code to ensure satisfactory welding of studs to members.
1. Replace studs failing this test.
- L. When headed stud-type shear connectors are to be applied, clean top surface of members to receive studs in shop to remove oil, scale, rust, dirt, and other materials injurious to satisfactory welding. Do not shop paint or galvanize metal surfaces to receive field applied studs.

2.5 SHOP COATING

- A. Refer to Section 09900, Painting and Protective Coatings and coordinate shop primer, surface preparation and coating with field applied primers and coatings where specified.
- B. Provide suitable methods of handling and transporting painted steel to avoid damage to coating.
- C. Do not coat following surfaces:
 1. Machined surfaces, surfaces adjacent to field welds, and surfaces fully embedded in concrete.
 2. All other members for which no coating is specified.
 3. Contact surfaces at bolted slip-critical connections, unless surface condition conforms to Part 3b of the Specification for Structural Joints.

- D. Clean thoroughly all surfaces not coated before shipping. Remove loose mill scale, rust, dirt, oil and grease. Protect machined surfaces.
- E. Unless otherwise noted, all structural steel and their components shall be hot-dipped galvanized.

2.6 SOURCE QUALITY CONTROL

- A. CONTRACTOR pays for inspection and testing:
 - 1. Testing: Contractor will employ and pay for services of an independent testing agency to inspect and test structural steel shop and field work for compliance with Specifications. Contractor responsible for testing to qualify shop and field welders and as needed for Contractor's own quality control to ensure compliance with Contract Documents. Contractor provides sufficient notification and access so inspection and testing can be accomplished.
- B. Responsibilities of Testing Agency:
 - 1. Inspect shop and field welding in accordance with Section 6 of AWS Code including the following non-destructive testing:
 - a. Visually inspect all welds.
 - b. In addition to visual inspection, test 50 percent of full penetration welds and 20 percent of fillet welds with liquid dye penetrant.
 - c. Test 20 percent of liquid dye penetrant tested full penetration welds with ultrasonic or radiographic testing.
 - 2. Inspect high-strength bolting in accordance with Section 9 of the Specification for Structural Joints.
 - a. Verify proper pretension for slip-critical bolted connection.
 - b. Verify direct tension indicator gaps.
 - 3. Inspect structural steel which has been erected.
 - 4. Inspect stud welding in accordance with Article 7.8, AWS Code.
 - 5. Prepare and submit inspection and test reports to Engineer. Assist Engineer to determine corrective measures necessary for defective work.

PART 3 - EXECUTION

3.1 GENERAL

- A. Contractor is solely responsible for safety. Construction means and methods and sequencing of work is the prerogative of the Contractor. Take into consideration that full structural capacity of many structural members is not realized until structural assembly is complete; e.g., until slabs, decks, bracing or rigid connections are installed.
 - 1. Partially complete structural members shall not be loaded without an investigation by the Contractor.
 - 2. Until all elements of the permanent structure and lateral bracing system are complete, provide temporary bracing designed, furnished, and installed by the Contractor for the partially complete structure.
- B. Adequate temporary bracing to provide safety, stability and to resist all loads to which the partially complete structure may be subjected, including wind, construction activities, and operation of equipment is the responsibility of the Contractor.
 - 1. Use temporary guys, braces, shoring, connections, etc., necessary to maintain the structural framing plumb and in proper alignment until permanent connections are made, the succeeding work is in place, and temporary work is no longer necessary.
 - 2. Use temporary guys, bracing, shoring, and other work to prevent injury or damage to adjacent work or construction from stresses due to erection procedures and operation of erection equipment, construction loads, and wind.

3. Contractor shall be responsible for the design of the temporary bracing system and must consider the sequence and schedule of placement of such elements and effects of loads imposed on the structural steel members by partially or completely installed work, including work of all other trades. If not obvious from experience or from the Drawings, the Contractor shall confer with the Engineer to identify those structural steel element that must be complete before the temporary bracing system is removed.
 4. Remove and dispose of all temporary work and facilities off-site.
- C. Examine work-in-place on which specified work is in any way dependent to ensure that conditions are satisfactory for the installation of the work. Report defects in work-in-place which may influence satisfactory completion of the work. Absence of such notification will be construed as acceptance of work-in-place.
 - D. Field Measurement: Take field measurements as necessary to verify or supplement dimensions indicated on the Drawings. Contractor responsible for the accurate fit of the work.
 - E. Check the elevations of all finished footings or foundations and the location and alignment of all anchor bolts before starting erection. Notify Engineer of any errors or deviations found by such checking.

3.2 ERECTION

- A. Framing member location tolerances after erection shall not exceed the frame tolerances listed in Article 3.3.
- B. Erect plumb and level; introduce temporary bracing required to support erection loads.
- C. Use light drifting necessary to draw holes together. Drifting to match unfair holes is not allowed.
- D. Welding: Conform to AWS D1.1 "Structural Welding Code" and requirements of this Specification. When joining two sections of steel of different ASTM designations, welding techniques shall be in accordance with a qualified AWS D1.1 procedure.
- E. Shore existing members when unbolting of common connections is required. Use new bolts for rebolting connections.
- F. Clean stored material of all foreign matter accumulated during erection period.
- G. Clean bearing and contact surfaces before assembly.
- H. Set beam and column base and bearing plates accurately, as indicated, on nonshrink grout.
 1. Set and anchor each base plate to proper line and elevation.
 2. Use metal wedges, shims or setting nuts as required and tighten anchor bolts.
 - a. Use same metal as base plate.
 - b. Cut off protrusions of wedges and shims flush with edge of base plate.
 3. Fill sleeves around anchor bolts with nonshrink grout.
 4. Pack grout solidly between bottom of plate and bearing surface.
 5. Refer to Division for nonshrink grout requirements.
- I. Anchor Bolts:
 1. Anchor bolt location tolerance per Section 7.5 of the Code.
 2. Tie anchor bolts in position to embedded reinforcing steel using wire.
 3. Welding or tack welding is prohibited.
 4. Provide steel templates for locating anchor bolts.
 5. Coat bolt threads and nuts with heavy coat of clean grease.
- J. Install high strength bolts with hardened washers. Install and tighten in accordance with Section 8 of Specifications for Structural Joints.
 1. Coordinate installation with inspection. Do not start installation until coordination with Testing Agency is complete.
 2. Bearing-type connections: High-strength bolts shall be tightened to snug-tight condition.

3. Slip-critical connections: Perform calibration testing for all methods of installation of high-strength bolts in accordance with Section 8(b) of Specification for Structural Joints, using ASTM A325 or A490 bolts.
 - a. Turn-of-nut tightening: Torque wrenches shall be used only by laboratory personnel.
 - b. Calibrated wrench tightening: Calibrate on a daily basis.
 - c. Direct tension indicator tightening: If previously approved by Engineer.
 - d. Installation of alternate design bolts: If previously approved by Engineer.
 4. In the event any bolt in a connection is found to be defective, check and retighten all bolts in the connection.
- K. Do not use gas cutting to correct fabrication errors. In case members do not fit or holes do not match, ream out the holes and insert the next larger size bolt. If the connections require new holes, then drill new holes. Make no such corrections without prior approval of the Engineer.
1. Burning of holes: Not permitted.
- L. Prior to making field connections to existing structural steel, remove completely all paint from existing steel which will be in contact with new steel and new welds.
- M. Tighten and leave in place erection bolts used in welded construction.
- N. Provide beveled washers to give full bearing to bolt head or nut where bolts are to be used on surfaces having slopes greater than 1 in 20 with a plane normal to bolt axis.
- O. After bolts are tightened, upset threads of A307 unfinished bolts and anchor bolts to prevent nuts from backing off.
- P. Crane Runways:
1. Erect crane runways complete with columns, beams, girders, bracing, crane rails, crane stops, and other required components as indicated.
 2. Stagger crane rail joints with respect to each other on opposite sides of the runway and do not coincide with crane girder joints.
 3. Center crane rails on top of crane girders and secure to girders with tight clamps and/or floating clamps as appropriate; provide clamps in pairs spaced not over 3 FT OC along rail length, with each clamp secured with two high-strength bolts and self-locking nuts (or nuts and lock washers), with reversible fillers used at each clamp to allow for alignment. Do not use hook bolt type clamps.
 4. Tolerances:
 - a. Center-to-center of crane rails: Not exceed plus or minus 1/4 IN from indicated dimension.
 - b. Crane rail horizontal misalignment: Not exceed 1/4 IN per 50 FT of runway with a maximum of 1/2 IN total deviation.
 - c. Vertical misalignment between crane rails and along a crane rail measured at centerlines of columns: Not to exceed 1/4 IN per 50 FT of runway with a maximum of 1/2 IN total deviation.
 5. Tight-fitting joints between rail sections and install so top of crane rails are flush at all joints.
 6. Secure the joints with joint bars on each side of rail, bolted together through rail with high-strength bolts, nuts and spring washers.
- Q. After erection, grind smooth all sharp surface irregularities resulting from field cutting or welding; power tool clean welds, bolts, washers and abrasions to shop coat removing all rust and foreign matter.
- R. Expansion anchor bolts and adhesive anchor bolts:
1. Refer to Section 05500, Metal Fabrication.

3.3 FIELD QUALITY CONTROL

- A. Testing Agency responsibilities are described in Article 2.6.
- B. Erected Frame Tolerance (Unless noted otherwise on the Drawings):

1. Overall finished dimensions shall not exceed cumulative effect of rolling, fabrication and erection tolerance.
2. Erection tolerances are defined relative to member working points and working lines as follows:
 - a. Actual centerline of top flange or surface at each end for horizontal members.
 - b. Actual center of member at each end for all other members.
 - c. Other points may be used, providing they are based on these definitions.
 - d. Working line is straight line connecting member working points.
3. Tolerances on position and alignment are as specified in the Code, unless otherwise modified. "Adjustable items" such as lintels, wall supports, curb angles, window mullions and similar members shall be provided with adjustable connections to supporting structural frame.
4. Steel erector shall certify the location of erected structural steel is acceptable for plumbness, level and aligned within tolerances specified. Such certification can be provided upon completion of any part of work and shall be done prior to start of work by other trades that may be supported, attached or applied to structural steel work.

3.4 CLEANING AND REPAIR OF SHOP PRIMER PAINT

- A. After erection, clean all steel of mud or other foreign materials, and repair any damage. Touchup coatings to comply with Section 09900, Painting and Protective Coatings.

END OF SECTION

SECTION 05500
METAL FABRICATIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Custom fabricated metal items and certain manufactured units not otherwise indicated to be supplied under work of other Specification Sections.
 - 2. Design of all temporary bracing not indicated on Drawings.
 - 3. Design of systems and components, including but not limited to:
 - a. Stairs.
 - b. Landings.
 - c. Ladders.
- B. Related Specification Sections include but are not necessarily limited to:
 - 1. Division 0 - Bidding Requirements, Contract Forms, and Conditions of the Contract.
 - 2. Division 1 - General Requirements.
 - 3. Division 3 - Concrete.
 - 4. Section 05120 - Structural Steel.
 - 5. Section 05520 - Handrails.
 - 6. Section 09900 - Painting and Protective Coatings.

1.2 QUALITY ASSURANCE

- A. Referenced Standards:
 - 1. Aluminum Association (AA):
 - a. ADM-1, Aluminum Design Manual.
 - b. 45, Designation System for Aluminum Finishes.
 - 2. American Association of State Highway and Transportation Officials (AASHTO):
 - a. Standard Specification for Highway Bridges.
 - 3. American Institute of Steel Construction (AISC):
 - a. Manual of Steel Construction - Allowable Stress Design (ASD).
 - b. 360, Specifications for Structural Steel Buildings (referred to herein as AISC Specification).
 - 4. American National Standards Institute (ANSI):
 - a. A14.3, Ladders - Fixed - Safety Requirements.
 - 5. ASTM International (ASTM):
 - a. A6, Standard Specification for General Requirements for Rolled Structural Steel Bars, Plates, Shapes, and Sheet Piling.
 - b. A36, Standard Specification for Carbon Structural Steel.
 - c. A47, Standard Specification for Ferritic Malleable Iron Castings.
 - d. A48, Standard Specification for Gray Iron Castings.
 - e. A53, Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
 - f. A108, Standard Specification for Steel Bars, Carbon and Alloy, Cold Finished.
 - g. A123, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - h. A153, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
 - i. A197, Standard Specification for Cupola Malleable Iron.
 - j. A269, Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service.
 - k. A276, Standard Specification for Stainless Steel Bars and Shapes.

- l. A307, Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
- m. A312, Standard Specification for Seamless, Welded, and Heavily Cold Worked Austenitic Stainless Steel Pipes.
- n. A325, Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
- o. A496, Standard Specification for Steel Wire, Deformed, for Concrete Reinforcement.
- p. A500, Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
- q. A501, Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
- r. A536, Standard Specification for Ductile Iron Castings.
- s. A554, Standard Specification for Welded Stainless Steel Mechanical Tubing.
- t. A572, Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel.
- u. A666, Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
- v. A668, Standard Specification for Steel Forgings, Carbon and Alloy, for General Industrial Use.
- w. A780, Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings.
- x. A786, Standard Specification for Hot-Rolled Carbon, Low-Alloy, High-Strength Low-Alloy, and Alloy Steel Floor Plates.
- y. A967, Standard Specification for Chemical Passivation Treatments for Stainless Steel Parts.
- z. A992, Standard Specification for Steel for Structural Shapes.
- aa. B26, Standard Specification for Aluminum-Alloy Sand Castings.
- bb. B209, Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- cc. B221, Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
- dd. B308, Standard Specification for Aluminum-Alloy 6061-T6 Standard Structural Profiles.
- ee. B429, Standard Specification for Aluminum-Alloy Extruded Structural Pipe and Tube.
- ff. B632, Standard Specification for Aluminum-Alloy Rolled Tread Plate.
- gg. F467, Standard Specification for Nonferrous Nuts for General Use.
- hh. F468, Standard Specification for Nonferrous Bolts, Hex Cap Screws, and Studs for General Use.
- ii. F593, Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
- jj. F1554, Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength.
- 6. American Welding Society (AWS):
 - a. A5.1, Standard Specification for Carbon Steel Electrodes for Shielded Metal Arc Welding.
 - b. D1.1, Structural Welding Code Steel.
 - c. D1.2, Structural Welding Code Aluminum.
- 7. National Association of Architectural Metal Manufacturers (NAAMM):
 - a. AMP 510, Metal Stairs Manual.
 - b. MBG 531, Metal Bar Grating Manual.
- 8. Occupational Safety and Health Administration (OSHA):
 - a. 29 CFR 1910, Occupational Safety and Health Standards, referred to herein as OSHA Standards.
- 9. Building code:
 - a. International Code Council (ICC):
 - 1) International Building Code and associated standards, 2006 Edition including all amendments, referred to herein as Building Code.

- B. Qualifications:
 - 1. Qualify welding procedures and welding operators in accordance with AWS.
 - 2. Fabricator shall have minimum of 10 years experience in fabrication of metal items specified.
 - 3. Engineer for contractor-designed systems and components: Professional structural engineer licensed in the State of Texas.

1.3 DEFINITIONS

- A. Installer or Applicator:
 - 1. Installer or applicator is the person actually installing or applying the product in the field at the Project site.
 - 2. Installer and applicator are synonymous.
- B. Hardware: As defined in ASTM A153.
- C. Galvanizing: Hot-dip galvanizing per ASTM A123 or ASTM A153 with minimum coating of 2.0 OZ of zinc per square foot of metal (average of specimens) unless noted otherwise or dictated by standard.

1.4 SUBMITTALS

- A. Shop Drawings:
 - 1. See Specification Section 01340 for requirements for the mechanics and administration of the submittal process.
 - 2. Fabrication and/or layout drawings and details:
 - a. Submit drawings for all fabrications and assemblies.
 - 1) Include erection drawings, plans, sections, details and connection details.
 - b. Identify materials of construction, shop coatings and third party accessories.
 - 3. Product technical data including:
 - a. Acknowledgement that products submitted meet requirements of standards referenced.
 - b. Manufacturer's installation instructions.
 - c. Provide manufacturer's standard allowable load tables for the following:
 - 1) Grating and checkered plate.
 - 2) Expansion anchor bolts.
 - 3) Adhesive anchor bolts.
 - 4) Castings, trench covers and accessories.
 - 4. Contractor designed systems and components, including but not limited to, stairs, landing components, connections not fully detailed and ladders:
 - a. Certification that manufactured units meet all design loads specified.
 - b. Shop Drawings and engineering design calculations:
 - 1) Indicate design live loads.
 - 2) Sealed by a professional structural engineer.
 - 3) Engineer will review for general compliance with Contract Documents.
- B. Miscellaneous Submittals:
 - 1. See Specification Section 01340 for requirements for the mechanics and administration of the submittal process.
 - 2. Certification of welders and welding processes.
 - a. Indicate compliance with AWS.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and handle fabrications to avoid damage.
- B. Store above ground on skids or other supports to keep items free of dirt and other foreign debris and to protect against corrosion.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:
1. Abrasive stair nosings (embedded in concrete stairs):
 - a. American Safety Tread.
 - b. Balco.
 2. Headed studs and deformed bar anchors:
 - a. Nelson Stud Welding Div., TRW Inc.
 - b. Stud Welding Products, Inc.
 3. Expansion anchor bolts:
 - a. Hilti Inc.
 - b. Simpson Strongtie.
 4. Epoxy adhesive anchor bolts:
 - a. Hilti Inc.
 - b. Simpson Strongtie.
 5. Castings, trench covers and accessories:
 - a. Neenah Foundry Co.
 - b. Deeter Foundry Co.
 - c. Barry Craft Construction Casting Co.
 - d. McKinley Iron Works.
 6. Aluminum ladders:
 - a. Any manufacturer capable of meeting the requirements of this Specification Section.
 7. Galvanizing repair paint:
 - a. Clearco Products Co., Inc.
 - b. ZRC Products.
 8. Ladder safety extension post:
 - a. Bilco.
 9. Ladder fall protection system:
 - a. DBI/SALA.
 - b. Miller Equipment.
 - c. North Specialty Products.

2.2 MATERIALS

- A. Steel:
1. Structural:
 - a. W-shapes and WT-shapes: ASTM A992, Grade 50.
 - b. All other plates and rolled sections: ASTM A36.
 2. Pipe: ASTM A53, Types E or S, Grade B or ASTM A501.
 3. Structural tubing:
 - a. ASTM A500, Grade B (46 ksi minimum yield).
 4. Bolts, nuts and washers, high strength:
 - a. ASTM A325.
 - b. Provide two (2) washers with all bolts.
 5. Bolts and nuts:
 - a. ASTM A307, Grade A.
 6. Welding electrodes: AWS D1.1, E70 Series.
 7. Steel forgings: ASTM A668.
- B. Iron:
1. Ductile iron: ASTM A536.
 2. Gray cast iron: ASTM A48 (minimum 30,000 psi tensile strength).
 3. Malleable iron: ASTM A47, ASTM A197.

- C. Stainless Steel:
 - 1. Minimum yield strength of 30,000 psi and minimum tensile strength of 75,000 psi.
 - a. Bars, shapes: ASTM A276, Type 316.
 - b. Tubing and pipe: ASTM A269, ASTM A312 or ASTM A554, Type 316.
 - c. Strip, plate and flat bars: ASTM A666, Type 316, Grade A.
 - d. Bolts and nuts: ASTM F593, Type 303, 304 or 316.
 - 2. Minimum yield strength of 25,000 psi and minimum tensile strength of 70,000 psi.
 - a. Strip, plate and flat bar for welded connections, ASTM A666, Type 316L.
 - 3. Welding electrodes: In accordance with AWS for metal alloy being welded.
- D. Aluminum:
 - 1. Alloy 6061-T6, 32,000 psi tensile yield strength minimum.
 - a. ASTM B221 and ASTM B308 for shapes including beams, channels, angles, tees and zees.
 - b. Weir plates, baffles and deflector plates, ASTM B209.
 - 2. Alloy 6063-T5 or T6, 15,000 psi tensile yield strength minimum.
 - a. ASTM B221 and ASTM B429 for bars, rods, wires, pipes and tubes.
 - 3. ASTM B26 for castings.
 - 4. ASTM F468, alloy 2024 T4 for bolts.
 - 5. ASTM F467, alloy 2024 T4 for nuts.
 - 6. Electrodes for welding aluminum: AWS D1.2, filler alloy 4043 or 5356.
- E. Washers: Same material and alloy as found in accompanying bolts and nuts.
- F. Embedded Anchor Bolts:
 - 1. Building anchor bolts:
 - a. ASTM F1554, Grade 55 with weldability supplement S1 or ASTM A36 for threaded rods galvanized.
 - b. ASTM A307, Grade A for headed bolts galvanized.
 - 2. All other anchor bolts: Type 316 stainless steel with matching nut and washer.
- G. Expansion Anchor Bolts and Adhesive Anchor Bolts:
 - 1. Stainless steel, Type 316.
 - 2. Provide minimum edge distance cover and spacing as recommended by manufacturer, or as indicated on Drawings whichever is larger.
 - a. Minimum embedment as recommended by manufacturer or eight (8) diameters of bolt, whichever is larger.
 - b. Notify Engineer if required depth of embedment cannot be achieved at a particular anchor bolt location.
 - c. Follow manufacturer's recommendations for installation and torque.
 - 3. Expansion anchor bolts:
 - a. "Kwik Bolt TZ," "HAD Undercut Anchor," "HSL-3 heavy duty Expansion Anchor," by Hilti, Inc.
 - b. "Torq-Cut Self Undercutting Anchor," "Strong Bolt Anchor," by Simpson Strong Tie.
 - 4. Adhesive anchor bolts:
 - a. HIT HY 150 Adhesive Anchor by Hilti (only approved for masonry and non-structural applications).
 - b. "Set-XP" by Simpson Strong Tie.
 - c. "RE 500-SD" by Hilti, Inc.
 - 5. Self-tapping concrete anchors:
 - a. "Tapcon" by ITW Buildex.
 - b. "Kwick-Conn II" by Hilti.
 - c. 1/4 IN DIA with 5/16 IN hex head.
 - 1) Minimum embedment as recommended by manufacturer.
 - 6. Adhesive anchors and expansion anchors:

- a. Anchors that secure items of a structural nature shall be approved for use in cracked concrete and seismic loading, shall be approved for design using an LRFD methodology such as Appendix D in ACI 318, and shall be permitted for such use by the Building Code.
- H. Headed Studs: ASTM A108 with a minimum yield strength of 50,000 psi and a minimum tensile strength of 60,000 psi.
- I. Deformed Bar Anchors: ASTM A496 with a minimum yield strength of 70,000 psi and a minimum tensile strength of 80,000 psi.
- J. Iron and Steel Hardware: Galvanized in accordance with ASTM A153 when required to be galvanized.
- K. Galvanizing Repair Paint:
 - 1. High zinc dust content paint for regalvanizing welds and abrasions.
 - 2. ASTM A780.
 - 3. Zinc content: Minimum 92 percent in dry film.
 - 4. ZRC "ZRC Cold Galvanizing" or Clearco "High Performance Zinc Spray."
- L. Dissimilar Materials Protection: See Specification Section 09900, Painting and Protective Coatings.

2.3 MANUFACTURED UNITS

- A. Ladders:
 - 1. Material:
 - a. Aluminum, stainless steel where specifically indicated.
 - 2. Rails:
 - a. Maximum 3 x 2 IN heavy-duty rectangular tubing or channel, with minimum thickness of 0.125 IN or 1-1/2 IN nominal diameter schedule 80 pipe.
 - b. Spacing: Nominal 18 IN from centerline of rails except at top.
 - 1) Minimum clear distance between rails to be 16 IN.
 - c. Brackets for wall supported units: Provide 3/8 x 2-1/2 IN x length required angle brackets welded to side rails with punched holes for 3/4 IN bolts.
 - 1) Maximum spacing: 4 FT OC.
 - d. For floor supported units provide 3/8 x 2-1/2 x 4 IN rectangular bracket or 3/8 x 6 x 6 IN square plate welded to rails with punched holes for 3/4 IN bolts.
 - 1) Provide wall brackets on floor supported units if vertical run is over 4 FT.
 - 3. Rungs:
 - a. Minimum 1 IN DIA or 1 IN square extruded, with integral serrated non-slip finish on all sides.
 - b. Shop or field-applied grit tape and cap type non-slip finish is not acceptable.
 - 4. Minimum distance from centerline of rung to wall or any obstruction: 7 IN.
 - 5. Rung spacing:
 - a. Uniform, 12 IN.
 - b. Top rung shall be level with landing or platform, unless noted otherwise.
 - c. Spacing of bottom rung from grade or platform may vary but shall not exceed 14 IN.
 - 6. As a minimum, design ladder in accordance with OSHA Standards, ANSI A14.3, and applicable Building Codes.
 - a. Ladders shall be designed to support a minimum concentrated live load of 200 LBS.
 - b. Maximum allowable stresses per AISC Specification and AA Specification.
 - c. Maximum lateral deflection: Side rail span/240 when lateral load of 100 LBS is applied at any location.
 - 7. Construction:
 - a. Fully welded type.
 - b. All welds to be full penetration welds, where applicable.

- c. All ladders of a particular material shall have consistent construction and material shapes and sizes unless detailed otherwise on the Drawings.
 - d. Provide cap at top and bottom of side rails.
 - e. Rungs shall not extend beyond the outside face of the siderail.
 - f. The side rails of through ladder extension shall extend 42 IN above the top rung or landing and shall flare out on each side to provide a clearance of 24 IN centerline to centerline of rails.
8. Provide ladder cage where shown on the Drawings.
- a. Cage construction shall meet all requirements of OSHA Standards and this Specification Section:
 - 1) Hoops: Minimum 1/4 x 2 IN bar at 48 IN OC spacing.
 - 2) Vertical bars: Minimum 1/4 x 1-1/2 IN bar.
 - 3) All connections shall be welded.
 - 4) Construct cage of same materials as the ladder on which it is mounted.
 - 5) Mount cage on ladder by welding or bolting with stainless steel bolts, nuts and washers.
 - a) On bolted attachments, the bolt, nut or washer shall not affect a person's ability to grasp the ladder rail.
 - b. Landing construction shall meet all requirements of OSHA Standards and this Specification Section.
 - 1) Landing platform: Minimum 1-1/2 IN non-slip grating.
 - 2) Structural support: Channel or tubular sections with bracing, plates, angles, etc., to support guardrail and grating and to support landing off the side of the tank or building wall.
 - 3) Guardrail:
 - a) 2 IN nominal diameter schedule 40 pipe.
 - b) 4 IN high kickplate.
 - c) Top rail and one (1) intermediate horizontal rail(s).
 - (1) Space intermediate rails equally between top rail and top of kickplate.
 - 4) All connections shall be welded or bolted using stainless steel bolts, nuts and washers.
 - 5) Construct landing, railing and all supports of same material as the ladder.
 - 6) Landing platform and supporting structure shall be designed for not less than 100 psf plus a concentrated load of 300 LBS with a maximum deflection of 1/300 of span under a superimposed live load of 100 psi.
 - 7) Attach grating to structure using stainless steel clips and bolts at 24 IN OC maximum spacing
9. Finish:
- a. Aluminum: Anodized.
 - 1) Color: AA-M10C22A41 clear.
 - 2) Stainless: Satin.
10. Ladder safety extension post:
- a. Telescoping tubular- aluminum section that automatically locks into place when fully extended.
 - b. Non-ferrous corrosion-resistant spring and hardware.
 - c. Factory assembled with all hardware necessary for mounting to ladder.
 - d. Bilco "LadderUp" safety post.
11. Ladder fall protection system:
- a. Extruded aluminum safety rail.
 - 1) Safety rail shall extend from within 3 FT of base of ladder to top of ladder side rails.
 - b. Extruded aluminum trolley with brake.
 - 1) Ice guard.

B. Bollards:

1. 8 IN DIA extra strength steel pipe, ASTM A53.
 - a. Galvanized and painted.
 2. Minimum 48 IN projection above ground.
 3. Minimum 48 IN embedment in concrete.
- C. Abrasive Stair Nosings:
1. Two (2) component consisting of an embedded subchannel, installed with the concrete pour, and an abrasive tread plate with integral photoluminescent strip to be installed later.
 2. 6063-T5 extruded aluminum, mill finished and heat treated.
 3. Complete with concrete anchors and tread plate securing screws.
 4. Tread plate:
 - a. Extruded aluminum.
 - b. Solid epoxy abrasive filler.
 - 1) Color: Safety yellow.
 5. Balco "DXH-330.", "DXH-330-PL-100."
 6. Length:
 - a. Concrete stairs:
 - 1) 4 IN less than overall stair width.
 - 2) Where tread mounted railing post occurs, hold nosing back 4 IN clear from railing centerline.
 - b. Concrete landings at metal stairs: 4 IN less than clear width between stringers.
- D. Metal Stairs:
1. Fabricated as indicated.
 2. Treads: Grating as specified.
 - a. Provide integral corrugated non-slip nosing.
 3. Risers:
 - a. Grating treads: Solid plate attached to trailing edge of tread as shown on Drawings.
 4. Landings:
 - a. Grating as specified.
 - b. Provide integral corrugated non-slip nosing at edge acting as stair tread/nosing.
 5. Fabricate and design stair, platform and landing components, and all connections to support a 100 psf uniform live load or a concentrated load of 1000 LBS, whichever requires the stronger component.
 6. Design, fabricate, and install in compliance with NAAMM AMP 510 and applicable codes.
 7. Handrails and guardrails: Refer to Specification Section 05520, Handrails.
 8. Material:
 - a. Aluminum.
- E. Aluminum Checkered Plate:
1. Conform to ASTM B632.
 - a. Diamond pattern: Use one (1) pattern throughout Project.
 - b. Material: Type 6061-T6.
 2. Design live load:
 - a. 100 psf, uniform load.
 - b. 300 LBS concentrated load on 4 IN square area.
 - c. All components to be adequate for the uniform load or the concentrated load, whichever requires the stronger component.
 - d. Maximum deflection: 1/300 of span under a superimposed live load of 50 psf.
 3. Reinforce as necessary with aluminum angles.
 4. Plate sections:
 - a. Maximum 3 FT wide.
 - b. Minimum 1/4 IN thick.
 - c. Maximum 75 LBS per section if required to be removable.
 5. Provide joints at center of all openings unless shown otherwise.

- a. Reinforce joints and openings with additional angles to provide required load carrying capacity.
- 6. Unless shown otherwise, frame for openings with aluminum checkered plate cover:
 - a. Aluminum support angles:
 - 1) 3 x 2 x 1/4 IN minimum size with long leg vertical.
 - 2) 5/8 IN DIA adhesive anchor bolts spaced at maximum of 24 IN OC along each side with not less than two (2) anchor bolts per side.
 - b. Aluminum concrete insert seats:
 - 1) 2 x 2 x 1/4 IN minimum size.
 - 2) Auto-welded studs or strap anchors at 18 IN OC with not less than two (2) studs or anchored per side.
 - c. Drill and tap frame to receive 3/8 IN DIA aluminum cap screws at not more than 24 IN OC with not less than two (2) screws per side.
- F. Aluminum Grating:
 - 1. NAAMM MBG 531.
 - 2. Bearing bars: Rectangular minimum, 1-1/2 x 3/16 IN at 1-3/16 IN OC spacing.
 - a. See drawings for specific grating sizes by location.
 - 3. Cross bars:
 - a. Welded, swaged or pressure locked to bearing bars:
 - b. Maximum 4 IN/OC spacing.
 - 4. Top edges of bars: Serrated.
 - 5. Removable grating sections: Not wider than 3 FT and not more than 75 LBS.
 - 6. Standard mill finish.
 - 7. Ends and perimeter edges: Banded.
 - 8. Openings through grating: Reinforced to provide required load carrying capacity and banded with 4 IN high toe plate.
 - 9. Provide joints at openings between individual grating sections.
 - 10. Clips and bolts: Stainless steel.
 - 11. Seat angles: Aluminum.
- G. Heavy-Duty Castings, Trench Covers, and Accessories:
 - 1. Prefabricated, cast iron ASTM A48 or ductile iron ASTM A536 or cast aluminum ASTM B26.
 - 2. Design load: AASHTO HS-20 wheel loading for indicated span.
 - 3. Machine horizontal mating surfaces.
- H. Access Cover:
 - 1. Tank type manhole frame and solid lid: ASTM A48 or ASTM A536, cast iron.
 - 2. Unless shown otherwise, design of cover shall be such that top of frame extends several inches above slab to prevent surface water from entering tank.
 - 3. Equip lid with four (4) stainless steel screws to secure lid to frame.
- I. Loose Lintels:
 - 1. Steel, ASTM A36 or ASTM A572 Grade 50, sizes as indicated on Drawings.
 - 2. Hot-dip galvanized per ASTM A123.
- J. Hose Rack:
 - 1. Fabricate in accordance with details indicated on the Drawings.
 - a. Grind smooth all welds after fabrication.
 - 2. Provide U-bolt mounting to fit size of member being mounted to.
 - 3. Provide stainless steel fasteners, anchor bolts and U-bolts.
 - 4. Comes into contact with concrete, masonry or dissimilar metals}.
- K. Material: Stainless steel.

2.4 FABRICATION

- A. Verify field conditions and dimensions prior to fabrication.
- B. Form materials to shapes indicated with straight lines, true angles, and smooth curves.
 - 1. Grind smooth all rough welds and sharp edges.
 - a. Round all corners to approximately 1/16 IN nominal radius.
- C. Provide drilled or punched holes with smooth edges.
 - 1. Punch or drill for field connections and for attachment of work by other trades.
- D. Weld Permanent Shop Connections:
 - 1. Welds to be continuous fillet type unless indicated otherwise.
 - 2. Full penetration butt weld at bends in stair stringers and ladder side rails.
 - 3. Weld structural steel in accordance with AWS D1.1 using Series E70 electrodes conforming to AWS A5.1.
 - 4. Weld aluminum in accordance with AWS D1.2.
 - 5. All headed studs to be welded using automatically timed stud welding equipment.
 - 6. Grind smooth welds that will be exposed.
- E. Conceal fastenings where practicable.
- F. Fabricate work in shop in as large assemblies as is practicable.
- G. Tolerances:
 - 1. Rolling:
 - a. ASTM A6.
 - b. When material received from the mill does not satisfy ASTM A6 tolerances for camber, profile, flatness, or sweep, the Contractor is permitted to perform corrective work by the use of controlled heating and mechanical straightening, subject to the limitations of the AISC Specifications.
 - 2. Fabrication tolerance:
 - a. Member length:
 - 1) Both ends finished for contact bearing: 1/32 IN.
 - 2) Framed members:
 - a) 30 FT or less: 1/16 IN.
 - b) Over 30 FT: 1/8 IN.
 - b. Member straightness:
 - 1) Compression members: 1/1000 of axial length between points laterally supported.
 - 2) Non-compression members: ASTM A6 tolerance for wide flange shapes.
 - c. Specified member camber (except compression members):
 - 1) 50 FT or less: Minus 0/plus 1/2 IN.
 - 2) Over 50 FT: Minus 0/plus 1/2 IN (plus 1/8 IN per 10 FT over 50 FT).
 - 3) Members received from mill with 75 percent of specified camber require no further cambering.
 - 4) Beams/trusses without specified camber shall be fabricated so after erection, camber is upward.
 - 5) Camber shall be measured in fabrication shop in unstressed condition.
 - d. At bolted splices, depth deviation shall be taken up by filler plates.
 - 1) At welded joints, adjust weld profile to conform to variation in depth.
 - 2) Slope weld surface per AWS requirements.
 - e. Finished members shall be free from twists, bends and open joints.
 - 1) Sharp kinks, bends and deviation from above tolerances are cause for rejection of material.
- H. Fabricate grating, checkered plate, stairs, ladders and accessories using aluminum unless shown otherwise on Drawings.
 - 1. Finish:

- a. Aluminum: Mill finished unless scheduled or otherwise specified or, if approved by Engineer, finished in manufacturer's standard.
 - b. Coat surfaces in contact with dissimilar materials.
 - 1) See Specification Section 09900, Painting and Protective Coatings.
- 2. See Specification Section 09900, Painting and Protective Coatings for preparation and painting of ferrous metals and other surfaces.
- I. Maximum tolerance for difference in depth between checkered plate or grating depth and seat or support angle depth: 1/8 IN.
- J. Distance between edge of grating or checkered plate and face of embedded seat angle or face of wall or other structural member shall be 1/4 IN.
 - 1. Tolerance per NAAMM MBG 531.

2.5 SOURCE QUALITY CONTROL

- A. Surface Preparation:
 - 1. Refer to Specification Section 09900, Painting and Protective Coatings for surface preparation requirements.
- B. Shop Applied Paint Coating Application:
 - 1. Refer to Specification Section 09900, Painting and Protective Coatings.
- C. Meet structural requirements of Specification Section 05120 for inspection and testing items of structural nature.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Provide items to be built into other construction in time to allow their installation.
 - 1. If such items are not provided in time for installation, cut in and install.
- B. Prior to installation, inspect and verify condition of substrate.
- C. Correct surface defects or conditions which may interfere with or prevent a satisfactory installation.
 - 1. Field welding aluminum is not permitted unless approved in writing by Engineer.

3.2 INSTALLATION

- A. Set metal work level, true to line, plumb.
 - 1. Shim and grout as necessary.
- B. Bolt Field Connections: Where practicable, conceal fastenings.
- C. Grind welds smooth where field welding is required.
- D. Field cutting grating or checkered plate to correct fabrication errors is not acceptable.
 - 1. Replace entire section.
- E. Remove all burrs and radius all sharp edges and corners of miscellaneous plates, angles, framing system elements, etc.
- F. Unless noted or specified otherwise:
 - 1. Connect steel members to steel members with 3/4 IN DIA ASTM A325 high strength bolts.
 - 2. Connect aluminum to aluminum with 3/4 IN DIA aluminum bolts.
 - 3. Connect aluminum to structural steel using 3/4 IN DIA stainless steel bolts.
 - a. Provide dissimilar metals protection.
 - 4. Connect aluminum and steel members to concrete and masonry using stainless steel expansion anchor bolts or adhesive anchor bolts unless shown otherwise.

- a. Provide dissimilar materials protection.
- 5. Provide washers for all bolted connections.
- 6. Where exposed, bolts shall extend a maximum of 3/4 IN and a minimum of 1/2 IN above the top nut.
 - a. If bolts are cut off to required maximum height, threads must be dressed to allow nuts to be removed without damage to the bolt or the nuts.
- G. Install and tighten ASTM A325 high-strength bolts in accordance with the AISC Manual of Steel Construction.
 - 1. Provide hardened washers for all ASTM A325 bolts.
 - a. Provide the hardened washer under the element (nut or bolt head) turned in tightening.
- H. After bolts are tightened, upset threads of ASTM A307 unfinished bolts or anchor bolts to prevent nuts from backing off.
- I. Secure metal to wood with lag screws of adequate size with appropriate washers.
- J. Do not field splice fabricated items unless said items exceed standard shipping length or change of direction requires splicing.
 - 1. Provide full penetration welded splices where continuity is required.
- K. Provide each fabricated item complete with attachment devices as indicated or required to install.
- L. Anchor such that work will not be distorted nor fasteners overstressed from expansion and contraction.
- M. Set beam and column base plates accurately on nonshrink grout as indicated on Drawings.
 - 1. See Division 3 Specification Sections for non-shrink grout.
 - 2. Set and anchor each base plate to proper line and elevation.
 - a. Use metal wedges, shims, or setting nuts for leveling and plumbing columns and beams.
 - 1) Wedges, shims and setting nuts to be of same metal as base plate they support.
 - 2) Tighten nuts on anchor bolts.
 - b. Fill space between bearing surface and bottom of base plate with nonshrink grout.
 - 1) Fill space until voids are completely filled and base plates are fully bedded on wedges, shims, and grout.
 - c. Do not remove wedges or shims.
 - 1) Where they protrude, cut off flush with edge of base plate.
 - d. Fill sleeves around anchor bolts solid with non-shrink grout.
- N. Tie anchor bolts in position to embedded reinforcing steel using wire.
 - 1. Tack welding prohibited.
 - a. Coat bolt threads and nuts with heavy coat of clean grease.
 - 2. Anchor bolt location tolerance:
 - a. 1/16 IN.
 - b. Provide steel templates for all column anchor bolts.
- O. Install bollards in concrete as detailed.
 - 1. Fill pipe with concrete and round off at top.
- P. Provide abrasive stair nosings in each tread and landing of all concrete stairs and at each concrete stair landing having metal stair structure attaching to the concrete landing.
 - 1. Center stair nosings in stair width.
 - 2. Coordinate nosings with railing vertical posts.
 - a. Maintain 2 IN clear between end of nosing and edge of railing base plate.
- Q. Accurately locate and place frames for openings before casting into floor slab so top of plate is flush with surface of finished floor.
 - 1. Keep screw holes clean and ready to receive screws.

- R. Attach grating to end and intermediate supports with grating saddle clips and bolts.
 - 1. Maximum spacing: 2 FT OC with minimum of two (2) per side.
 - 2. Attach individual units of aluminum grating together with clips at 2 FT OC maximum with a minimum of two (2) clips per side.
- S. Coat aluminum surfaces in contact with dissimilar materials in accordance with Specification Section 09900, Painting and Protective Coatings.
- T. Repair damaged galvanized surfaces in accordance with ASTM A780.
 - 1. Prepare damaged surfaces by abrasive blasting or power sanding.
 - 2. Apply galvanizing repair paint to minimum 6 mils DFT in accordance with manufacturer's instructions.
- U. Anchor ladder to concrete or masonry structure with minimum 3/4 IN stainless steel adhesive anchor bolts with minimum 6 IN embedment.
 - 1. When anchoring into cavity wall construction, provide minimum 6 IN embedment into concrete or masonry back-up wall.
 - a. At each anchor location, provide sleeve between back face of veneer and cavity face of concrete or masonry back-up wall.
 - b. Cut cavity insulation as required and seal around sleeve.
 - 1) Sleeve to be 1 IN DIA schedule 40 stainless steel tubing, TP-304L, ASTM A269.
 - a) Minimum wall thickness to be .065 IN.
 - 2) Continuously weld 4 x 4 x 1/4 IN Type 304 stainless steel, ASTM A666 flange onto each end of pipe.
 - a) Drill 1 IN hole in flange to match pipe.
 - b) Attach sleeve to concrete or masonry back-up with 1/4 IN self-tapping concrete anchors.
 - 3) Grout solid, area around bolt where bolt penetrates veneer.
 - 4) Accurately locate sleeves to align with bolt locations on ladder.
 - 2. When anchoring into masonry, fill masonry cores with grout at anchor locations and each masonry core within 8 IN of anchor.

3.3 CLEANING

- A. After erection, installation or application, clean all miscellaneous metal fabrication surfaces of all dirt, weld slag and other foreign matter.
- B. Provide surface acceptable to receive field applied paint coatings specified in Specification Section 09900, Painting and Protective Coatings.

END OF SECTION

DIVISION 9 – FINISHES

SECTION 09900
PAINTING AND PROTECTIVE COATING

PART 1 - GENERAL

1.1 SCOPE SUMMARY

- A. Section Includes:
- B. Surface preparation and surface finish per schedule of all items provided/constructed in this Project.
- C. Related Sections:
 - 1. Section 01330 – Submittal Procedures.

1.2 REFERENCES

- A. ANSI/ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.
- B. ASTM D2016 - Test Method for Moisture Content of Wood.
- C. ANSI/NSF Standard 61.
- D. Conform to applicable code for flame/fuel/smoke rating requirements for finishes.
- E. Where the terms "exposed" surfaces are used to define painting locations and requirements it shall include all visible interior or exterior surfaces, top of walls, ceilings, and inside surfaces to 1'-0" below grade or the weir level or to floor level, whichever applies.

1.3 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data
 - a. Submit product data under provisions of Section 01340.
 - b. Provide product data on all coatings.
 - c. Technical and performance information that demonstrates compliance with specification.
 - d. Submit required information on a system by system basis.
 - e. Indiscriminate submittal of manufacturer's literature only is not acceptable.
 - 2. Samples: Submit samples or color charts illustrating range of colors and textures available for each surface finishing product scheduled, for selection by OWNER.
 - 3. Submit manufacturer's application instructions under provisions of Section 01340.
- B. Informational submittals:
 - 1. Applicator's Qualification: List of references substantiating experience.
 - 2. Coating manufacturer's Certificate of Compliance, in accordance with Section 01640 – Manufacturers' Services.
 - 3. Factory Applied Coatings: Manufacturer's certification stating factory applied coating system meets or exceeds requirements specified.
 - 4. If the manufacturer of finish coating differs from that of shop primer, provide finish coating manufacturer's written confirmation that materials are compatible.
 - 5. Manufacturer's written instructions and special details for applying each type of paint.
 - 6. Manufacturer's written verification that submitted material is suitable for the intended use.

1.4 QUALITY ASSURANCE

- A. Qualifications

1. Product Manufacturer: Company specializing in manufacturing quality paint and finish products.
 2. Applicator: Company specializing in industrial painting and finishing, approved by product manufacturer.
- B. Certifications: All coatings in contact with potable water and water being treated for use as potable water shall conform to ANSI/NSF Standard 61 and shall be certified by an organization accredited by ANSI. All process, service water, potable, and chemical piping, fittings, tanks, valves, equipment, and structures in contact with the water being treated are included in this requirement.
- C. CONTRACTOR shall coordinate materials to be painted, shop primers, field primers, and finish coating systems to ensure compatibility for all materials and coatings in this project.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Shipping:
1. Where pre-coated items are to be shipped to the site, protect coating from damage. Batten coated items to prevent abrasion.
 2. Shop painted surfaces shall be protected during shipment and handling, suitable provisions including, padding, blocking, and use of canvas or nylon slings.
- B. Acceptance at Site:
1. Deliver products to site in sealed and labeled containers; inspect to verify acceptance.
 2. Container labeling to include manufacturer's name, type of paint, brand name, brand code, coverage, surface preparation, drying time, cleanup, color designation, and instructions for mixing and reducing.
- C. Storage and Protection
1. Store paint materials at minimum ambient temperature of 45°F (7°C) and a maximum of 90°F (32°C), in well ventilated area, unless required otherwise by manufacturer's instructions.
 2. Primed surfaces shall not be exposed to weather for more than 2 months before being top coated, or less time if recommended by coating manufacturer.
 3. Take precautionary measures to prevent fire hazards and spontaneous combustion.
- D. Deliver, store, and protect products in accordance with coating manufacturer's instructions.

1.6 PROJECT CONDITIONS

- A. Environmental Requirements:
1. Provide continuous ventilation and heating facilities to maintain surface and ambient temperatures above 45°F (7°C) for 24 hours before, during, and 48 hours after application of finishes, unless required otherwise by manufacturer's instructions.
 2. No exterior coatings shall be applied during rain or snow, when the air temperature is below 50°F (10°C) or above 120°F (49°C) or when the temperature of the surface to be coated is below 50°F (10°F) except as allowed by the coating manufacturer. No coating shall be applied if a predicted temperature of 35°F (1.67°C) or lower is forecast within 24 hours of application unless the coating is enclosed and heated. No painting is to be done when the relative humidity meets or exceed 50 percent or when the substrate temperature is within 5°F (2.78°C) of the dew point, as allowed by the manufacturer.
 3. Minimum Application Temperatures for Latex Paints: 45°F (7°C) for interiors; 50°F (10°C) for exterior; unless required otherwise by manufacturer's instructions.
 4. Minimum Application Temperature for Varnish and Finishes: 65°F (18°C) for interior or exterior, unless required otherwise by manufacturer's instructions.
 5. Provide lighting level of 80-foot candles measured mid-height at substrate surface.
 6. CONTRACTOR shall be fully responsible for personnel safety during painting operations.

1.7 WARRANTY

- A. The coatings shall be warranted for five years or manufacturer's standard warranty, whichever is longer, after acceptance of the facility by the OWNER.

1.8 EXPERIENCE REQUIREMENTS

- A. Product Manufacturer: 10 years experience.
- B. Applicator: 5 years documented experience.

1.9 MAINTENANCE

- A. Extra Materials
 - 1. Provide an unopened 1-gallon 4L container of each color and surface texture to OWNER.
 - 2. Label each container with color, texture, room locations, and in addition to the manufacturer's label.

1.10 REGULATORY REQUIREMENTS

- A. Meet federal, state, and local requirements limiting the emission of volatile organic compounds.
- B. Perform surface preparation and painting in accordance with recommendations of the following:
 - 1. Paint manufacturer's instructions.
 - 2. SSPC PA 3, Guide to Safety in Paint Applications.
 - 3. Federal, state, and local agencies having jurisdiction.

1.11 ENVIRONMENTAL REQUIREMENTS

- A. Environmental Requirements:
 - 1. Do not apply paint in temperatures or moisture conditions outside of manufacturer's recommended maximum or minimum allowable.
 - 2. Do not perform final abrasive blast cleaning whenever relative humidity exceeds 85 percent, or whenever surface temperature is less than 5 degrees F above dew point of ambient air.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS - ALL COATINGS

- A. Ameron.
- B. Carboline.
- C. Tnemec.
- D. Wabec Corporation (repair of cracks in concrete only).[Not Applicable]

2.2 MATERIALS

- A. Coatings: Ready mixed, except field catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
- B. CONTRACTOR shall have complete responsibility for ensuring that each coating applied is compatible with its substitute and/or its intended finish coat, and that the completed coating system is suitable for its intended service.
- C. Accessory Materials: Thinning of paint and all accessory type materials used shall be strictly in accordance with the manufacturer's recommendations covering material types, solvents, mix ratios, and methods.

2.3 FINISHES

- A. Refer to schedule at end of Section for surface finish schedule. Colors shall be selected by OWNER from manufacturer's standard color charts.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums, unless more stringent limitations are recommended by the coating manufacturer:
 - 1. Plaster and Gypsum Wallboard: 12 percent.
 - 2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.
 - 3. Interior Located Wood: 15 percent, measured in accordance with ASTM D2016.

3.2 PREPARATION

- A. Surface preparation shall be as indicated in Part 3.7.

3.3 PROTECTION

- A. Protect elements surrounding the work of this Section from damage or disfiguration.
- B. Repair damage to other surfaces caused by work of this Section.
- C. Furnish drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces.
- D. Remove empty paint containers from site and dispose of all excess materials and empty containers in full accordance with all applicable state, federal, and local laws.

3.4 APPLICATION

- A. Apply products in accordance with manufacturer's instructions, specifically with regard to the window for application of the second coat.
- B. Do not apply finishes to surfaces that are not dry to touch.
- C. Apply each coat to uniform finish.
- D. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.
- E. Sand lightly between coats to achieve required finish.
- F. Allow applied coat to dry to touch before next coat is applied.
- G. Where clear finishes are required, tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- H. Prime back surfaces of interior and exterior woodwork with primer paint.
- I. Prime back surfaces of interior woodwork scheduled to receive stain or varnish finish with gloss varnish reduced 25 percent with mineral spirits.
- J. Paint all items throughout the project except for surfaces listed below unless shown otherwise in the plans or specifications:
 - 1. Concrete pavement and sidewalks.
 - 2. Interior fiberglass items unless specified otherwise. Exterior fiberglass shall be painted.
 - 3. Metal surfaces of anodized aluminum, stainless steel, or chromium plate.
 - 4. Operating parts, unless otherwise specified.
 - 5. Existing structures or equipment, unless otherwise specified.
- K. Repair any damage or overspray to paint on existing structures caused by construction work. Match existing colors with touch-up paint.

- L. New concrete and rubbed finish and mortar joints shall age a minimum of 30 days before application of coatings. Concrete surfaces to be painted shall be coated prior to installation of equipment, piping, conduit and supports and touched up following installation of these items. Components which cannot be adequately painted due to space limitations following installation shall be coated prior to installation and touched up after installation as well.

3.5 FINISHING MECHANICAL AND ELECTRICAL EQUIPMENT

- A. Refer to the Division 16 Electrical specifications for schedule of color-coding and identification banding of ductwork, piping, and conduit. Colors for equipment shall be selected by OWNER during submittal process.
- B. Paint shop primed equipment. Touchup paint equipment furnished with finish coatings of correct colors.
- C. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- D. Prime and paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports. For insulated pipe, provide shop and field primer coats on pipe and surface preparation and final coat on insulation jacket.
- E. Replace identification markings on mechanical or electrical equipment when painted accidentally.
- F. Paint interior surfaces of air ducts, and convector and baseboard heating cabinets that are visible through grilles and louvers with one coat of flat black paint, to limit of sight line. Paint dampers exposed behind louvers, grilles, and convector and baseboard cabinets to match face panels.
- G. Paint exposed conduit and electrical equipment occurring in finished areas.
- H. Paint both sides and edges of plywood backboards for electrical and telephone equipment before installing equipment.
- I. Color code signs, piping, conduit, and exposed ductwork in accordance with the requirements of Section 10952. Color band and identify with flow arrows and names.
- J. Replace electrical plates, hardware, light fixture trim, and fittings removed prior to finishing.

3.6 CLEANING

- A. As Work proceeds, promptly remove paint where spilled, splashed, or spattered.
- B. During progress of Work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.
- C. Collect cotton waste, cloths, and material which may constitute a fire hazard, place in closed metal containers and remove daily from site.

3.7 PROTECTIVE COATING SCHEDULE

- A. Cast-in Place Concrete Walls and Ceilings, Precast Concrete Surfaces, Equipment Bases, Pipe Supports, and Similar Surfaces, all with "smooth rubbed finish", (Interior, Non-submerged):
 - 1. Surface preparation: Allow new concrete to cure 30 days. Brush-blast as per SSPC-SP13 Surface Preparation of Concrete.
 - 2. Product and Manufacturer: Provide one of the following:
 - a. Tnemec:
 - 1) Primer: N69 Hi-Build Epoxoline II - 1 coat, 5.0 dry mils per coat.
 - 2) Finish: N69 Hi-Build Epoxoline II - 1 coat, 4.0 dry mils per coat, 160 square feet per gallon.
 - b. Carboline:
 - 1) Primer: Carboline 890 - 1 coat, 5.0 mils dft.
 - 2) Finish: Carboline 890 - 1 coat, 4.0 mils dft.
 - c. Ameron:

- 1) Primer: Amercoat 385 - 1 coat, 5.0 dry mils per coat.
 - 2) Finish: Amercoat 385 - 1 coat, 4.0 dry mils per coat, 211 square feet per gallon theoretical.
- B. Concrete Block Walls and Cast-In-Place Concrete not conforming to “smooth rubbed finish”, (Interior, Non-Submerged):
1. Surface Preparation: Allow new mortar and concrete to cure 30 days. Remove grease, oil and all foreign matter by one of the following:
 - a. Interior - Mechanically abrade cast-in-place concrete as per SSPC-SP13 Surface Preparation of Concrete.
 2. Product and Manufacturer: Provide one of the following:
 - a. Tnemec:
 - 1) Primer: 54WB Surface Coat - 1 coat, 60-80 square feet per gallon for lightweight and haydite block.
 - 2) Finish: N69 Hi-Build Epoxoline II - 2 coats, 5.0 dry mils per coat.
 - b. Carboline:
 - 1) Primer: Carboguard 954HB - 1 coat, 85-125 sf/gallon.
 - 2) Finish: Carboline 890 - 2 coats, 5.0 dry mils per coat.
 - c. Ameron:
 - 1) Primer: Amerlock 400GFK, Epoxy Block Filler - 1 coat, 100 sf/gallon.
 - 2) Finish: Amercoat 385 - 2 coats, 5.0 dry mils per coat.
- C. Concrete Floors and Walks, (Interior):
1. Surface preparation: Allow new concrete to cure 30 days. Mechanically abrade as per SSPC-SP13 Surface Preparation of Concrete or acid etch to provide a surface texture equal to or greater than ICRI CSP3.
 2. Product and Manufacturer: Provide one of the following:
 - a. Tnemec:
 - 1) Primer: Series N69 Hi-Build Epoxoline II - 1 coat, 2.0 dry mils, 530 square feet per gallon.
 - 2) Finish: Series N69 Hi-Build Epoxoline II - 1 coat, 4.0 dry mils, 268 square feet per gallon with clean, dry sand broadcast into the film and back rolled to encapsulate.
 - b. Carboline:
 - 1) Primer: Carboline 1340 clear - 1 coat, 2.0 mils dft.
 - 2) Finish: Carboline 890 - 1 coat, 4.0 mils dft with clean, dry sand broadcast into the film and back rolled to encapsulate.
 - c. Ameron:
 - 1) Primer: Nu-Klad 105A, - 1 coat, 250-400 square feet per gallon theoretical.
 - 2) Finish: Amershield - 1 coat, 5.0 dry mils, 377 square feet per gallon theoretical. Add 5 pounds 50 mesh dry wash silica sand to topcoat to provide a non-slip surface for walkway areas.
- D. Concrete Submerged or intermittently submerged Concrete only as explicitly noted in the Plans, (Interior and Exterior), (Except as required by paragraph 307.X.):
1. Surface Preparation: Allow new concrete to cure 30 days. Brush-off blast as per SSPC-SP13 Surface Preparation of Concrete.
 2. Product and manufacturer: Provide one of the following:
 - a. Tnemec:
 - 1) Finish: Series 446 Perma-Shield MCU – 2 coats, 7-9 dry mils per coat.
 - b. Carboline:
 - 1) Finish: Carbomastic 300M - 2 coats, 8-10 dry mils dft per coat.
 - c. Ameron:
 - 1) Finish: Amercoat 78HB Coal Tar Epoxy applied in 1 or 2 coats cross hatched to achieve 16 total dry mils for the system.
 3. Concrete, where Polibrid is shown.
 - a. C.I.M. (Asphaltic Urethane Membrane):
 - 1) Primer: CIM 20 Primer Sealer - 4 mils dft.

- 2) Finish: CIM 1000 - 60 mils dft with 1 coat at 60 dft for horizontal and 2 coats at 30 mils per coat dft for vertical services.
 - b. Polibrid:
 - 1) Primer: Polibrid 672 - 1 coat, 5.0 dry mils.
 - 2) Finish: Polibrid 705 - 1 coat, 60 dry mils.
 - c. Tnemec:
 - 1) Primer: Not required
 - 2) Finish: Series 436 Perma-Glaze FR – 1 coat, 60 dry mils.
 4. Vinyl Ester Coating, where required:
 - a. Surface Preparation: Brush-off blast as per SSPC-SP13 Surface Preparation of Concrete.
 - b. Product and manufacturer:
 - 1) Tnemec: Finish: Series 120 Vinestar - 2 coats, 18 dry mils per coat.
- E. Masonry (Exterior):
1. Surface Preparation: Allow new mortar to cure 28 days. All surfaces shall be dry, clean and free of all contamination. Level protrusions and mortar spatter.
 2. Product and Manufacturer: Provide one of the following:
 - a. Tnemec:
 - 1) Finish: Series 180 Tneme-Crete - 2 coats, 4.0 dry mils per coat.
 - b. Carboline:
 - 1) Primer: 954HB - 1 coat, 120 sf/gallon.
 - 2) Finish: 954HB - 2 coats, 35-45 sf/gallon depending on texture.
 - c. Ameron:
 - 1) Primer: Amerlock 400 primer - 1 coat, 8 mils.
 - 2) Finish: Amercoat 450H - 2 coats, 2.0–3.0 dry mils per coat.
- F. Ferrous Steels including Structural Metal Bar Joists, Miscellaneous Metals and Piping, including piping to be insulated, (Interior, Non-submerged), (6-Inch Scum Force Main, Lift Station Piping, and Valves):
1. Surface Preparation: SSPC-SP10 Near White Blast.
 2. Product and Manufacturer: Provide one of the following:
 - a. Tnemec:
 - 1) Shop Primer: Series 1 Omnithane - 1 coat, 3.0 dry mils
 - 2) Field primer or field touch-up: Series 135 Chembuild, 4.0 dry mils
 - 3) Finish: Series N69 Hi-Build Epoxoline II - 1 coat, 4.0 dry mils
 - b. Carboline:
 - 1) Shop primer, shop primer for bar joists, field primer or touch-up: Rustbond Penetrating Sealer 2 mils dft - 1 coat.
 - 2) Finish: Carboline 890 - 1 coat, 4.0 mils dft.
 - c. Ameron:
 - 1) Shop primer: Amercoat 68HS - 1 coat, 3.0 dry mils.
 - 2) Shop primer for Bar Joists, Field, or Field touch-up is the same as the shop primer.
 - 3) Finish: Amercoat 385 Polyamide Epoxy - 1 coat, 4.0 dry mils, 265 square feet per gallon theoretical.
- G. Ferrous Metals Encased in Concrete, Plaster, Fireproofing and Similar Materials:
1. Surface preparation: SSPC SP6, Commercial Blast Cleaning.
 2. Product and Manufacturer: Provide one of the following:
 - a. Tnemec:
 - 1) Shop Primer and Field Touch-up: Series 10-99 red - 1 coat, 2.0 dry mils, 420 square feet per gallon.
 - b. Carboline:
 - 1) Shop Primer and Field Touch-up: Carboline GH818 Red - 1 coat, 2.0 mils dft.
 - c. Ameron:
 - 1) Shop Primer and Field Touch-up: Amercoat 5105 - 1 coat, 2.0 dry mils, 497 square feet per gallon theoretical.

- d. Valspar:
 - 1) 13-4-78 Primer - 1 coat, 2.0 dry mils.
 - 3. Verify the compatibility of primer with fireproofing manufacturer.
- H. Ferrous Metals (Interior and/or Exterior, Submerged to splashing):
 - 1. Surface Preparation: SSPC-SP10, Near-White Blast.
 - 2. Product and Manufacturer: Provide one of the following:
 - a. Tnemec:
 - 1) Shop Primer: Series 1 Omnithane - 1 coat, 3.0 dry mils.
 - 2) Finish: 446 Perma-Shield MCU - 2 coat, 7-9 dry mils per coat,
- I. Ferrous Metals (Exterior, Non-Submerged):
 - 1. Shop Surface Preparation: SSPC-SP6 Commercial Blast Cleaning.
 - 2. Field Surface Preparation: Sandblasting of field welds and other imperfections. ENGINEER may require all areas to be blasted at his discretion, in accordance with SSPC-SP6, Commercial Blast Cleaning.
 - 3. Products and Manufacturer: Provide one of the following:
 - a. Tnemec:
 - 1) Shop Primer: Series N69 Hi-Build Epoxoline II - 1 coat, 3.0 dry mils.
 - 2) Field Primer: Series N69 Hi-Build Epoxoline II - 1 coat, 3.0 dry mils.
 - 3) Finish: Series 1074 Endura-Shield II - 1 coat, 3.0 dry mils per coat.
 - b. Carboline:
 - 1) Shop Primer: Carboline 893 - 1 coat, 3.0 mils dft.
 - 2) Field Primer: Carboline 893 - 1 coat, 3.0 mils dft.
 - 3) Finish: Carboline 134 - 2 coats, 1.5 mils dft per coat.
 - c. Ameron:
 - 1) Shop/Field primer: Amercoat 385 Polyamide Epoxy 1 coat, 4.0 dry mils, 265 square feet per gallon theoretical to be applied in the shop or in the field.
 - 2) Finish: Amercoat 450H High Solids Aliphatic Polyurethane - 2 coats, 1.5 dry mils per coat, 705 square feet per gallon theoretical.
- J. Galvanized Metal and Non-Ferrous Metal, Interior:
 - 1. Surface Preparation: Mechanically abrade as per ASTM D6386.
 - 2. Product and Manufacturer: Provide one of the following:
 - a. Tnemec:
 - 1) Primer: N69 Hi-Build Epoxoline II - 1 coat, 5 dry mils per coat, 160 square feet per gallon.
 - b. Carboline:
 - 1) Primer/Finish: Carboline 890 - 1 coat, 5 mils dft.
 - c. Ameron:
 - 1) Primer: Amercoat 385 Polyamide Epoxy - 1 coat, 5 dry mils per coat, 265 square feet per gallon theoretical at 4 mils dry.
- K. Galvanized Metal and Non-Ferrous Metal, Exterior, where painting is required:
 - 1. Surface Preparation: Mechanically abrade as per ASTM D6386.
 - 2. Product and Manufacturer: Provide one of the following:
 - a. Tnemec:
 - 1) Primer: N69 Hi-Build Epoxoline II - 1 coat, 3 dry mils.
 - 2) Finish: Series 1074 Endura-Shield II - 1 coat, 2 dry mils.
 - b. Carboline:
 - 1) Primer: Carboline 893 - 1 coat, 4.0 mils dft.
 - 2) Finish: Carboline 134 - 1 coat, 1.5 mils dft.
 - c. Ameron:
 - 1) Primer: Amercoat 385 Polyamide Epoxy - 1 coat, 4 dry mils, 265 square feet per gallon theoretical.
 - 2) Finish: Amercoat 450H High Solids Aliphatic Polyurethane - 1 coat, 1.5 dry mils per coat, 529 square feet per gallon theoretical at 2 dry mils.

- L. Galvanized Ferrous Metal, (Interior), Non-Ferrous Metal (Submerged or Subject to Splashing):
 - 1. Surface Preparation: Mechanically abrade as per ASTM D6386.
 - 2. Product and Manufacturer: Provide one of the following:
 - a. Tnemec:
 - 1) Primer: N69-1211 Hi-Build Epoxoline II, 1 coat, 4.0 dry mils.
 - 2) Finish: Series N69 Hi-Build Epoxoline II - 1 coat, 4.0 dry mils.
 - b. Carboline:
 - 1) Primer: Carboline 893 - 1 coat, 4.0 mils dft.
 - 2) Finish: Carboline 890 - 1 coat, 4.0 mils dft.
 - c. Ameron:
 - 1) Primer: Amercoat 385 Polyamide Epoxy - 1 coat, 4.0 dry mils, 265 square feet per gallon theoretical.
 - 2) Finish: Amercoat 385 Polyamide Epoxy, 1 coat, 4.0 dry mils, 265 square feet per gallon theoretical.
- M. Metal Surfaces Exposed to Temperatures Over 250oF.
 - 1. Surface Preparation: SSPC-SP10 Near-White Blast.
 - 2. Product and Manufacturer: Provide one of the following:
 - a. Tnemec:
 - 1) Finish: 39-1261 Silicone Aluminum - 2 coats, 1.0 dry mils per coat, 360 square feet per gallon.
 - b. Carboline:
 - 1) Finish: Carboline 4700 Aluminum - 2 coats, 1.0 mils dft per coat.
 - c. Ameron:
 - 1) Finish: Amercoat 878 Silicone Aluminum - 2 coats, 1.0 dry mils per coat, 494 square feet per gallon theoretical.
- N. Aluminum in Contact with Dissimilar Materials:
 - 1. Surface Preparation: Mechanically abrade uniformly and thoroughly to provide tooth and anchor.
 - 2. Product and Manufacturer: Provide one of the following:
 - a. Tnemec:
 - 1) Series N69 Hi-Build Epoxoline II - 2 coats, 4.0 dry mils per coat, 225 square feet per gallon.
 - b. Carboline:
 - 1) Carboline 893 - 2 coats, 4.0 mils dft per coat.
 - c. Ameron:
 - 1) Amercoat 385 Polyamide Epoxy - 2 coats, 4.0 dry mils per coat, 265 square feet per gallon theoretical.
- O. Mill-Coated Steel Pipe (Exterior):
 - 1. Surface Preparation: SSPC-SP10 Near-White blast.
 - 2. Product and Manufacturer: Provide one of the following:
 - a. Tnemec:
 - 1) Primer: N69-1211 Hi-Build Epoxoline II - 1 coat, 4.0 dry mils.
 - 2) Finish: Series N69 Hi-Build Epoxoline II - 1 coat, 4.0 dry mils.
 - 3) Exterior Finish (UV Exposure): Series 1074 Endura-Shield II, 1 coat, 3.0 mils dft.
 - b. Carboline:
 - 1) Primer: Carboline 893 - 1 coat, 4.0 mils dft.
 - 2) Finish: Carboline 890 - 1 coat, 4.0 mils dft.
 - 3) Exterior Finish: Similar to TNE MEC.
 - c. Ameron:
 - 1) Primer: Amercoat 385 Polyamide Epoxy - 1 coat, 4 dry mils, 265 square feet per gallon theoretical.
 - 2) Finish: Amercoat 385 Polyamide Epoxy, 1 coat, 4.0 dry mils, per coat, 265 square feet per gallon theoretical.
 - 3) Exterior Finish: Similar to TNE MEC.

- P. Plaster and Dry Wall Interior:
1. Surface Preparation: Sand and seal.
 2. Product and Manufacturer: Provide one of the following:
 - a. Tnemec:
 - 1) Primer: Kilz Original
 - 2) Finish: Series N69 Hi-Build Epoxoline II - 2 coats, 4.0 dry mils per coat, 225 square feet per gallon.
 - b. Carboline:
 - 1) Primer: Carboline 120 - 1 coat, 1.0 mils dft; 300-350 sf/gal.
 - 2) Finish: Carboline 890 - 2 coats, 4.0 mils dft/coat, 300 sf/gal/coat.
 - c. Ameron:
 - 1) Primer: Amerlock 400 High-Solids Epoxy Coating, 1 coat, 4.0 dry mils, 333 square feet per gallon theoretical.
 - 2) Finish: Amerlock 400 High-Solids Epoxy Coating, 2 coats, 4.0 dry mils per coat.
- Q. Wood Surfaces (Interior):
1. Surface Preparation: Sand and seal.
 2. Product and Manufacturer: Provide one of the following:
 - a. Tnemec:
 - 1) Primer: 10-99 - 1 coat, 200 to 400 square feet per gallon.
 - 2) Finish: Series 1029 Enduratone - 2 coats, 1.5 dry mils per coat.
 - b. Carboline:
 - 1) Primer: Carbocrylic 120 - 1 coat, 2.0 mils dft, 160 sq. ft/gallon.
 - 2) Finish: Carbocrylic 3359 - 2 coats, 2.0-3.0 mils dft/coat, 200 sf/gal.
 - c. Ameron:
 - 1) Primer: Amercoat 148 Synthetic Universal Primer - 1 coat, 2.0 -3.0 dry mils.
 - 2) Finish: Amercoat 220 - 2 coats, 2.0 dry mils per coat. 609 square feet per gallon theoretical.
- R. Wood Surfaces (Exterior):
1. Surface Preparation: Sand and seal.
 2. Product and Manufacturer: Provide one of the following:
 - a. Tnemec:
 - 1) Primer: 10-99 - 1 coat, 200 to 400 square feet per gallon.
 - 2) Finish: Series 1029 Enduratone - 2 coats, 1.5 dry mils per coat.
 - b. Carboline:
 - 1) Primer: Carbocrylic 120 - 1 coat, 2.0 mils dft, 160 sq. ft/gallon.
 - 2) Finish: Carbocrylic 3359 - 2 coats, 2.0-3.0 mils dft/coat, 200 sf/gal.
 - c. Ameron:
 - 1) Primer: Amercoat 148 Synthetic Universal Primer - 1 coat, 2.0 -3.0 dry mils.
 - 2) Finish: Amercoat 220 - 2 coats, 2.0 dry mils per coat. 609 square feet per gallon theoretical.
- S. Insulated Ferrous Metal Pipe, Temperatures below 200°F (Interior):
1. Surface Preparation: SSPC-SP6 Commercial Blast Cleaning
 2. Products and Manufacturer: Provide one of the following:
 - a. Tnemec:
 - 1) Primer: Series N69 Hi-Build Epoxoline II - 1 coat, 4.0 dry mils.
 - 2) Finish: Series N69 Hi-Build Epoxoline II - 1 coat, 4.0 dry mils.
 - b. Carboline:
 - 1) Primer: Rustland Penetrating Sealer - 1 coat, 2.0 mils dft.
 - 2) Finish: Carboline 890 - 1 coat, 4.0 mils dft.
 - c. Ameron:
 - 1) Primer: Amercoat 68HS - 1 coat, 3.0 dry mils.
 - 2) Finish: Amercoat 385 Polyamide Epoxy - 1 coat, 4.0 dry mils per coat, 265 square feet per gallon theoretical.
- T. Exposed Uninsulated PVC Piping and FRP Components (Interior and Exterior):

1. Surface Preparation: As recommended by coating manufacturer.
 2. Product and Manufacturer: Provide one of the following:
 - a. Tnemec:
 - 1) Finish: Series N69 Hi-Build Epoxoline II - 1 coat, 4.0 dry mils.
 - b. Carboline:
 - 1) Finish: Carboline 890 - 1 coat, 4.0 mils dft; 300 sf/gal.
 - c. Ameron:
 - 1) Finish: Amercoat 385 Polyamide Epoxy - 1 coat, 4.0 dry mils, 265 square feet per gallon.
 - d. Valspar:
 - 1) 89 Series - 1 coat, 4.0 dry mils.
 3. A second finish coating of 3 mils dft epoxy urethane shall be applied on all exterior PVC and FRP components (TNEMEC Series 1074).
- U. Metal Pipe with Temperatures up to 250°F (Interior and Exterior):
1. Surface Preparation:
 - a. Immersion Service:
 - 1) SSPC-SP10 Near-White Blast Cleaning.
 - b. Non-Immersion Service:
 - 1) SSPC-SP6 Commercial Blast Cleaning.
 2. Products and Manufacturer: Provide one of the following:
 - a. Exterior Surfaces:
 - 1) Tnemec:
 - a) Primer: Series N69 Hi-Build Epoxoline II at 4.0 dry mils.
 - b) Finish: Series N69 Hi-Build Epoxoline II at 5.0 dry mils.
 - c) Finish (UV Exposure): Series 1074 Endura-Shield II - 3 mils dft.
 - 2) Carboline:
 - a) Primer: Carboline 893 at 3.0 mils dft, 1 coat.
 - b) Finish: Carboline 890 at 4.0 mils dft, 1 coat.
 - c) Finish (UV Exposure): Similar to TNEMEC above.
 - 3) Ameron:
 - a) Primer/Finish: Amerlock 400 High Solids Epoxy Coating at 5.0 dry mils, 1 coat.
 - b) Finish (UV Exposure): Similar to TNEMEC above.
 - b. Interior Surfaces (SP10 Surface Preparation):
 - 1) Tnemec:
 - a) Primer: Tnemec 120-5002 at 15 dry mils, 1 coat.
 - b) Finish: Tnemec 120-5001 at 15 dry mils, 1 coat.
 - 2) Or Approved Equivalent.
- V. Concrete Sealed Floors (Interior):
1. Glidden:
 - a. Manufacturer's standard "water clear" emulsion-type breathing coating of acrylic resins (based on methyl methacrylate) in water recommended by manufacturer for application to interior concrete as a water-repellent coating; minimum 20 percent solids content.
 - b. Ashford Formula manufactured by Cure-Crete Chemical Company to seal and harden concrete floor.
 - c. Tnemec Series 629 CT Densifyer to seal and harden concrete floor.
- W. Outdoor fiberglass items including FRP protective tank shell on steel tanks, ductwork, blowers, and structural components shall be coated as follows:
1. Surface Preparation: Lightly sand uniformly and thoroughly to provide tooth and anchor.
 2. Products and Manufacturer:
 - a. Tnemec:
 - 1) Primer: Series N69-Hi-Build Epoxoline II, 3.0-4.0 dry mils dft. Broom surface after coating has cured.
 - 2) Finish: Series 1075-Endura Shield II, 3.0-5.0 mils dft.

- a) Caroline, Ameron, and Valspar equivalent coatings.
 - b) The intent of this specification is to obtain a polyurethane top coat for UV protection and cosmetic purposes. Primer and intermediate coats, as well as initial surface preparation shall be as recommended by the coating manufacturer for proper adhesion and serviceability on the fiberglass items to be painted.
- X. Concrete walls (monolithic or pre-cast) manholes, Headworks, BNR, and converted sludge thickener, (solids handling tank), (Interior; 6-inches below water surface elevation to top structure):
 - 1. Surface Preparation: Allow concrete to cure for 30 days. Remove any existing coatings prior to application of new coating. Brush blast or acid-etch concrete prior to coating.
 - 2. Products and manufacturer: Provide the following:
 - a. Raven Lining System (405 Epoxy Coating System)
 - 1) Coat by spray. Applied by a certified applicator – 100 mils.

3.8 REPAIR OF CRACKS IN EXISTING CONCRETE STRUCTURES [NOT APPLICABLE]

- A. Repair of cracks in existing cast-in-place walls, floors, raised slabs, and other pre-cast structures only as explicitly noted in the Plans.
 - 1. Surface preparation: Pressure wash and steel brush area of cracks and surrounding areas.
 - 2. Product and Manufacturers
 - a. Webad 151 and the Accelerator Webac 15X. Webac 151 is a hydrophobic water cut-off grout. The gel time is adjustable by the mandatory use of a certain percentage of Webac 15X Accelerator.
 - 1) In application of high pressure water intrusions, the system will react aggressively on contact with water catalyzed at 10% or more. A slightly catalyzed product of about 2% assures good penetration results in very fine capillary crack injection.

Manufacturer: Webac Corp.
 1669 E. Wilshire Avenue
 Santa Anna, CA 92705
 Phone: 1-877-932-2293
 Fax: 714-662-4446
 www.webac.com
 - b. Follow manufacturer's preparation application and safety recommendations.

END OF SECTION

DIVISION 13 – SPECIAL CONSTRUCTION

SECTION 13121
METAL BUILDING SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Metal building system:
 - a. Building system design.
 - b. Materials.
 - c. Fabrication.
 - d. Shipment.
 - e. Erection of building system.
- B. Related Specification Sections include but are not necessarily limited to:
 - 1. Section A, B, & C - Bidding Requirements, Contract Forms, and Conditions of the Contract.
 - 2. Division 1 - General Requirements.
 - 3. Division 3 - Concrete.
 - 4. Section 07900 - Joint Sealers.
 - 5. Section 09900 - Painting and Protective Coatings.

1.2 QUALITY ASSURANCE

- A. Referenced Standards:
 - 1. American Architectural Manufacturers Association (AAMA):
 - a. 621, Voluntary Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) and Zinc-Aluminum Coated Steel Substrates.
 - 2. American Institute of Steel Construction (AISC):
 - a. 303, Code of Standard Practice for Steel Buildings and Bridges (referred to herein as AISC Code of Standard Practice).
 - 3. ASTM International (ASTM):
 - a. A36, Standard Specification for Carbon Structural Steel.
 - b. A123, Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - c. A307, Standard Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
 - d. A325, Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
 - e. A490, Standard Specification for Heat Treated Steel Structural Bolts, 150 ksi Minimum Tensile Strength.
 - f. A653, Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - g. A792, Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
 - h. C991, Standard Specification for Flexible Fibrous Glass Insulation for Metal Buildings.
 - i. E84, Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 4. American Welding Society (AWS):
 - a. D1.1, Structural Welding Code - Steel.
 - 5. Metal Building Manufacturer's Association (MBMA):
 - a. Low Rise Building Systems Manual.
 - 6. Research Council on Structural Connections (RCSC):
 - a. Specification for Structural Joints Using ASTM A325 or ASTM A490 Bolts, referred to

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herein as Specification for Structural Joints.

7. Steel Structures Painting Council/NACE International (SSPC/NACE).
 - a. SP 6/NACE No. 3, Commercial Blast Cleaning.
 8. Building code:
 - a. International Code Council (ICC):
 - 1) International Building Code and associated standards, 2012 Edition including all amendments, referred to herein as Building Code.
- B. Qualifications:
1. Manufacturer's qualifications:
 - a. Manufacturer must be member in good standing of the MBMA.
 - b. Manufacturer must be an AISC Quality Certified Fabricator in the category of Metal Building Systems (MB).
 2. Erector qualification:
 - a. Erector (installer) must be approved in writing by metal building manufacturer.
 - b. Erector must have minimum of 10 years current experience in erection of similar structures.
 3. Manufacturer's Structural Engineer: Registered in the state where project is located.

1.3 DEFINITIONS

- A. Code: The word "code" refers to the Building Code
- B. Installer, or Erector:
1. Installer or erector is the person actually installing, erecting or applying the product in the field at the Project site.
 2. Installer or erector are synonymous.

1.4 SYSTEM DESCRIPTION

- A. Canopies shall be non-insulated, rigid frame type with monoslope type roofs, as indicated in the Drawings.
1. Provide portal frames in the side walls perpendicular to the rigid frames as indicated in the drawings.
 2. Provide 10'-0" and 3'-0" skirt wall around perimeter of metal building canopy as shown on the Plans. North face has no skirting. Skirt wall shall be framed with girts and sheathed with wall panels that match roof panels.

1.5 SUBMITTALS

- A. Shop Drawings:
1. See Specification Section 01330 for requirements for the mechanics and administration of the submittal process.
 2. Product technical data including:
 - a. Acknowledgement that products submitted meet requirements of standards referenced.
 - b. Manufacturer's technical reference manual containing all of the manufacturer's standard construction details and specifications.
 - 1) Manufacturer's erection manual containing all details and methods for installation of building frame, roof system, wall system, and accessories.
 - 2) Edit to mark out items not used for this installation.
 - c. Structural calculations stamped and signed by a professional Structural Engineer licensed in the State of Texas.
 - 1) Include list of design loads and loads transmitted to foundation through columns or walls and location where loads occur.
 - 2) Submit calculations for information only.
 3. Fabrication drawings:
 - a. List of all design loads and combination of loads.
 - 1) Governing reaction for use in foundation design to be clearly indicated.

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- b. Size and location of each component of the building.
 - 1) Include clearance under structural framing members.
 - 2) Include cross-section of components.
 - c. Fasteners and details of fasteners connecting each component of the building.
 - d. Size, location and details of anchor bolts, base plates, and all other components fastened to the foundation.
 - e. Details of fascia panels, roof panels, finishes, flashings, closures, closure strips, trim, gutters, downspouts, calking, and all other miscellaneous components.
- B. Samples:
 - 1. Metal finish samples of roof and fascia panels, roof trim, and fascia trim for Engineer's selection.
 - a. Color to match standing seam roofing supplied elsewhere on project site.
 - 2. Color chart is not acceptable.
- C. Operation and Maintenance Manuals:
 - 1. See Specification Section 01330.
 - a. The mechanics and administration of the submittal process.
 - b. The content of Operation and Maintenance Manuals.
- D. Miscellaneous Submittals:
 - 1. Manufacturer's and Erector's Qualifications.
 - 2. Manufacturer's approval of erector.

1.6 WARRANTY

- A. Manufacturer's standard warranty.
- B. Manufacturer's 20 year warranty for factory applied coating system against blistering, chipping, cracking, peeling, or color fading of wall and roof panels.
- C. Provide notice of any exceptions taken to warranties.

PART 2 -PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Subject to compliance with the Contract Documents, the following manufacturers are acceptable:
 - 1. Metal building systems:
 - a. Mueller, Inc.
 - b. NCI Building Systems.
 - c. Nucor Building Systems
 - d. Butler Building Systems.
- B. Submit request for substitution in accordance with Specification Section 01330.

2.2 MATERIALS

- A. Structural Members: Galvanized steel.
- B. Anchor Bolts:
 - 1. ASTM A307, ASTM A36, or equal, hot dipped galvanized steel.
 - 2. Embedment details to be developed by Engineer upon receipt of anchor bolt and loading information for approved Shop Drawings from building manufacturer.

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- C. Fasteners:
 - 1. Building frame, girts, and purlins: Hot Dipped Galvanized ASTM A325 or ASTM A307 Bolts
 - 2. Roof and wall panels: Stainless steel, or stainless steel heads with corrosion-resistant shanks.
 - 3. Miscellaneous fasteners: Corrosion resistant.
- D. Roof and Fascia Panels: ASTM 307, ASTM A36 Steel, finished as indicated herein.
- E. Gutters and Downspouts: Same material and finish as wall panels.
- F. Grout: See Section 03600.
- G. Closures: Neoprene.
- H. Caulking and Sealants: See Specification Section 07900.
- I. Trim: Same material and finish as wall or roof panel.

2.3 ACCESSORIES

- A. Gutters and Downspouts:
 - 1. Size:
 - a. Size to match gutters and downspouts elsewhere on project.
 - 2. Minimum 24 GA steel.
 - 3. Corrosion protection treatment and final finish same as roof panels.
 - 4. Locate/arrange downspouts to avoid drainage on sidewalks, landings, stoops, driveways, etc.
- B. Roof Penetration Flashing (Maximum 13 IN DIA):
 - 1. Flashing material: EPDM rubber with an aluminum sealing ring base.
 - 2. Minimum projection above the weather surface of the roof: 8 IN.
 - 3. Configuration of the flanges to match the roof panel.
- C. Bridge Crane Support System
 - 1. Metal Building Manufacture shall be responsible to design and provide the method of supporting bridge crane runway beams including all attachments, connections and bracing associated with bridge crane runway support systems.
 - 2. Top Running Bridge Crane Specifications in accordance with Section 14305-Bridge Crane Systems: Metal Building Manufacture is to confirm all bridge crane design information with bridge crane manufacturer.

2.4 BUILDING DESIGN CRITERIA

- A. Critical Dimensions:
 - 1. Roof slope: As indicated on the Drawings.
 - 2. Provide minimum clear height as indicated on the drawings.
- B. Building Foundation:
 - 1. All footings, foundations, anchor bolts and piers have been designed based on assumed loadings and reactions.
 - a. Member sizes and geometry may vary depending on the building being supplied.
 - b. Do not construct these members until Engineer has verified design with approved Shop Drawings of metal building being supplied.
- C. Modifications:
 - 1. Buildings which vary dimensionally from those indicated may be bid providing:
 - a. Minimum interior horizontal dimensions and clear heights are maintained.
 - b. Foundation re-design and construction costs are included in Bid.
 - 2. Building dimension changes in either horizontal or vertical direction resulting in either 10

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- percent change of envelope volume or lighting height or spacing shall be addressed by incorporating any necessary changes to mechanical or electrical systems or any other building component impacted, at no additional cost to Owner.
- a. Design changes must be approved by Engineer prior to constructing changed item or system.
 - b. Does not apply to structural member sizes.
3. Contractor is responsible for incorporating any necessary changes to foundations, mechanical, or electrical systems or to any other building component.
 - a. Design changes must be approved by Engineer prior to constructing changed item or system.
 4. Itemize modifications in a separate attachment to the bid form and include all modifications in the bid price.
 5. Completed building to be free of excessive noise from wind induced vibrations under ordinary weather conditions to be encountered at location of erection, and meet all specified design requirements listed below.
- D. Roof Live Loads: See drawings.
1. As per the building code.
- E. Snow Loads:
1. See drawings for criteria governing snow load calculation.
- F. Wind Loads:
1. See drawings for criteria governing wind load calculation.
- G. Seismic (Earthquake) Loads:
1. See drawings for criteria governing earthquake load calculation.
- H. Auxiliary Loads:
1. Contractor shall coordinate and account for any additional appurtenant loads not shown on drawings.
- I. Combination of Loads:
1. The combining of dead, live, wind, seismic and auxiliary loads for design purposes shall be set forth in the Building Code, unless otherwise specified.
 2. Horizontal sway deflection of building due to combination of required design loads: $H/120$ (max).
 3. Deflection of purlins and secondary members not to exceed $L/180$ of its span when supporting applicable vertical live, dead, and auxiliary loads.

2.5 FABRICATION

- A. General:
1. Fabricate building structure, roof and fascia panels, accessories and trim in accordance with requirements of AISC and MBMA.
 2. Provide all necessary clips, flashing angles, caps, channels, closures, bases and any other miscellaneous trim required for complete water and airtight installation.
 - a. Provide an inside closure at the base of all corrugated panels and an outside closure at the top of all corrugated panels in addition to all other closure strips required.
 - 1) Form closure strips to fit the corrugation of the metal panels and securely support in place.
 - 2) Closure strips shall fit between corrugated panels and trim or flashing as required to completely fill all gaps.
 - b. Provide flashing at all intersections of fascia panels and roof panels, and above all openings in fascia and roof panels, in addition to all other flashing required.
 - 1) Form flashing:
 - 2) To completely contain water on the outside of the canopy.
 - a) To be watertight and securely fastened in place.
 3. Fabricate and prepare material for shipment knocked down.

4. Factory punch frame to receive all fasteners.
 5. Finishes:
 - a. Frame members, purlins, girts, secondary framing and subframing: Galvanized as specified Galvanized framing shall not be painted.
 - b. Roof and Fascia Panels: Galvalume per ASTM A792.
- B. Roof Panels:
1. 24 GA minimum, galvalume per ASTM A792, Class AZ50 coating designation, structural quality.
 2. Standing seam interlocking rib configuration.
 3. Length: Sufficient to cover entire length of any unbroken roof slope up to 40 FT.
 4. Panel width: per manufacturer.
 5. Profile: per manufacturer.
 6. Panel depth: per manufacturer.
 7. Concealed fasteners required.
- C. Fascia Panels:
1. 26 GA minimum, galvalume per ASTM A792, Class AZ50 coating designation, structural quality.
 2. Panel width: per manufacturer.
 3. Profile: per manufacturer.
 4. Panel depth: per manufacturer.
 5. Exposed fasteners permitted.

2.6 SOURCE QUALITY CONTROL

- A. Testing:
1. Employ and pay for the services of a qualified independent testing agency to inspect and test all structural steel work for compliance with Contract Documents.
 2. Independent testing agency shall have a minimum of five (5) years performing similar work and shall be subject to Owner's approval.
- B. Responsibilities of Testing Agency:
1. Inspect field welding in accordance with AWS D1.1, Section 6 including the following non-destructive testing:
 - a. Visually inspect all welds.
 - b. Test 50 percent of full penetration welds and 10 percent of fillet welds with liquid dye penetrant.
 - c. Test 20 percent of full penetration welds with ultrasonic or radiographic testing.
 2. Inspect high-strength bolting in accordance with the RCSC Specification for Structural Joints, Section 9.
 - a. Inspect while work is in progress.
 3. Inspect structural steel which has been erected.
 4. Prepare and submit test reports to Engineer.
 - a. Assist Engineer to determine corrective measures necessary for defective work.

2.7 MAINTENANCE MATERIALS

- A. Provide 4 OZ of touch up paint for each finish provided on the building.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
1. Install tolerances in accordance with AISC Code of Standard Practice.
 - a. Install products straight without bowing, sagging, or warping.

CITY OF SAN JUAN
WATER PLANT ADDITIONAL GARAGE
00210-6
INSTRUCTION TO BIDDERS

2. Install all fasteners.
3. Install base plates on grout bed.
 - a. Grout bed to be 1 IN thick unless noted otherwise on the Drawings.B. Separate the roof support member from the roof panel, except at each concealed structural fastener, with a spacer of material having a density of not less than 2 pcf and, if of a combustible material, having a flame spread rating no greater than 25.
- C. Fasten roof panels to purlins or secondary support members in accordance with manufacturer's recommendations.
- D. Install fascia panels to supporting structure with exposed fasteners.
 1. Finish of fasteners to match panel finish.
- E. Install trim and other miscellaneous items in accordance with manufacturer's instructions and details.

3.2 ADJUSTING AND CLEANING

- A. Touch up paint any scratched factory finished surfaces or remove and replace as directed by Engineer.
- B. Remove and replace any damaged wall or roof panels, frames, etc., as directed by Engineer.

PART 4 - SUPPLEMENTS

4.1 SUPPLEMENTS

- A. The supplement listed below, following "END OF SECTION", is part of this specification.
 1. GENERAL REQUIREMENTS- Additional Specification

END OF SECTION

Standard specifications for pre-fabricated metal buildings from Royal Metal Building Components

The buildings shall include all primary and secondary structural framing members, connection bolts, covering, doors, windows, skylights, flashing, fasteners, closures, sealant tape, caulking, insulation, and other miscellaneous items as shown or called for in the drawings or specifications, unless specifically excluded in contract.

A complete set of drawings showing anchor bolt settings, sidewall, endwall, roof framing, cross-sections, covering and flashing details will be furnished. These drawings will be stamped by an engineer registered to practice in the state of Texas. A letter of certification will also be provided signed by a registered professional engineer stating that the building design meets the project design criteria and is in accordance with generally accepted engineering practices, upon request.

All structural steel sections and welded plate members shall be designed in accordance with the AISC Specification for Structural Steel Buildings—Allowable Stress Design and Plastic Design. All light gauge cold-formed structural members and exterior covering shall be designed in accordance with the AISI Specification for the Design of Cold-Formed Steel Structural Members.

All buildings will be designed to meet building design requirements set forth by the version of the International Building Code specified by Royal, unless otherwise specified by the customer. It is the customer's responsibility to verify that the design specifications meet the local building code and insurance requirements. Roof live load, collateral load, and wind load will be specified by the customer.

All framing members shall be shop fabricated for field bolted assembly. Field cutting or drilling, when required, shall be clearly noted on the drawings.

Roof covering shall be of 26 Gauge, Acrylic Galvalume Coated Steel Panels, unless otherwise noted. Wall covering shall be of 26 Gauge, Painted Galvalume Coated Steel Panels, unless otherwise noted.

All fasteners for roof covering will have a zinc coated aluminum cast head (ZAC) with a neoprene, sealing washer for weather-tightness. Wall covering fasteners shall have a long life coating along with a neoprene, sealing washer for weather-tightness.

Sealant tape for all roof panel laps shall be 3/8" in width.

Flashing and trim shall be furnished at the rake, corners, eaves, framed openings, and wherever necessary to provide weather tightness and a finished appearance. Eave gutters shall be provided, unless otherwise noted.

Closure strip shall be provided for eave and rake condition.

Tube sealant shall be provided for eave gutter.

Bare Galvalume Warranty— 25 year warranty against rupture, structural failure, or perforation. Painted Galvalume Finish Warranty— 40 year warranty against excessive chalking and color change, peeling and cracking. Details of the warranties are available upon written request.

Fiberglass Insulation will have a VRR facing and be 3" in thickness, with a R-10 Rating, unless otherwise noted.

Specifications do not include any foundation design. The building manufacturer's standards will be followed, unless otherwise noted above. All material is guaranteed to be as specified. Anchor Bolt Plans and Erection Drawings will be provided. Anchor Bolt Plans will include column reactions.

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 10, 2024

Consider Authorizing the City Manager to Renew a Contract Between the City of San Juan and AIM GIS Solutions for the Geographic Information System (GIS) Services. [Monica Gomez, Interim Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

The approval of this Agreement will help to implement, develop, train and maintain the Geographic Information System (GIS) services. The GIS will serve the citizens and the City, maintain data as accurately as possible, and will help to access the information easily with other agencies. During the past year, GIS has helped to implement, develop, train and maintain the information provided by the different departments.

RECOMMENDATION:

Staff recommends approval of the contract.

PREPARED BY:

Monica Gomez,
Interim Director of
Planning

APPROVED BY:

Benjamin Arjona, City
Manager

AIM GIS



SOLUTIONS



esri[™]

Partner Network
Bronze

Geographic Information System (GIS) Solutions and Services Renewal Proposal

prepared for

City of San Juan

August 29, 2024

Proposal Contacts:

Sergio Castro, ENP
Owner

Direct: 956-480-2437

scastro@aimgissolutions.com

Aimee Castro, MSOL
Owner

Direct: 956-578-5999

acastro@aimgissolutions.com

Non-Disclosure

The contents of this document and provided to the Customer by AIM GIS Solutions (**AIM GIS**) are confidential. This restricts the disclosure of any information herein to a third-party and other terms and conditions under the terms of a Non-Disclosure Agreement between **AIM GIS** and the Customer, if applicable.

Open Records Act Request

The customer will immediately advise **AIM GIS** in writing of any Open Records Act type of requests as it may relate to this proposal, or any information contained herein.

Evaluation Purpose Only

AIM GIS's evaluation herein is based on its knowledge and expertise but is dependent upon information provided to **AIM GIS** on behalf of the customer. As such, the information contained herein is intended for Customer evaluation purposes only.

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1. NEEDS ASSESSMENT OVERVIEW

AIM GIS always strives to provide the best solutions and services possible. For this reason, we always like to understand our client's needs and expectations through a needs assessment study to better guide ourselves on what GIS solutions and services to offer.

1.1 ABOUT US

AIM GIS builds strong relationships with our clients, and we want our clients to be satisfied with our GIS solutions and services.

We will be satisfied once you are!

With **nineteen (19) years** of experience in Geographic Information Systems (GIS) in many industries such as 9-1-1, public safety, emergency management industry, and local government entities, **AIM GIS** understands the day-to-day GIS solutions and services needed by them. **AIM GIS** strongly associates with many local governments, the private sector, educational entities, and international relationships.

VISION STATEMENT

AIM GIS's vision is to provide outstanding professional services, practical and innovative training, and cost-effective solutions for those we serve. Our vision empowers us to grow and contribute to the quality of life of the communities and organizations of the Lower Rio Grande Valley.

MISSION STATEMENT

- To assist an ever-increasing number of public, educational, or private sector clients in uniting state-of-the-art geographical information technologies to enhance and expand their operations.
- To provide unparalleled, client-focused services designed to ensure long-term, mutually beneficial relationships.
- To assist our employees in maximizing their talents and reward them for their individual contributions.
- To generate profits to allow the company to grow and prosper to ensure the continuation of services of the highest quality.
- To leverage our recognized position as a community asset to promote social betterment.

We provide all-inclusive GIS solutions and services as follows:

- GIS Map Data Development and Enhancements
- Server and WEB GIS Administration Services
- ArcGIS Online Administration
- Addressing and Address Verification Process
- Planning and Zoning Database Development
- Public Works Database Development
- Utilities Database Development
- GPS Field Collection and Verification
- Drone Services and Implementation
- Data Analysis
- Maintenance Services
- NG9-1-1, Public Safety, and Emergency Management GIS Data Development
- Grant GIS Data Resources
- Customize Training Services
- Project Management Services

And much more!

1.2 AGENCY NEEDS AND EXPECTATIONS

As many agencies need to create, maintain, and develop their GIS data, solutions and services, The City of San Juan (**AGENCY**) has the same exact needs. The **AGENCY** need to continue with mapping out all types of geospatial data, train on such data, and many other features to serve their clients better. After our first term with the AGENCY as their GIS expert, **AIM GIS** has been able to identify the following Needs and Expectations of the **AGENCY** that still need to be worked on:

- 1.) Serve as the addressing coordinator and provide address for new developments
- 2.) Continue to process street name verifications for new developments
- 3.) Currently creating and development the following GIS Data:
 - a. Subdivisions
 - b. Converting the following AutoCAD DWG Data to GIS:
 - i. Water
 - ii. Sanitary Sewer
 - iii. Stormwater
 - iv. Annexations
- 4.) Currently creating and developing the following smart forms using ArcGIS Survey123 Application:
 - a. Planning & Zoning Commission Application
 - b. Subdivision Plat Review Application
 - c. Mobile Food Court Application
 - d. Physical Address Request

- 5.) Creating and developing GIS workflow to generate documents needed for Zoning Cases.
- 6.) Creating and developing web editor for Zoning Cases
- 7.) Continue to maintain and update GIS data that was created and develop during the previous proposal term.
- 8.) Continue ArcGIS Online administration and management.
- 9.) The city still has the need to integrate GIS data with other equipment such as GPS units, drones, permitting systems and others.
- 10.) Continue to maintain and update the **AGENCY's** GIS Online Map.
- 11.) Planning and Zoning Cases continue to be time consuming.
- 12.) Continue to Update and Maintain Annexation Data
- 13.) Still need to develop workflows and processes for other day-to-day operations.
- 14.) Continue to make recommendations for IT support with WEB administration and general needs
- 15.) Continue to server as liaison with other stakeholders.
- 16.) Continue to prepare, develop and create Field Map applications for data collection and use of Field Worker license.

The **AGENCY** can expect to accomplish all these needs and expectations with our GIS solutions and services. However, this is dependent on the **AGENCY** providing data to **AIM GIS** to process and work on.

2. PROPOSAL OVERVIEW

The following is the proposal for the **AGENCY**, which will help to implement, develop, train, and maintain its GIS solutions and services within their organization to serve its stakeholders better. We created a plan to deliver the needed GIS solutions and services based on information gathered from our need assessment study.

Specifically, this proposal is for the **AGENCY** to continue with their GIS solutions and services program, maintain GIS data as accurate as possible and become a GIS driven organization. All solutions and services will be done with ESRI technology, the leader in GIS platform development. Our GIS solutions and services will assist the **AGENCY** in developing new data, accessing information more efficiently, and sharing data more easily with other agencies. The advanced feature of GIS will help us develop better workflows and customized training for the **AGENCY**.

It is understood that the **AGENCY** is interested in continuing GIS solutions and services from **AIM GIS**, and we are here to serve and partner with the **AGENCY** to fulfill this goal.

2.1 GIS SOLUTIONS AND SERVICES

Besides the **NEEDS** specified in **SECTION 1.2**, As part of this proposal, the following GIS solutions and services will continue to be included:

- GIS Map Data Development and Enhancements
- Addressing and Address Verification Process
- ArcGIS Online Administration
- All Departments Database Development
- Third party software data updates
- NG9-1-1, Public Safety, and Emergency Management GIS Data Development
- Data Analysis
- Maintenance Services
- Customize Training Services with limited hours as specified in **SECTION 2.2**
- IT Support and Maintenance

Other services, **NOT INCLUDED IN THIS PROPOSAL** but may be requested from **AIM GIS** include:

- Other Customize Training upon usage of hours included in this proposal and/or other training needed not cover by this proposal.
- GPS Field Collection and Verification
- Drone Services and Implementation
- Project Management Services
- Hardware or Software Procurement Services

2.2 CUSTOMIZE TRAINING SERVICES

As part of this proposal, **AIM GIS** will provide eight (8) hours of training included in the pricing per year. However, the hours will expire each year, and they will not accumulate to the next year. **AIM GIS**, with the assistance of the **AGENCY**, will be responsible for the setup of all training.

If **AIM GIS** is requested to do training after the eight (8) hours have been used, a job task order will be generated for these services and **AIM GIS** will charge the corresponding fee associated for the training under the **Services and Fees Schedule**. However, no such

services shall commence unless **AIM GIS** obtains written approval from **AGENCY** to proceed with such services.

Dates and Times for such trainings will be coordinated with the **AGENCY**, and they will also be responsible for providing the venue for the training. **AIM GIS** will not charge for travel or meals within the Lower Rio Grande Valley (Hidalgo, Cameron, Starr, and Willacy Counties). However, any living expenses (such as hotel and per diem expenses) will be charged to the **AGENCY**, or the **AGENCY** may pay in advance for them. However, prior to incurring such living expenses, **AIM GIS** shall obtain written approval from the **AGENCY**.

2.3 SOFTWARE REQUIREMENTS

The **AGENCY** is still responsible for all software licenses and renewal fees that may occur during the term of this proposal and will provide AIM GIS access as needed. However, **AIM GIS** will provide administrative assistance and assist the **AGENCY** in obtaining temporary licenses if needed. **AIM GIS** will serve as your liaison with ESRI to ensure you purchase the necessary licenses and extensions.

2.4 GIS DATA FORMAT

Any GIS data created, gathered, or developed by **AIM GIS** will be provided to the **AGENCY** in a file geodatabase and will do all work using ArcGIS Pro. Furthermore, most current data will be house in the AGENCY's ArcGIS Online organizational account.

2.5 HARDWARE REQUIREMENTS

The **AGENCY** is responsible for all the hardware needed to fulfill the GIS solutions and services outlined in this proposal. **AIM GIS** will serve as an IT consultant to the **AGENCY**, updating any existing or new hardware available so that the software can run efficiently. Upon request, **AIM GIS** can also recommend new hardware specifications if needed at no additional cost.

2.6 NETWORK RECOMMENDATIONS

If the **AGENCY** has a network in place, **AIM GIS** will work with the **AGENCY's** respective IT personnel to ensure all GIS solutions and services work properly through the network. **AIM GIS** will make recommendations to the **AGENCY** as we move along with the project to improve and enhance network reliability for the purpose of this proposal.

2.7 DELIVERABLES

The success of these deliverables depends on both agencies' participation and involvement in promptly providing GIS solutions and services. The **AGENCY** will need to provide a reliable point of contact for communication purposes and questions as needed from the **AGENCY**. We will ask the city for data as needed throughout the duration of this proposal.

AIM GIS can make certain deliverables from their offices, and others will require on-site customer visits, venue visits, or fieldwork. For the following table, refer to the following legend to identify which deliverables will be performed at **AIM GIS** office or customer location:

- ➡ Performed from **AIM GIS** office.
- ➡ Performed at the customer location, venue, or fieldwork.

Outline of Deliverables:

- ➡ Customize trainings (**AGENCY** may define a location as needed)
- ➡ Attend meetings as requested by **AGENCY** (must coordinate with **AIM GIS** at least a week in advance)
- ➡ Update map data and training materials.
- ➡ Develop, create, and implement new data and/or online applications.
- ➡ Progress meetings via Teams once a month or as needed.
- ➡ Ongoing support and maintenance
- ➡ Administer ArcGIS Online Services
- ➡ Publish all GIS data to ArcGIS Online
- ➡ Standardize all GIS data.
- ➡ Configure and set up all mobile devices.
- ➡ Synchronize data for sharing of most updated information across all platforms.
- ➡ Provide consulting services as requested.
- ➡ Develop Standard Operating Procedures for day-to-day operations, for example Rezoning Cases.

2.8 OTHER SERVICES

As part of this proposal, **AIM GIS** will provide following services at no additional cost to the **AGENCY**:

- IT support and maintenance in general
- Consulting services for new or existing projects
- Serve as a liaison with other agencies.

These services can be requested by the **AGENCY** as needed throughout the term of this proposal and will work with **AIM GIS** available schedule.

DISCLAIMER:

AIM GIS would like to make sure the **AGENCY** understands that for **AIM GIS** to fulfill this proposal access to the software and data will be required. However, the **AGENCY** is the sole owner and authority of all licenses and data utilized, updated, or maintained by **AIM GIS**. Furthermore, the hours recommended within this proposal will not be sufficient for **AIM GIS** to complete all the work the **AGENCY** needs within the term. However, any additional hours **AIM GIS** invests within this proposal will not have any additional cost to the **AGENCY**. We also promise to deliver our best efforts with this proposal.

3. TERMS, CONDITIONS, AND PRICING INFORMATION

AIM GIS offers the **AGENCY** GIS solutions and services that will allow the **AGENCY** to improve how it serves its members. This pricing includes the costs for developing, implementing, training, and delivering such GIS solutions and services.

The terms, conditions, and pricing below are based on costs associated with carrying out the best possible proposal plan for the **AGENCY**. The estimates are based on our experience in delivering cost-effective services to agencies. All travel for installation, collection, and delivery of GIS data is included in this proposal. **AIM GIS** commits to the costs specified within this proposal through the **ACCEPTANCE AND APPROVAL** by both agencies.

3.1 TERMS AND CONDITIONS

1. **TERM:** The term for this proposal shall be **twelve (12) months**, starting from **October 1, 2024, to September 30, 2025, for ten (10) hours per month**. Furthermore, this proposal will be renewed according to **SECTION 3.3** of this proposal.
2. **MONTHLY RECURRING CHARGE (MRC):** This proposal will be paid out in monthly payments & **payments will be due on or before the 1st of the month starting on November 1, 2025**. **AIM GIS** will coordinate with the **AGENCY** to submit invoices on a timely matter for payment to be processed. In accordance with the **AGENCY's** payment process.
3. **GIS SOLUTIONS AND SERVICES:** **AIM GIS** will provide all the items specified under **SECTION 2.1** of this proposal as part of the price.
4. **CUSTOMIZE TRAINING SOLUTIONS:** **AIM GIS** will provide training hours as specified in **SECTION 2.2** of this proposal.
5. **IT SUPPORT AND MAINTENANCE:** **AIM GIS** will work with the Agencies IT Department to provide recommendations needed for the software and data storage needs.
6. **PROJECT MANAGEMENT SERVICES:** This only applies to any existing or new GIS-related projects from the **ACCEPTANCE AND APPROVAL** of this proposal.
7. **TRAVEL, MEALS, AND LIVING EXPENSES:** As mentioned in **SECTION 2.2**, travel and meal expenses will not be charged to the **AGENCY**. However, any living expenses will be charged to the **AGENCY** unless they pay for them in advance. However, prior to incurring any living expenses, **AIM GIS** shall obtain written approval from the **AGENCY**.

3.2 PRICING INFORMATION

The following table outlines the pricing for all items in **SECTION 3.1 - TERMS AND CONDITIONS**:

DESCRIPTION	TERM ¹	MRC ²
GIS Solutions and Services ³	12 Months	\$1,500
Training Services ⁴	8 Hours	\$0.00
IT Support and Maintenance ⁵	12 Months	\$0.00
Project Management Services ⁶	12 Months	\$0.00
Travel, Meals & Living Expenses ⁷	12 Months	\$0.00

NOTE: This proposal is a lump sum per month with a calculated amount of 10 hours per month and based on our **Services and Fees Schedule provided with this proposal**. Any additional hours that **AIM GIS** invest will not be charged to the **AGENCY**.

TWO (2) YEAR TERM DISCOUNT: **AIM GIS** is willing to provide all the items outlined in this proposal at a 10% discounted price per month if a two (2) year term is accepted in **SECTION 4 – ACCEPTANCE AND APPROVAL**.

3.3 RENEWAL CONTINGENCY

This proposal may be renewed by mutual written agreement by both parties for an additional one-year term.

3.4 CANCELLATION CLAUSE

To cancel this proposal, written notice shall be received by either party **30 days** prior to cancellation date.

3.5 NON-APPROPRIATION CLAUSE

Notwithstanding anything in this proposal to the contrary, any and all payments which the **AGENCY** is required to make under this proposal shall be subject to annual appropriation or other availability of funds. If the **AGENCY** cannot appropriate funding, then either party has the right to terminate this proposal by providing ten (10) days' written notice to the other party.

4. ACCEPTANCE AND APPROVAL

ACCEPTANCE OF PROPOSAL TERM

Please indicate below which term the **AGENCY** will be accepting for this proposal:

(Please select one)

☐ 12-Month Term (1 year) \$1,500 / Monthly

☐ 24-Month Term (2 years) \$1,350 / Monthly

APPROVAL AND AUTHORIZATION FOR PROPOSAL

The parties hereto, each acting with proper authority **APPROVE AND AUTHORIZE** this proposal to begin on **October 1, 2024**.

Sergio Castro, ENP

Full name

Full name

Owner

Title

Title

Signature

Signature

8/29/2024

Date

Date



Mayor: Mario Garza
Mayor Pro-Tem: Marco “Markie” Villegas
Commissioners: Ernesto “Neto” Guajardo
Adina “Dina” Santillan
Jesus “Jesse” Ramirez

MEMORANDUM

Consideration to Approve the Interlocal Agreement Between the City of San Juan and the City of Weslaco for Animal Control Operations and Impoundment Services and Authorize the Mayor to Execute any Related Documents. [Leandro Sifuentes, Chief of Police]

STAFF COMMENTS AND RECOMMENDATIONS:

Contract pricing will remain the same as last year. However, the City of Weslaco will no longer allow residents of San Juan to drop off animals. As a result, the City of San Juan Animal Control Officer will have to deliver animals to Weslaco at a cost of \$150 per animal. Additionally, Weslaco Animal Services will no longer be open on weekends or after 5:00 pm on weekdays..

RECOMMENDATION:

The Police Department recommends approval.

PREPARED BY:

Leandro Sifuentes, Chief
of Police

APPROVED BY:

Benjamin Arjona, City Manager

SERVICE CONTRACT §

RECITALS

SECTION I CONTRACT AGREEMENT

- Weslaco Animal Care Services hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday.

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i)CITY OF SAN JUAN
Benjamin Arjona, City Manager
709 S Nebraska Avenue
San Juan, Texas 78589

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from SAN JUAN may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

SAN JUAN agrees to pay CITY for services contracted herein as follows:

- A. SAN JUAN shall pay CITY \$150.00 per animal impounded at CITY'S shelter.
- B. SAN JUAN shall pay CITY \$85.00 per deceased animal taken to CITY'S shelter.
- C. SAN JUAN citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. SAN JUAN shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- E. SAN JUAN shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with SAN JUAN'S invoice.

SAN JUAN will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction shall lie in Hidalgo County, Texas.

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2024 and shall continue in full-force and effect through October 1, 2025.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If SAN JUAN cannot appropriate sufficient funding to fulfill its contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to SAN JUAN.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

SECTION VIII HOLD HARMLESS

To the extent permitted under the Constitution and laws of the State of Texas City Of San Juan agrees to indemnify and hold harmless and defend City, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or

negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

IN WITNESS WHEREOF, CITY and SAN JUAN have executed two (2) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____
Adrian Gonzalez, Mayor

255 S Kansas
Weslaco, Texas 78596
Phone: 956.968.3181
Fax: 956.973.3128

ATTEST:

BY: _____
Norma A. Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez
Attorney at Law

City Attorney

CITY OF SAN JUAN

BY: _____
Mario Garza, Mayor

City Of San Juan
709 N Nebraska
San Juan, Texas 78589
956-223-2200

ATTEST:

BY: _____
Brenda Escalante, City Secretary

APPROVED AS TO FORM ONLY:

Ricardo Palacios and Cricelda Palacios, City Attorney

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 10, 2024

Consider Second and Final Reading of an Ordinance Providing for the Conditional Use Permit to Operate Santa Chelada Drive-Thru and the Sale of Alcoholic Beverages (BQ – Wine and Malt Beverage Retail Dealer’s Off-Premise) at 4101 N. Veterans Boulevard, Legally Described as the West 132.37 Feet of the North 120 Feet of Lot 5, Block 5, John Closner Subdivision, as Requested by KSNA, LLC. [Monica Gomez, Interim Director of Planning]

STAFF COMMENTS AND RECOMMENDATIONS:

At the City Commission Meeting on August 27, 2024, the City Commission approved the First Reading of the Ordinance as presented by staff.

Previously, staff provided the following background:

The applicant is requesting a permit to operate a drive-thru business and the Sale of Alcoholic Beverages for Off-Premise Consumption at the corner of 41st Street and Veterans Boulevard. The location has been used as drive-thru business since 2010.

The proposed days and hours of operation are Monday through Friday from 10:00 a.m. to 12:00 a.m., Saturday from 10:00 a.m. to 1:00 a.m. and Sundays from 10:00 a.m. to 11:00 p.m.

The applicant will need to comply with the Texas Alcoholic Beverages Commission (TABC) requirements. Additional permits may be required with the City of San Juan for different alcohol permits.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to ten (10) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

RECOMMENDATION:

During the regular scheduled meeting on August 22, 2024, the Planning and Zoning Commission recommended approval of the conditional use permit as presented with a 6-0 vote.

PREPARED BY:

Monica Gomez,
Interim Director of
Planning

APPROVED BY:

Benjamin Arjona, City
Manager

MEETING DATES:
PLANNING AND ZONING COMMISSION – 08/22/2024
CITY COMMISSION – 08/27/2024
DATE PREPARED – 09/06/2024

PAGE 1

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Conditional Use Permit for a drive-thru business and the Sale of Alcoholic Beverages (*BQ – Wine and Malt Beverage Retail Dealer’s Off-Premise*) at “Santa Chelada Drive-Thru”

APPLICANT: KSNA, LLC.

SURVEYOR/ENGINEER: N/A

LEGAL: West 132.37 feet of the North 120 feet of Lot 5, Block 5, John Closner Subdivision.

LOCATION: 4101 N. Veterans Boulevard

EXISTING ZONING: North – Outside city limits

ADJACENT ZONING: South – Adult Day Care; General Business District (C-2)
East – Residential; General Business District (C-2)
West – Outside city limits

ACCESS AND CIRCULATION: This property has access along 41st Street.

PUBLIC SERVICES: Water service is provided by the North Alamo Water Supply Corporation; sewer is provided by the City of San Juan.

RECOMMENDATION: Staff recommends approval of the conditional use permit subject to comply with the list of requirements in the attached report.

EVALUATION AND CONDITIONS FOR APPROVAL

The applicant is requesting a permit to operate a drive-thru business and the Sale of Alcoholic Beverages for Off-Premise Consumption at corner of 41st Street and Veterans Boulevard. The location has been used as drive-thru businesses since 2010.

The proposed days and hours of operation are Monday thru Friday from 10:00 a.m. to 12:00 a.m., Saturday from 10:00 a.m. to 1:00 a.m. and Sundays from 10:00 a.m. to 11:00 p.m.

The applicant will need to comply with the Texas Alcoholic Beverages Commission (TABC) requirements. Additional permits may be required with the City of San Juan for different alcohol permit.

The following are the list of requirements:

1. The applicant must comply with the City's *Security Cameras Ordinance*.
2. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license, conditional use, occupational license and health permits.
3. No loading or unloading of merchandise in a public street.
4. Must maintain the buffer fence within the residential uses.
5. There shall be no smoking inside the premises at any time.
6. The business must comply with the city's noise ordinance.

Staff mailed a notice of the public hearing before the Planning and Zoning Commission to ten (10) property owners within a two hundred (200) foot radius and received no comments in favor or against this request.

ATTACHMENTS:	Location Map Aerial Photo Zoning Map Site Plan Letter from property owner List of neighboring property owners receiving notice Ordinance
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FINAL RESOLUTION OF REQUEST & COMMENTS:

P&Z – 08/22/2024 Commissioner Yzaguirre made a motion to approve the conditional use permit as presented by staff. Commissioner Cantu seconded the motion. Motion passed unanimously with a 6-0 vote.

Ms. Gomez explained the conditional use permit is to open a drive-thru business and the sale of alcoholic beverages for off-premise consumption at the business located at the northeast corner of Veterans and 41st Street. The zoning around the area is a mixture of residential and commercial uses. The proposed operation hours are Monday thru Friday from 10:00 a.m. to midnight, Saturdays from 10:00 a.m. to 1:00 a.m. and Sundays from 10:00 a.m. to 11:00 p.m. Public notices and letters were mailed out and no comments were received in favor or against the request.

Commissioner Magallan open the public hearing at 6:01 p.m. No persons were present in the audience to speak in favor or against the request. Commissioner Magallan closed the public hearing.

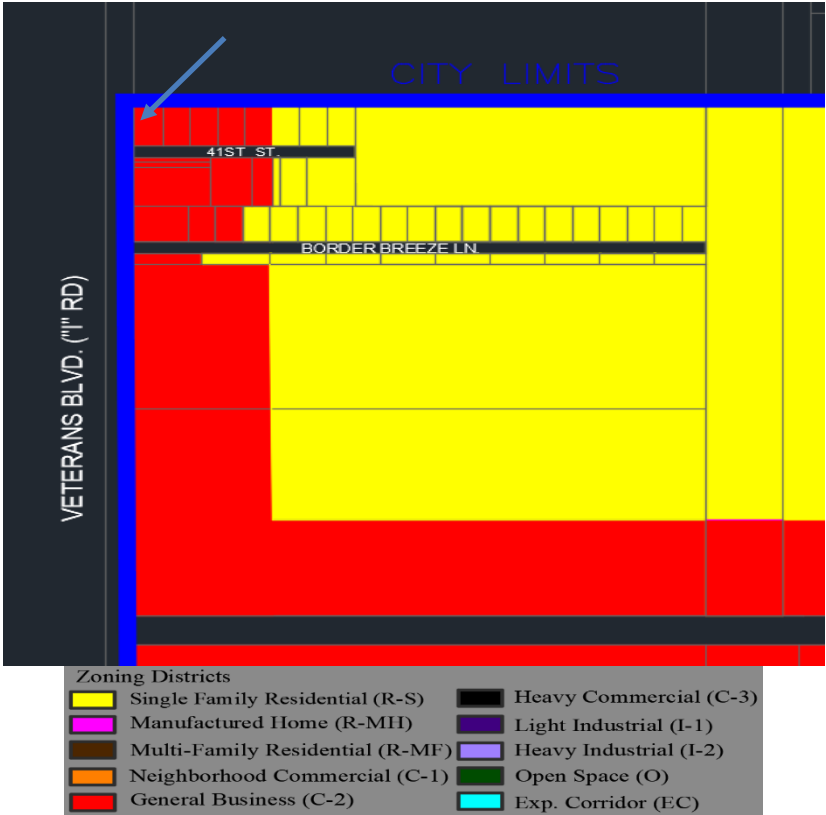
Commissioner Magallan asked if the business was used as drive-thru business before. Ms. Gomez responded yes; she said last year a permit was granted to open Las Cariñosas Drive-Thru at same location.



Location Map



Location Map



Zoning Map



ORDINANCE NO.

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGE (BQ – WINE AND MALT BEVERAGE RETAIL DEALER'S OFF-PREMISE) AT SANTA CHELADA DRIVE-THRU, LOCATED AT 4101 N. VETERANS BOULEVARD, LEGALLY DESCRIBED AS THE WEST 132.37 FEET OF THE NORTH 120 FEET OF LOT 5, BLOCK 5, JOHN CLOSER SUBDIVISION, AS PROVIDED IN ARTICLE IV, OF THE ZONING ORDINANCE, CITY OF SAN JUAN, HIDALGO COUNTY, TEXAS, PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; PROVIDING FOR A CODE DISPOSITION.

WHEREAS, KSNA, LLC. has applied for a Conditional Use Permit under Article IV; of the Zoning Ordinance of the City of San Juan to operate a drive-thru business and for the Sale of Alcoholic Beverages for Off-Premise Consumption at the Santa Chelada Drive-Thru, located at 4101 N. Veterans Boulevard, San Juan, Texas.

WHEREAS, this type of activity is prohibited by said Zoning Ordinance unless a Conditional Use Permit is granted; and,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN JUAN, TEXAS, AS FOLLOWS:

SECTION I. That a Conditional Use Permit under Article IV of the Zoning Ordinance of the City of San Juan, Texas, be granted to KSNA, LLC. has applied for a Conditional Use Permit to operate a drive-thru business and the Sale of Alcoholic Beverages for Off-Premise Consumption at 4101 N. Veterans Boulevard, subject to the following conditions:

1. The applicant must comply with the City's *Security Cameras Ordinance*.
2. Owner agrees to pay an annual fee to the City of San Juan to maintain the alcohol license, conditional use, occupational license and health permits.
3. No loading or unloading of merchandise in a public street.
4. Must maintain the buffer within the residential uses.
5. There shall be no smoking inside the premises at any time.
6. The business must comply with the city's noise ordinance.

SECTION II. PUBLICATION AND EFFECTIVE DATE CLAUSE. This Ordinance shall be published in the official newspaper of the City of San Juan, Texas, as provided by law, and shall be and remain in full force and effect from the after said date of publication.

PASSED and **APPROVED** on first reading on the 27th day of August, 2024.

PASSED and **APPROVED** on second and final reading on the 10th day of September, 2024.

CITY OF SAN JUAN

MARIO GARZA, MAYOR

ATTEST:

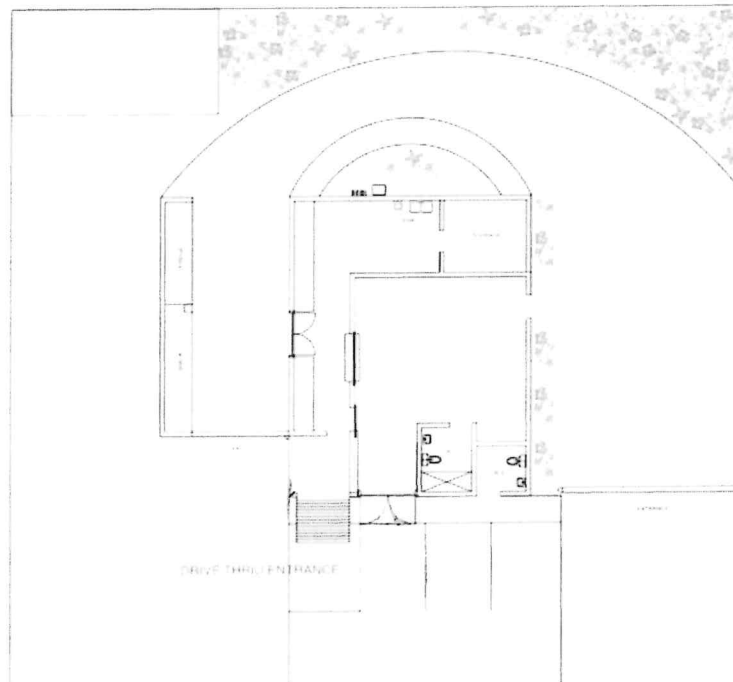
APPROVED BY:

Palacios, Garza & Thompson, P.C.

BRENDA ESCALANTE
CITY SECRETARY

CITY ATTORNEY

Santa Chelada Drive-Thru
Site Plan



AFFIDAVIT OF KENNETH A. SENCION

STATE OF TEXAS

§

§

COUNTY OF HIDALGO

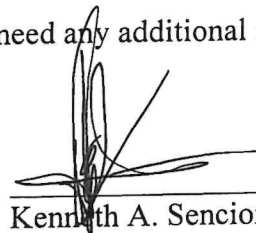
§

Before me, the undersigned authority, on this day personally appeared affiant Kenneth A. Sencion, who proved to me to be the person whose name is subscribed to this Affidavit and who acknowledged to me that he executed the same, and after he was duly sworn, upon his oath, he deposed and said:

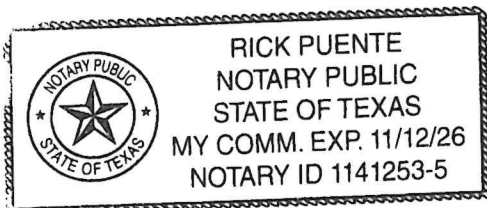
My name is Kenneth A. Sencion. I am over 18 years of age, of sound mind and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

I am the managing member of KSNA LLC dba SANTA CHELADA, located at 4101 N. Veterans Blvd, San Juan, Texas 78589 (Lot 5 Block 5 John Closner). Our business will be a drive thru convenience store with a wide variety of drinks, snacks, and food items available for sale. We will be open from Monday thru Friday from 10 am to 12am. On Saturday we will be open from 10 am-1am. On Sunday we will be open from 10am-11pm. Initially, our store will be operated by me and my brother, Diego A. Sencion. I hope to hire employees once our business is well established.

If you should have any questions or need any additional information, please feel free to call me at 626-341-9537.


Kenneth A. Sencion

SWORN TO and SUBSCRIBED before me by Kenneth A. Sencion on this 25th day of July 2024.




Notary Public in and for the State of Texas
My Commission Expires on
November 12, 2026.

¹ Rick Puente-Notary Public: PO Box 1514, San Juan, TX 78589 (956) 782-8425

Conditional Use Permit for the Sale of Alcoholic Beverages (BQ-Wine and Malt Beverage Retail Dealer's Off-Premise) at Santa Chelada Drive-Thru located at 4101 N. Veterans Boulevard, legally described as the West 132.37 feet of the North 120 feet of Lot 5, Block 5, John Closner Subdivision, as Requested by KSNA, LLC.

KSNA LLC
"Santa Chelada"
2807 May Ave.
Mission, Tx 78574

Jose & Gloria Indalecio
PO Box 2293
San Juan, Tx 78589

Jessica Torres
934 Border Breeze
San Juan, Tx 78589

Maria Villarreal & Juan M.
Villarreal
913 S. Mayberry Blvd.
Alton, Tx 78573

Juan & Griselda Aguilar
1305 E. Prosperida Dr.
Pharr, Tx 78577

Elizabeth Gonzalez
714 W. 41st
San Juan, Tx 78589

Moctezuma Zuniga
939 Border Breeze
San Juan, Tx 78589

Sergio Armando Leal
912 W. 41st
San Juan, Tx 78589

Claudia Hernandez Solis
3913 N. Veterans Blvd
San Juan, Tx 78589

Andres Solis
935 Border Breeze
San Juan, Tx 78589

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COMMISSION REGULAR MEETING
SEPTEMBER 10, 2024

Consider Second and Final Reading of an Ordinance Adopting the Proposed Tax Rate and Levy for the City of San Juan, Texas for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025. [Leroy Gonzales, Director of Finance]

STAFF COMMENTS AND RECOMMENDATIONS:

Consider Second and Final Reading of an Ordinance Adopting the Proposed Tax Rate and Levy for the City of San Juan, Texas for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025.

RECOMMENDATION:

Approve as Presented

PREPARED BY:

Leroy Gonzales,
Director of Finance

APPROVED BY:

Benjamin Arjona, City
Manager

ORDINANCE NO. ____

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF SAN JUAN, TEXAS ADOPTING THE TAX RATE AND LEVYING AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF SAN JUAN, TEXAS, FOR THE 2024-2025 FISCAL YEAR ENDING SEPTEMBER 30, 2025 AND THE TAX YEAR 2023 IN CONFORMITY WITH THE CHARTER PROVISIONS AND ORDINANCES OF THE CITY AND THE PROPERTY TAX CODE OF THE STATE OF TEXAS: PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; AND ORDIAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, Section 26.05 Texas Tax Code provides for the procedures for adoption of the ad valorem tax rate for municipalities; and

WHEREAS, the vote on the tax rate must be a record vote as reflected hereunder and such vote was separate from the vote of the City Commissioners adopting the budget as required by law; and

WHEREAS, a motion being first made as follows: “I move that property taxes be decreased by the Adoption of the Rate of **\$0.6765**”, and upon vote of the City Commissions as follows:

	<u>Aye</u>	<u>Nav</u>	<u>Absent</u>
Mayor Mario Garza	<u> </u>	<u> </u>	<u> </u>
Mayor Pro-Marco “Markie” Sanchez	<u> </u>	<u> </u>	<u> </u>
Commissioner Adina Santillan	<u> </u>	<u> </u>	<u> </u>
Commissioner Ernesto “Neto” Guajardo	<u> </u>	<u> </u>	<u> </u>
Commissioner Jesus “Jesse” Ramirez	<u> </u>	<u> </u>	<u> </u>

AND, WHEREAS, THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF SAN JUAN, TEXAS, THAT:

SECTION I: There shall be and is hereby levied for the fiscal year ending September 30, 2025, and the Tax year 2023, upon the assessed taxable value of all property of every description subject to taxation within the City of San Juan, Texas, on the 1st day of January A.D. 2023, the following tax rates, to wit:

- (a) An ad valorem tax to be computed at the rate of **\$0.4608** per **\$100.00** of the assessed taxable value thereof estimated in lawful currency of the United States of America for the purpose of paying the general expenses of the City Government for the period ending **September 30, 2025**, as provided in the appropriate ordinance adopted by the Board of Commissioners of the City of San Juan, Texas, and when collected such monies are to be deposited in the fund known as the “General Fund” and disbursed for the purposes stated in said ordinance.

- (b) An ad valorem tax to be computed at the rate of **\$0.2157** per **\$100.00** of the assessed taxable value thereof estimated in lawful currency of the United States of America for the purpose of paying the interest and principal on the several outstanding debt issues of the City of San Juan, Texas, such levy being in conformity with the requirement of the levy of taxes heretofore made by ordinance and orders of the Board of Commissioners of the said City of San Juan, Texas relating to such indebtedness.

SECTION II: All ordinances or parts of ordinance in conflict herewith are hereby repealed.

SECTION III: This Ordinance shall be and remain in full force and effect from and after its passage by the Board of Commissioners.

SECTION IV: The City Secretary is hereby authorized and directed to cause the caption of this ordinance to be published in a newspaper having general circulation in San Juan, Hidalgo County, Texas in accordance with the Home Rule Charter of the City of San Juan, Texas, Section 2.15 (C) **Printing of Ordinances and Resolutions:** but it shall not be published in the Code of Ordinances of the City of San Juan as it is not amendatory thereof; however, it shall be cited in the appropriate appendix of the Code of Ordinances.

SECTION V: If any part or parts of this Ordinance are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to the extent this Ordinance is considered severable.

READ, CONSIDERED, PASSED and APPROVED on FIRST READING at a regular meeting of the City Commission of the San Juan, Texas at which a quorum was present and which was held in accordance with Chapter 551 of the Texas Government Code on this **10 day of September 2024**.

CITY OF SAN JUAN

By: _____

Mario Garza, Mayor

ATTEST:

By: _____

Brenda Escalante, City Secretary