

CONTRACT DOCUMENTS
for
JOHNSON COUNTY

**JOHNSON COUNTY LAW
ENFORCEMENT CENTER
SANITARY SEWER IMPROVEMENTS**

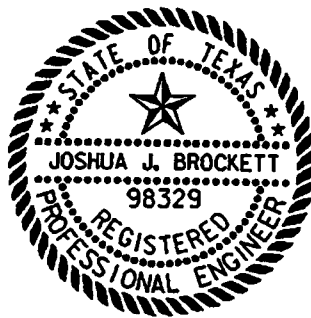
JOHNSON COUNTY, TEXAS

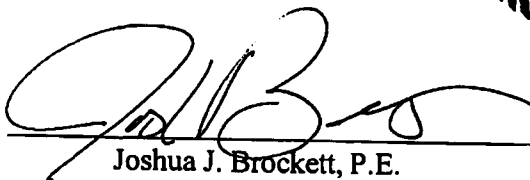
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Prepared By:

CE **CHILDRESS ENGINEERS**
ENGINEERS & CONSULTANTS

211 N. Ridgeway, Cleburne, Texas 76033
(817) 645-1118




Joshua J. Brockett, P.E.

8/14/2014
Date

JOHNSON COUNTY
CONTRACT DOCUMENTS
FOR
JOHNSON COUNTY LAW ENFORCEMENT CENTER
SANITARY SEWER IMPROVMENTS

TABLE OF CONTENTS

PART 1 (White): BIDDING DOCUMENTS

Advertisement For Bids
Addenda
Instructions For Bidders
Standard Terms & Conditions
Bid Forms
Bid
Notice of Award
Notice to Proceed

PART 2 (Gold): AGREEMENT DOCUMENTS

Standard Form of Agreement
Performance Bond
Payment Bond
Certificate of Insurance
General Conditions of Agreement

PART 3 (Pink): SPECIAL CONDITIONS OF AGREEMENT

PART 4 (Green): SANITARY SEWER SPECIFICATIONS

**ADVERTISEMENT
FOR BIDS**

ADVERTISEMENT FOR BIDS

Johnson County, Texas will receive sealed bids in Johnson County Purchasing Office, 1102 East Kilpatrick, Suite B, Cleburne, Texas 76031 and opening same at a public opening at the Office of the Johnson County Public Works, Cleburne, Texas at 10:00 A.M. (CST) on September 2, 2014 for the following item(s):

JOHNSON COUNTY LAW ENFORCEMENT CENTER SANITARY SEWER IMPROVEMENTS

To be considered, a bid must be in the Johnson County Purchasing Office, time/date stamped, on or before the above mentioned date and time and sealed in an envelope addressed to the Purchasing Office and showing the bid date.

The award will be made at a scheduled meeting of the County.

Bid information may be obtained in the Johnson County Purchasing Office, 1102 East Kilpatrick Street, Ste. B, Cleburne, Texas or by telephoning (817) 556-6384.

The **CONTRACT DOCUMENTS** may be examined at the following location:

Childress Engineers
211 North Ridgeway Drive
Cleburne, Texas 76033
817-645-1118

Copies of the **CONTRACT DOCUMENTS** may be obtained at the office of Childress Engineers upon payment for plan purchase of \$50.00 for each set. No refund will be made.

This project includes: Construction of a new lift station, wet well and valve vault, salvage and reinstallation of the existing wet well pumps. One (1) macerator and controls, and 310 LF of 8" sanitary sewer line.

Each bid shall be accompanied by a cashier's check or certified check made payable to the Johnson County, or a bid bond, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five (5%) percent of the total bid. The bid security must be enclosed in the same envelope with the bid.

The Johnson County, Texas reserves the right to accept or reject any proposal or bid or any part thereof or any combination of bids and to waive any or all informalities.

In accordance with Title II - Public services, Americans With Disabilities Act, reasonable accommodations to furnish auxiliary aids or special accommodations to assist persons with special needs will be provided when 48 hours advance notice is given. Contact Personnel Department at (817) 556-6350 for information.

8/14/14
Date

/s/ Roger Harmon
County Judge

ADDENDA

JOHNSON COUNTY

JOHNSON COUNTY LAW ENFORCEMENT CENTER
SANITARY SEWER IMPROVEMENTS

ADDENDUM NO. 1

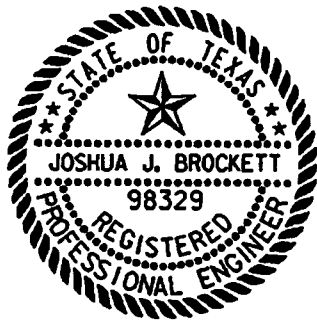
August 14, 2014

GENERAL CONDITIONS OF AGREEMENT

Para. 2.01, OWNER-ENGINEER RELATIONSHIP, Page G-2:

For the purpose of this contract, the following statement shall apply:

It shall be understood that Johnson County is providing part-time construction inspection for the project, and that the County's inspector shall be considered as a designated representative of the Engineer.



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JOHNSON COUNTY

JOHNSON COUNTY LAW ENFORCEMENT CENTER
SANITARY SEWER IMPROVEMENTS

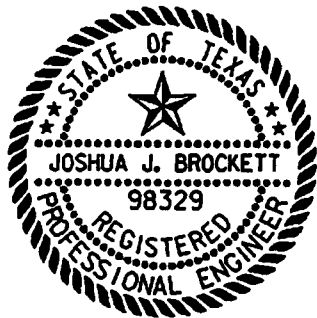
ADDENDUM NO. 2

August 14, 2014

A trench safety system design shall be provided by the Contractor as a separate specification item for this project. The trench safety system plans and specifications must be designed, signed and sealed by a Registered Professional Engineer currently licensed to perform work in the State of Texas. A separate bid item is provided for the design and implementation of the Trench Safety System.

Trench excavation, shoring etc. shall be provided by the Contractor in accordance with the plans and specifications provided therefor. It is the Contractor's responsibility to insure that all excavation work and site conditions are within the regulations as established by the Occupational Safety and Health Administration (OSHA) standards as contained in Subpart P, Part 1926 of the Code of Federal Regulations, or latest revision thereof. Other OSHA standards also apply.

Any property damage or bodily injury (including death) that arises from the use of the trench excavation plans, from the Contractor's negligence in performance of contract work, or from the Owner's failure to note exceptions to the excavation plan shall remain the sole responsibility and liability of the Contractor.



CHILDRESS ENGINEERS

Joshua J. Brockett, P.E.

**INSTRUCTIONS FOR
BIDDERS**

Instructions For Bidders

Respondents or representatives of the Respondent are prohibited from contacting or communicating in any means with any consultant, employee, manager or elected official of Johnson County concerning this proposal except for questions concerning the proposal by Respondents directed through Johnson County Purchasing Director by email to ramcbroom@johnsoncountytexas.org; Ralph McBroom. Failure to comply with this guideline will result in immediate disqualification from the proposal process.

1. Receipt and Opening of Bids:

A. Carefully read all portions of the proposal package and fill out all forms properly and completely.

B. **All proposals must be sealed** when returned to Johnson County.

Preparation of Bids: Each bid must be submitted on the prescribed form. All blanks must be filled in, in ink or typewritten, in both words and figures. In addition, the Contractor shall provide a second copy of the signed and filled out bid form and the bid bond in the bid envelope.

Each bid must be submitted in a sealed envelope bearing the name of the bidder, bidder's address, bid number and the name of the project, JOHNSON COUNTY LAW ENFORCEMENT CENTER SANITARY SEWER IMPROVEMENTS, complete. If bids are submitted by mail, the sealed bid envelope must be enclosed in another envelope addressed as specified in the bid form.

The proposal must be signed and dated by a representative of the vendor's company who is authorized to negotiate contracts. It should be sealed, and received by Johnson County Purchasing Agent, 1102 East Kilpatrick, Suite B, Cleburne, Texas 76031 by the closing date and time specified. A facsimile transmission is **not** an acceptable response to this RFP.

EXAMPLE OF PROPERLY IDENTIFIED ENVELOPE

(Company Name) (Return Address)	(Stamp)
Johnson County Purchasing Office 1102 East Kilpatrick, Ste. B Cleburne, Texas 76031	
Bid Opening Date:	

- C. Submit one (1) original bid with original signature and (1) flash drive that contains your bid return.
- D. All questions/checklists/blanks must be included in your response either on the forms provided or you may submit your answers on a separate document as long as the answers correspond by question letter or number. Failure to include any of the requested information within your Proposal may result in rejection/disqualification.
- E. Proposals will be received, publicly opened and acknowledged on September 2, 2014 at 10:00am in the Purchasing Conference Room located at 1102 East Kilpatrick, St B, Cleburne, Texas. Proposal prices will NOT be available to the public until the negotiation process is complete and a contract is awarded; if any.

The complete proposal packages shall be submitted to the Johnson County Purchasing Department by 10:00am, September 2, 2014. Hand delivered proposals will be received at the same address mentioned below. A proposal is invalid if it has not been returned/mailed to the designated location listed below prior to the time and date of receipt of Proposals as indicated in this document. **LATE PROPOSALS WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Agency Contact Information:
Johnson County Purchasing Office
1102 East Kilpatrick, St. B
Cleburne, Texas 76031
Phone: 817-556-6384

- F. Proposal Submission Checklist: This section outlines the information that must be included in your proposal. Vendors should review this list to ensure that their proposals include all required information prior to submission. Johnson County reserves the right to reject any and all proposals or parts of any and all proposals for any one or more supplies or contractual services included in the proposal, when such rejection is in the best interest of the county. **The vendors must abide by the proposal format as outlined in this RFP.**

Section	Title
1	Printed and signed forms (All forms in Bid Forms Section)
2	Bid
3	Bid Bond
4	USB Flash Drive containing copy of proposal

2. **Pre-Bid Conference (Not Required)**

All persons desiring to bid on this project are invited to a non-mandatory pre-bid conference scheduled for _____ at One North Main, Suite 305, Cleburne, Texas. There will be county staff present to answer any questions concerning the bidding process or specifications.

All interested parties are urged to attend. The purpose of the pre-bid conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid documents. Any addendum will be sent to all parties known to have a bid package.

3. **Failure to Enter Into Contract**

The successful bidder, upon failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he receives 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.

4. **Conditions of Work**

Each bidder should inform himself fully of the conditions relating to the construction of the project. He should carefully examine the plans and specifications, visit the job site, and familiarize himself with all conditions relating to construction costs. Failure to do so will not relieve the successful bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of the contract.

If a bidder should find discrepancies in the plans and specifications or in any other documents, he should at once ask for clarification from the Engineer. Failure to receive written clarifications from the Engineer prior to submitting a bid will not relieve the successful bidder of the obligation to carry out the provisions of the contract. Such clarifications and interpretations will be issued in the form of an addendum to the contract and will be sent to all prospective bidders. Requests for clarifications should be addressed to Childress Engineers, Engineers and Consultants, 211 N. Ridgeway Drive, Cleburne, Texas 76033.

5. **Time of Beginning and Completion**

The successful bidder shall commence work within ten (10) calendar days and complete same within sixty(60) calendar days from the date of written notice to commence work.

The Contractor shall receive permission from the COUNTY for the storing of supplies or equipment on-site before project begins.

6. Liquidated Damages

A. For each calendar day that any work shall remain incomplete after the time specified in the proposal and the contract, or the increased time granted by the Owner, the sum per day given in the following schedule will be deducted from the monies due the CONTRACTOR, not as a penalty but as liquidated damages:

Amount of Contract		Amount of Liquidated Damages Per Day
Less than	\$ 5,000.00	\$ 60.00
\$ 5,000.00	to 14,999.99	80.00
15,000.00	to 24,999.99	100.00
25,000.00	to 49,999.99	120.00
50,000.00	to 99,999.99	160.00
100,000.00	to 499,999.99	240.00
More than	500,000.00	500.00

B. This sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but it shall be deemed, taken and treated as reasonable liquidated damages, since it would be impractical and extremely difficult to fix the actual damages, and the Owner may withhold from the CONTRACTOR'S compensation such liquidated damages.

7. Preconstruction Conference

After award of the contract and execution of all documents, the Contractor will be required to attend a preconstruction conference with representatives of the County, the Engineer and others.

8. Wage Rates (Not Required)

Wage rates paid on this project shall not be less than those indicated on the Wage Rate Schedule included herein. These rates meet all prevailing wage requirements as enacted by the Legislature of the State of Texas: in Chapter 2258 of the Texas Government Code.

9. Subletting

The Contractor shall perform with his own organization, and with the assistance of workman under his immediate superintendence, work of a value of not less than fifty-one percent (51%) of the value embraced in the contract. If the Contractor sublets any part of the work to be done under these Contract Documents, he will not under any circumstances be relieved of the responsibility and obligation assumed under these Contract Documents. All transactions of the Engineer will be with the Contractor. Subcontractors will be considered only in the capacity of employees or workmen of the Contractor and shall be subject to the same requirements as to character and competency. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times, when the work is in operation, be represented either in person or by a superintendent or other designated company representatives.

**STANDARD TERMS
AND
CONDITIONS**

Johnson County Standard Terms and Conditions

By returning this proposal with price(s) quoted, Respondent's certify and agree to the following:

1. Alternate proposals will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Johnson County, Texas Purchasing Agent, a request for clarification. Such requests must be received a minimum of seven (7) days prior to scheduled opening date.
2. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Johnson County of the proposal or final executed contract. Termination in whole, or in part, by the County may be made solely at the County's option and without prejudice to any other remedy to which Johnson County may be entitled by law or in equity, or elsewhere under this RFP or the agreement, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Johnson County shall not pay for work, equipment, services or supplies, which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance.
3. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the RFP. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.
4. The Respondent shall affirmatively demonstrate Respondent's qualifications by meeting or exceeding the following minimum requirements:
 - ✓ Have adequate financial resources, or the ability to obtain such resources as required.
 - ✓ Be able to comply with any required or proposed delivery schedule.
 - ✓ Have a satisfactory record of performance.
 - ✓ Have a satisfactory record of integrity and ethics.
 - ✓ Be otherwise qualified and eligible to receive the award.
5. Invoices shall be sent to the Johnson County Purchasing Department, 1102 East Kilpatrick, Ste. B, Cleburne, TX 76031. Invoices must detail the materials/equipment/services delivered and **must reference the Johnson County Purchase Order Number.** Payments are processed after the Purchasing Department has verified that the material or equipment and/or services have been delivered in good condition and that no unauthorized substitutions have been made according to specifications. Neither a signed receipt nor payments shall be construed as an acceptance of any defective work, improper materials, or release of any claim for damage.

6. Only the Commissioners Court of Johnson County, Texas acting as a body may enter into any type of agreement or contract on behalf of Johnson County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Johnson County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to Commissioners Court approval and signature by the authorized County official.
7. The Respondent shall be considered an independent Contractor and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
8. The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
9. The Respondent agrees, during the performance of the work, to comply with all applicable municipal codes and ordinances and statutes of the State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
10. The Respondent shall obtain from the appropriate Municipal, Johnson County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State, for performance of the work.
11. The Respondent shall not sell, assign, transfer or convey the agreement in whole or in part, without the prior written consent of the County.
12. The parties herein agree that the agreement shall be enforceable in Johnson County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Johnson County, Texas.
13. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal Laws.
14. Funding Clause - Payments required to be made by Johnson County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Johnson County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Johnson County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Purchasing Agent to remove all property belonging to said Respondent as soon as possible. Payment for final

invoice will be subject to verification and approval by the purchasing agent. Thereupon, Johnson County will be released from its obligation to make further payments.

15. Johnson County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposals tendered. Proposals offered must be complete and all inclusive. Johnson County will not pay additional taxes, surcharges or other fees not included in bid prices.
16. Johnson County expressly reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Johnson County.
17. In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.
18. Proposals may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
19. The agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be executed after determination of the award; if any.
20. Respondent must provide a certificate of insurance conforming to the above listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required by subject agreement.
21. Johnson County reserves the right to terminate an agreement/contract at any time, without cause, upon thirty (30) days written notice to Respondent. Upon termination, Johnson County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Johnson County shall not be liable for loss or reduction in any anticipated profit.

22. Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications.
23. Johnson County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Johnson County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Johnson County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Johnson County.
24. Respondents must agree to provide the following information as part of this proposal:
 - ✓ Form of business. (If a corporation, limited partnership or limited liability Company, indicate the state of creation).
 - ✓ Name of contact person (single point of contact with the Respondent).
 - ✓ List of all criminal charges, civil lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - ✓ List all criminal charges, civil lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection or award of the RFP.
 - ✓ Current fiscal year-end and year-to-date financial statements.
25. Johnson County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within 10 business days after approval of the selection by the Johnson County Commissioners Court. Johnson County Reserves the right to award multiple contracts as necessary and in the best interest of the County.
26. Johnson County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
27. Costs of preparation of a response to this request for proposals are solely those of the Respondent. Johnson County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Johnson County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

28. The successful Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this request for proposal. Johnson County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this agreement.
29. Respondent understands and agrees that in returning a response to this proposal/bid that it is neither an "offer" nor an "acceptance" until such time a formal contract is authorized/awarded by the Johnson County Commissioners Court; if any.
30. Termination - The performance of work under this order may be terminated in whole or in part by Johnson County in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Respondent of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer.
31. Force Majeure - If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
32. Assignment Delegation - No right or interest in this contract shall be assigned or delegation of any obligation made by Respondent without the written permission of Johnson County. Any attempted assignment or delegation by Respondent shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
33. Waivers - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved

party.

34. **Modification** - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
35. **Applicable Law** - This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
36. **Advertising** - Respondent shall not advertise or publish, without Johnson County's prior consent, the fact that Johnson County has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
37. **Right to Assurance** - Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
38. **Venue** - Both parties agree that venue for any litigation arising from this contract shall be in Johnson County, Texas.
39. **No negotiations, decisions, or actions** shall be executed by the respondent as a result of any discussions with any public service official, employee and/or consultant. Only those transactions provided in written form may be considered binding.
40. **The contents of each respondent's proposal, including specifications** shall remain valid for a minimum of 180 calendar days from the Proposal due date.
41. **All documents submitted as part of the respondent's offering** will be deemed confidential during the evaluation process.
42. **Subcontracting**: The respondent must function as the single point of responsibility for the Agency. No respondent shall submit a proposal comprised of separate software packages from multiple subcontractors.
43. **Investigation of Conditions**: Before submitting a proposal, proposer should carefully examine the scope of this work including consideration of the site of the work, and fully inform themselves to the conditions of the equipment and limitations.
44. **Contract Award**:
 - 1) Johnson County reserves the right to reject any or all proposals and to waive any minor informality or irregularity in a responder's response if deemed in the best interests of the County.

2) Award of a contract (if any) resulting from this RFP will be made only by written authorization from Johnson County Commissioners Court.

45. **Conflict of Interest:** No public official shall have interest in this bid except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.
46. **Ethics:** The respondent and/or respondent's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.
47. **Design, Strength, Quality of materials and workmanship** must conform to the highest standards of manufacturing and engineering practice.
48. All Hardware of any other item offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.
49. **Descriptions:** Whenever an article or material is defined or used in the RFP specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
50. **Addendum:** Any interpretations, corrections or changes to this RFP and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFP. Respondents shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.
51. **Patents/Copyrights:** The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.
52. **Contract Administrator:** The Contract Administrator will serve as the sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful respondent. Unless directly outlined in this specification the respondent shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the proposal process. The County will not pay for work, equipment or

supplies, which it deems unsatisfactory.

53. **Warranty:** Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
54. **Remedies:** The successful respondent and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
55. **Silence of Specification:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
56. The successful respondent shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the respondent, its agents, representatives, volunteers, employees or subcontractors. The respondent's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the respondent's insurance and shall not contribute to it. Further, the respondent shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Purchasing Agent and approved by the County *before* work commences.**
57. **Standard Insurance Policies Required:**
 - a. Commercial General Liability Policy
 - b. Automobile Liability Policy
 - c. Worker's Compensation Policy

General Requirements applicable to all policies:

- a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Johnson County.
- e. All insurance policies shall be furnished to Johnson County upon request.

Commercial General Liability

- a. General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.
- b. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily Injury and property damage with Johnson County named as an additional insured.
- c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

Automobile Liability

- a. General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

58. Workers Compensation Insurance - Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$500,000.00 for each accident are required.
- b. "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the Proposal specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions:

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

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

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

- The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
 - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (3) The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

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

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

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

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

By signing a contract with Johnson County, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

CERTIFICATES OF INSURANCE shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to Johnson County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

59. Bonding Requirements

- A. Bid Bond shall be required. Pursuant to the provisions of Section 262.032(a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for the construction of public works, or will be under a contract exceeding \$100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.
- B. Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Johnson County Commissioners Court and prior to commencement of the actual work, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$50,000.00. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.
- C. Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$25,000.00, the successful vendor shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before vendor begins the work.

60. Evaluation Criteria:

The Texas Legislature added the ability for County's to utilize best value analysis for any type of procurement where it has been determined it is in the best interest of the County in section 262.030 of the Texas Local Government Code. Discussions may be conducted with responsible respondents.

BID FORMS


Vendor Reference Form

Respondent Information

Firm/Bidder:

Trophy Construction Services LLC

By:


Authorized Agent

Title

Address: 240 E Benfro St Suite 203

Street address and/or P.O. Box

Address: Burleson

City

TX

State

76028

Zip code

Phone: 817-295-3086

Fax: 817-295-8511

Email: dylan@trophy

construction services.com

References

List companies or governmental agencies where these services have been provided.

1. Company: McClendon Construction

Address: 548 Memorial Plaza ^{Burleson} TX 76028 Phone #: 817-295-0066

Contact person: Justin Blair Title: Project Manager

2. Company: R. A Development

Address: 240 E Benfro St. Suite 203 ^{Burleson} TX 76028 Phone#: 817-426-0018

Contact person: Rocky Title: President

3. Company: Set W Construction Inc.

Address: 352 N Rudd St. Suite 100 ^{Burleson} TX 76028 Phone#: 817-426-4039

Contact person: Bryan Fennison Title: Owner

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received:

1 Name of person who has a business relationship with local governmental entity.

N/A

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a) Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No


C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D Describe each employment or business relationship with the local government officer named in this section.

4


Signature of person doing business with the governmental entity

_____ Date

Cooperative Purchasing Form

Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. The Vendor (initial Accept or Decline option):

Accepts agreement: DLO

Declines agreement: _____

By accepting this agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

SIGNING BELOW SIGNIFIES THAT THE SIGNATOR HAS READ THE ABOVE COOPERATIVE PURCHASING GUIDELINES AND AGREED TO THE TERMS AND CONDITIONS THEREIN AND IS DULY AUTHORIZED TO EXECUTE THIS COOPERATIVE AGREEMENT.

Vendor: Trophy Construction Services LLC

Address: 240 E Benfro St. Suite 203
Burleson TX 76028

Phone: 817-295-3086 Fax: 817-295-8511

Official's Signature: 

Official's Printed Name: Aylan Bransom

Position with Vendor: President

46-5088780
Federal ID Number (TIN) or SSN and Name

Residence Certification

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Johnson County requires a Residence Certification. §2252.001 *et seq.* of the Texas Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- "Nonresident bidder" refers to a person who is not a resident.
- "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Trophy Construction Services LLC is a Resident Bidder of Texas
(Company Name)

as defined in Texas Government Code §2252.001.

I certify that _____ is a Nonresident Bidder as
(Company Name)

defined in Texas Government Code §2252.001 and our principal place of business is

(City and State)

Bid Proposal Signature Form

The undersigned agrees this proposal becomes the property of Johnson County after the official opening.

The undersigned affirms he/she has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees, if this proposal; is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be 180 calendar days unless a different period is noted by the bidder.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Johnson County, and that the contents of this bid have not been communicated to any other bidder or to any employee of Johnson County prior to the official opening of this bid.

Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.


The undersigned affirms that they have read and do understand all sections of this proposal packet including the specifications and all terms and conditions including any attachments contained in this bid package.

The information provided in this proposal, in response to Johnson County, Texas' Request for Proposals No. RFP 2014-412 (ALL Sections inclusive), is true and correct and Respondent agrees to abide by all requirements therein.

Name and address of company:

Name: Trophy Construction Services LLC
Address: 240 E Benfro St Suite 203
Burleson, TX 76028

Authorized Representative:

Signature: 
Printed name: Dylan Bransom
Title: President

**CHILD SUPPORT STATEMENT
FOR CONTRACTS AND GRANTS**

The undersigned hereby swears and affirms under penalty of perjury under the laws of the State of Texas, that neither the sole proprietor, partner, majority shareholder, or substantial owner of an entity making an offer to enter into a County contract, is a delinquent obligor who is 30 or more days delinquent in paying child support under a court order or a written repayment agreement. A substantial owner is one who has at least ten percent interest in the firm.

Pursuant to the provisions of Section 2.01, Subchapter 14, Family Code, any sole proprietor, partner, majority shareholder, or substantial owner who is a delinquent obligor is ineligible to submit an offer for a Johnson County contract until (1) all arrearages have been paid; or (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

This sworn statement is a material representation of fact upon which reliance is placed to determine the offeror's eligibility to receive a grant or to enter into a contract. Submission of this sworn statement is a prerequisite for the making or entering into a contract.

If at any time it is determined that the representations made herein by the undersigned are false and in error, the contract or grant becomes null and void, and the County shall avail itself of remedies existing in equity and in law.

Signed [Signature] Date 9/23/2014

On behalf of Trophy Construction Services LLC (Name of Company)

Before me, the undersigned authority, on this day personally appeared Dylan Bransom, who, being duly sworn, upon oath says that

he or she is qualified and authorized to make this affidavit for and on behalf of

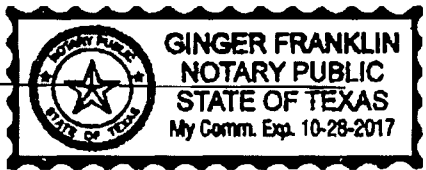
Trophy Construction Services LLC (Name of Company) and is

fully cognizant of the facts herein set out.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me, the undersigned Notary Public, on this 23rd day of September, 2014, to certify

which, witness my hand and seal of office.

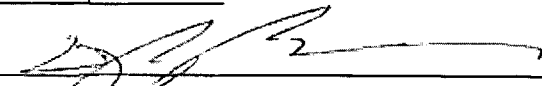
[Signature]
Notary Public for the State of Texas



My Commission Expires 10/28/2017

**BIDDER'S DISCLAIMER
STATEMENT**

The undersigned Bidder, by signing and executing this bid, certifies and represents to the Johnson County, Texas that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEXAS PENAL CODE ANN. S36.02(a), or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, elected official, agent or employee of the Johnson County, Texas concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal, or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like, and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, elected official, agent or employee of the Johnson County, Texas in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, elected official, agent or employee of the Johnson County, Texas in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Firm Name: Trophy Construction Services LLC
Address (Line 1): 240 E Benfro St. Suite 203
Address (Line 2): _____
City: Burleson State: Texas Zip: 76028
Telephone: 817-295-3086
Date: 9/23/2014
Authorized Signature: 
Printed/Typed: Dylan Bransom
Title: President

BID DOCUMENTS

BID

Proposal of Trophy Construction Services LLC

(hereinafter called "BIDDER"), organized and existing under the laws of the State of Texas

doing business as a corporation *. To the Johnson County

hereinafter called "OWNER"). In compliance with your Invitation to Bid, BIDDER hereby proposes to perform all WORK for the construction of JOHNSON COUNTY LAW ENFORCEMENT CENTER SANITARY SEWER IMPROVEMENTS in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within sixty (60) consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum to be determined by contract amount as provided in Section 6.A of the Instructions for Bidders.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. 1 dated: August 14, 2014

Addendum No. 2 dated: August 14, 2014

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for JOHNSON COUNTY LAW ENFORCEMENT CENTER SANITARY SEWER IMPROVEMENTS, for the following unit prices or lump sum:

BID SCHEDULE

Note: The Johnson County is tax exempt. (Please acknowledge) DWB

BASE BID

<u>ITEM</u>	<u>DESCRIPTION, QUANTITY AND PRICE IN WORDS</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	Furnish equipment, labor, materials and supervision for Project Video and Photos for <u>one thousand five hundred</u> dollars and <u>zero</u> cents per lump sum.	\$ <u>1500.-</u>	\$ <u>1500.-</u>
2.	Furnish equipment, labor, materials and supervision and install 45 SY of Concrete Pavement Repair, as shown on the plans for <u>two thousand seven hundred</u> dollars and <u>zero</u> cents per S.Y.	\$ <u>60.-</u>	\$ <u>2700.-</u>
3.	Furnish equipment, labor, materials and supervision and install 129 S.Y. of Gravel Drive Repair, as shown on the plans for <u>five thousand one hundred sixty</u> dollars and <u>zero</u> cents per S.Y.	\$ <u>40.-</u>	\$ <u>5160.-</u>
4.	Furnish equipment, labor, materials and supervision and install 310 L.F. of 8" SDR 35 PVC Sewer Main, as shown on the plans for <u>thirteen thousand twenty</u> dollars and <u>zero</u> cents per L.F.	\$ <u>42.-</u>	\$ <u>13,020.-</u>
5.	Furnish equipment, labor, materials and supervision and install 255 L.F. of 1½" Sch 40 PVC Water Line, as shown on the plans for <u>three thousand eight hundred twenty five</u> dollars and <u>zero</u> cents per L.F.	\$ <u>15.-</u>	\$ <u>3825.-</u>

6. Furnish equipment, labor, materials and supervision and install (1) Water Service Tap, as shown on the plans for one thousand eight hundred dollars and zero cents each. \$ 1800.- \$ 1800.-
7. Furnish equipment, labor, materials and supervision and install (1) Non-Freeze Yard Hydrant, as shown on the plans for two thousand dollars and zero cents each. \$ 2000.- \$ 2000.-
8. Furnish equipment, labor, materials and supervision and install 180 L.F. of Concrete Sawcutting, as shown on the plans for one thousand four hundred forty dollars and zero cents per L.F. \$ 8,00 \$ 1440.-
9. Furnish equipment, labor, materials and supervision and install one (1) Standard 4' diameter Manhole, as shown on the plans for three thousand five hundred dollars and zero cents each. \$ 3500.- \$ 3500.-
10. Furnish equipment, labor, materials and supervision and install (1) 4' Diam. Drop Manhole, as shown on the plans for three thousand six hundred dollars and zero cents each. \$ 3600.- \$ 3600.-
11. Furnish equipment, labor, materials and supervision and install one (1) Connect to Existing Sewer Force Main, as shown on the plans for eight hundred dollars and zero cents each. \$ 800.- \$ 800.-

12. Furnish equipment, labor, materials and supervision and install three (3) Connect to Existing Sewer lines, as shown on the plans for three thousand nine hundred dollars and zero cents each. \$ 1300.- \$ 3900.-
13. Furnish equipment, labor, materials and supervision to Plug and Abandon two (2) Old Lift Station and Valve Vault for four thousand dollars and zero cents per lump sum. \$ 2000.- \$ 4000.-
14. Furnish equipment, labor, materials and supervision to Install one (1) New Wet Well, Valve Vault, and appurtenances for thirty thousand dollars and zero cents per lump sum. \$ 30,000.- \$ 30,000.-
15. Furnish equipment, labor, materials and supervision to Salvage and Install Pumps, Piping, and float switches from Existing Well to Proposed Wet Well for ten thousand dollars and zero cents per lump sum. \$ 10000.- \$ 10000.-
16. Furnish equipment, labor, materials and supervision to reconnect pumps to pump control panel for fourteen thousand dollars and zero cents per lump sum. \$ 14000.- \$ 14000.-
17. Furnish equipment, labor, materials and supervision and install 290 L.F. of Trench Safety System, as shown on the plans for two thousand nine hundred dollars and zero cents per L.F. \$ 10.- \$ 2900.-
18. Furnish equipment, labor, materials and supervision and install (1) Macerator, As shown on the plans for thirty eight thousand dollars and zero cents each. \$ 38000.- \$ 38000.-

19. Furnish equipment, labor, materials and supervision to conduct Bypass Pumping As shown on the plans for eight thousand dollars and zero cents per lump sum.

\$ 8000.- \$ 8000.-

TOTAL BASE BID

\$ 150,145.00

Trophy Construction Services
Contractor LLC

By: 

Print Name: Dylan Branson

Title: President

Address: 240 E Benfro St Suite 203

Barleson TX 76028

Phone No.: 817-295-3086

Date: 9/23/2014

ATTEST: (If Corporation)

-SEAL-

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Trophy Construction Services LLC

240 E. Renfro, Suite 203, Burleson, Texas 76028

_____ as Principal, hereinafter called the Principal,

and the Allied Property and Casualty Insurance Co.

of One West Nationwide Blvd., 1-04-701, Columbus, OH 43215-2220

, a corporation duly organized under the laws of the State of Iowa, as Surety, hereinafter called the Surety, are held and firmly bound unto

Johnson County of Texas, 1102 East Kilpatrick, Ste. B, Cleburne, TX 76031

as Obligee, hereinafter called the Obligee,

in the sum of *** FIVE PERCENT OF TOTAL AMOUNT BID ***

Dollars (5% TAB)

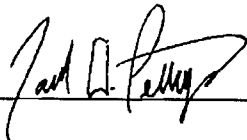
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

Johnson County Law Enforcement Sanitary Sewer Improvements

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.

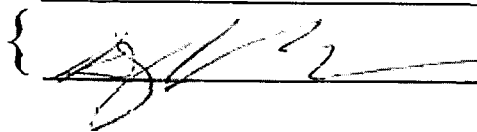
Signed and sealed this 23rd day of September, 2014




Witness

Trophy Construction Services LLC (Seal)

Principal

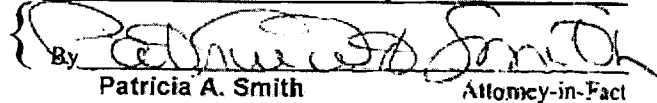


Title



Witness

Allied Property and Casualty Insurance Co.

By 

Patricia A. Smith

Attorney-in-Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

BRYAN K. MOORE
BETTY J. REEH

PATRICIA A. SMITH

MICHAEL D. HENDRICKSON

IRVING TX

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS

\$ 2,500,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the _____ day of February, 2014.

Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Alitz
Notarial Seal - Iowa
Commission Number 152785
My Commission Expires March, 24, 2017

Notary Public
My Commission Expires
March 24, 2017

CERTIFICATE

Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 23rd day

September 20 14.

Secretary

This Power of Attorney Expires 06/23/17

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may call Allied Property & Casualty Insurance Company at our toll free number for information or to make a complaint at:

1-866-387-0457

You may also write to Allied Property & Casualty Insurance Company at:

Attn: Bond Claims Department

1100 Locust Street, Dept 2006

Des Moines, Iowa 50391

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You May write the Texas Department of Insurance at:

PO 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 your Agent or Allied Property & Casualty Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND.

This notice is for information only and does not become a part or a condition of the attached documents and is given to comply with Texas legal and regulatory requirements.

NOTICE OF AWARD

TO: Trophy Construction Services, LLC
240 E. Renfro Street, Suite 203
Burleson, TX 76028

PROJECT DESCRIPTION: JOHNSON COUNTY LAW ENFORCEMENT CENTER
SANITARY SEWER IMPROVEMENTS

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated 9/3/2014, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the total BASE BID amount of \$ 150,145.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said documents within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 3rd day of November, 2014.

JOHNSON COUNTY


By _____
Roger Harmon

Title County Judge

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by Trophy Construction Services, LLC this the 3rd day of November, 2014.

By 
Dylan Bransom

Title President

NOTICE TO PROCEED

Date: November 17, 2014

TO: Trophy Construction Services, LLC
240 E. Renfro Street, Suite 203
Burleson, TX 76028

PROJECT: JOHNSON COUNTY LAW ENFORCEMENT CENTER
SANITARY SEWER IMPROVEMENTS

You are hereby notified to commence WORK in accordance with the Agreement dated November 13, 2014, on or before November 27, 2014, and you are to complete the WORK within sixty (60) consecutive calendar days thereafter. The date of completion of all WORK is therefore January 25, 2015.

JOHNSON COUNTY

By _____
Roger Harmon

Title County Judge

ACCEPTANCE OF NOTICE

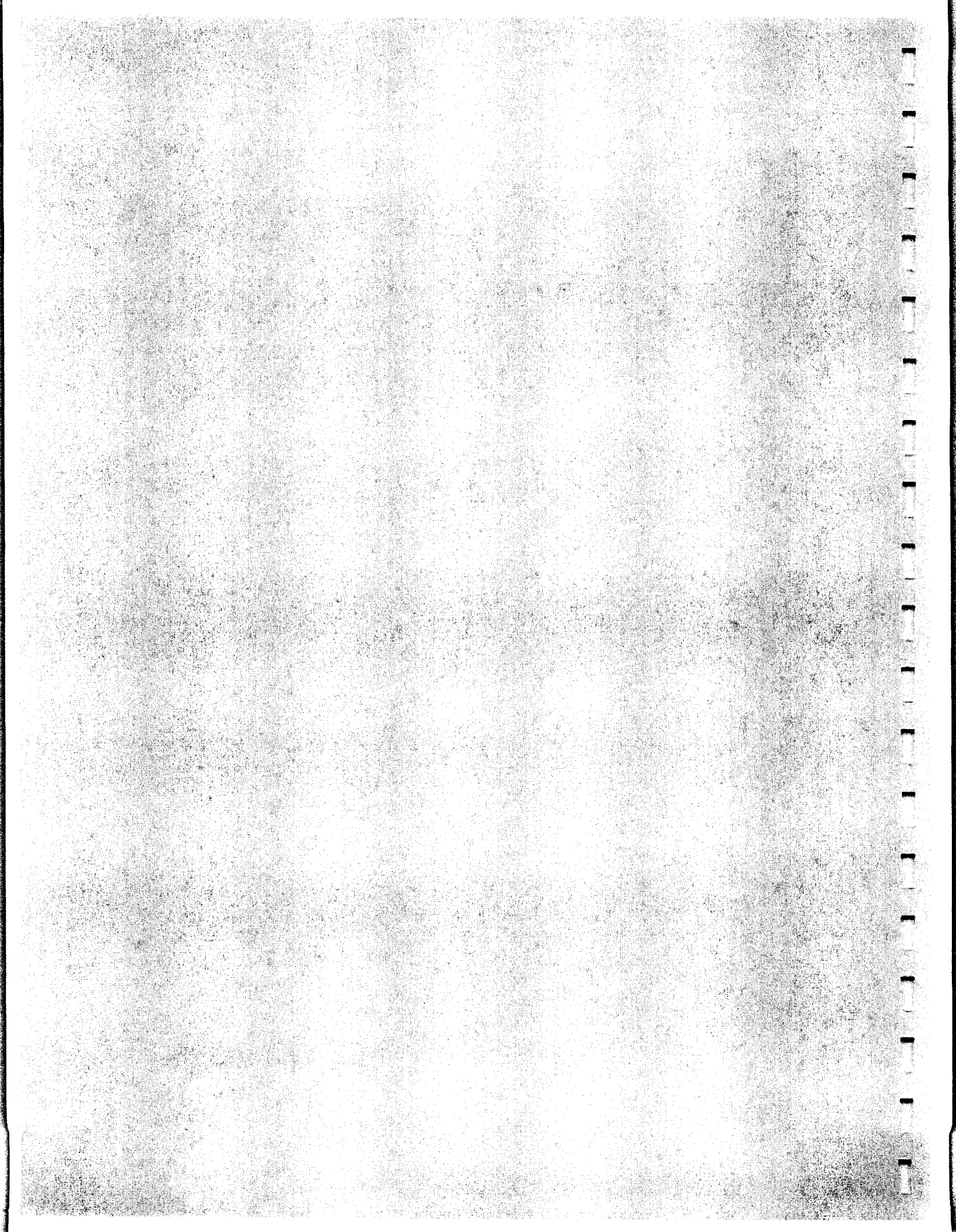
Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by Trophy Construction Services, LLC this the 17th day of November, 2014.

By [Signature]
Dylan Bransom

Title President

**STANDARD FORM
OF
AGREEMENT**



STANDARD FORM OF AGREEMENT

STATE OF TEXAS
COUNTY OF JOHNSON }

This AGREEMENT, made and entered into this 13th day of November A.D. 2014, by and between Johnson County of the County of Johnson and State of Texas, acting through Roger Harmon, County Judge thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Trophy Construction Services, LLC of the City of Burleson, County of Johnson and State of Texas Party of the Second Part, hereinafter termed CONTRACTOR.

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

JOHNSON COUNTY LAW ENFORCEMENT CENTER
SANITARY SEWER IMPROVEMENTS, Complete

and all extra work in connection therewith under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda thereof, as prepared by:

Childress Engineers

Engineers and Consultants

211 N. Ridgeway Drive

Cleburne, Texas 76033

entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached, all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within sixty (60) consecutive calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price of prices shown in the proposal, which forms a part of this contract such payments to be subject to the General and Special Conditions of the contract.

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


Johnson County

Trophy Construction Services, LLC

By: _____
Roger Harmon, County Judge

By: 
Dylan Bransom, President

ATTEST:

ATTEST:


BONDS

PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF JOHNSON)

KNOW ALL MEN BY THESE PRESENTS: That Trophy Construction Services, LLC of the City of Burleson County of Johnson, and State of Texas, as principal, and Allied Property and Casualty Insurance Company authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto Johnson County (Owner), in the penal sum of One hundred fifty thousand one hundred forty-five and no/100 Dollars (\$ 150,145.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the 13th day of November, 2014, to construct

JOHNSON COUNTY LAW ENFORCEMENT CENTER
SANITARY SEWER IMPROVEMENTS


NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 262.032 of the Local Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway 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 to the work to be performed thereunder.

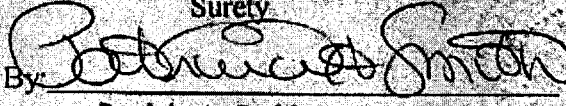
IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 13th day of November, 2014.

Trophy Construction Services, LLC
Principal

By: 
Dylan Bransom
Title: President

Address: 240 E. Renfro Street, Ste. 203
Burleson, TX 76028
817/295-3086

Allied Property and Casualty Insurance Company
Surety

By: 
Patricia A. Smith
Title: Attorney-in-Fact

Address: One West Nationwide Blvd.
1-04-701
Columbus, OH 73215-2220

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

Michael Hendrickson IBTX Risk Services
6363 N Highway 161 Irving, TX 75038 214/613-1116

Power of Attorney

NOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

BRYAN K. MOORE
BETTY J. REEH

PATRICIA A. SMITH

MICHAEL D. HENDRICKSON

IRVING TX

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS

\$ 2,500,000.00

and to bind the Company thereby, as fully and to the same extent as if such Instruments were signed by the duly authorized officers of the Company; and all acts of said attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13th day of February, 2014.



Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



Sandy Alitz
Notarial Seal - Iowa
Commission Number 152785
My Commission Expires March, 24, 2017

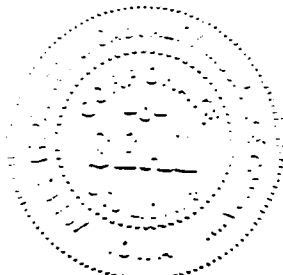
Notary Public
My Commission Expires
March 24, 2017

CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

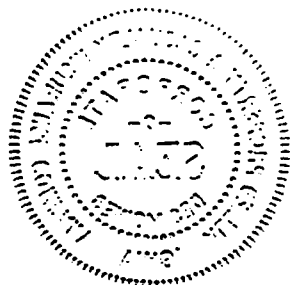
IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 13th day of November 2014.

Secretary



This Power of Attorney Expires 06/23/17

BDJ 1(03-14) 00



IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may call Allied Property & Casualty Insurance Company at our toll free number for information or to make a complaint at:

1-866-387-0457

You may also write to Allied Property & Casualty Insurance Company at:

Attn: Bond Claims Department

1100 Locust Street, Dept 2006

Des Moines, Iowa 50391

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You May write the Texas Department of Insurance at:

PO 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 your Agent or Allied Property & Casualty Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND.

This notice is for information only and does not become a part or a condition of the attached documents and is given to comply with Texas legal and regulatory requirements.

PAYMENT BOND

STATE OF TEXAS
COUNTY OF JOHNSON }

KNOW ALL MEN BY THESE PRESENTS: That Trophy Construction Services, LLC of the City of Burleson County of Johnson, and State of Texas as principal, and Allied Property and Casualty Insurance Company authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the Johnson County (Owner), in the penal sum of One hundred fifty thousand one hundred forty-five and no/100 Dollars (\$ 150,145.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the 13th day of November, 2014, to construct

JOHNSON COUNTY LAW ENFORCEMENT CENTER
SANITARY SEWER IMPROVEMENTS

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 262.032 of the Local Government Code and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway 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 to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 13th day of November, 2014.

Trophy Construction Services, LLC

Principal

By: 

Dylan Bransom

Title: President

Address: 240 E. Renfro Street, Ste. 203

Burleson, TX 76028

817/295-3086

Allied Property and Casualty Insurance Company

Surety

By: 

Patricia A. Smith

Title: Attorney-in-Fact

Address: One West Nationwide Blvd.

1-04-701

Columbus, OH 73215-2220

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

Michael Hendrickson

IBTX Risk Services

6363 N Highway 161

Irving, TX 75038

214/613-1116

Power of Attorney

NOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
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hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

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BETTY J. REEH

PATRICIA A. SMITH

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IRVING TX

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

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IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 13th day of February, 2014.

Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

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STATE OF IOWA, COUNTY OF POLK: ss

On this 13th day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Altz
Notarial Seal - Iowa
Commission Number 152785
My Commission Expires March, 24, 2017

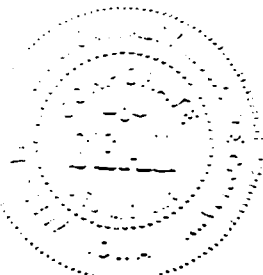
Notary Public
My Commission Expires
March 24, 2017

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I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

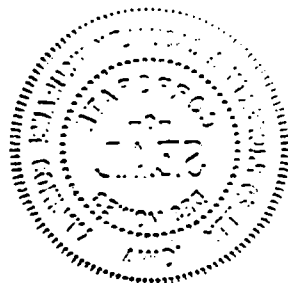
IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 13th day of November, 2014.

Secretary



This Power of Attorney Expires 06/23/17

BDJ 1(03-14) 00



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Web: <http://www.tdi.state.tx.us>

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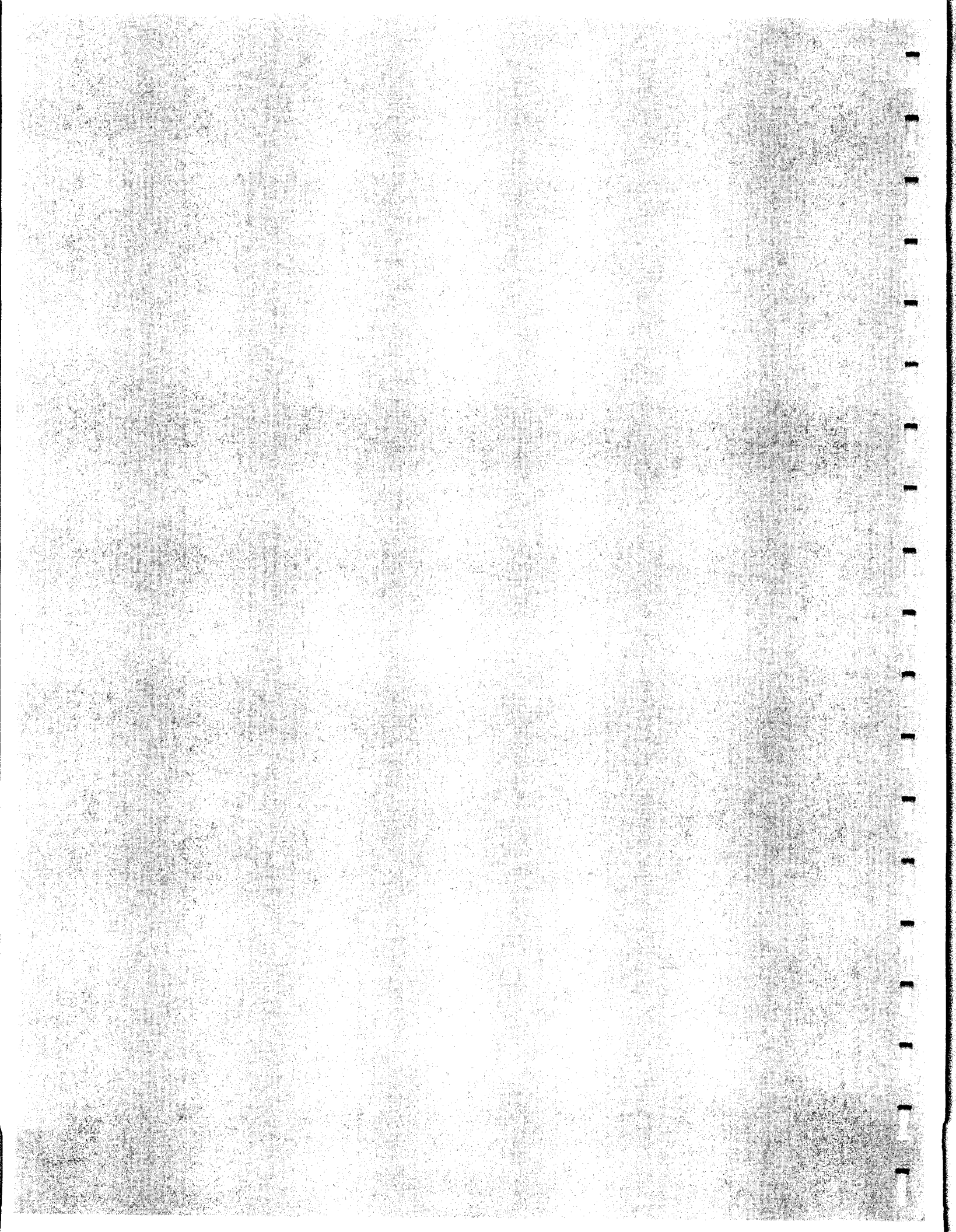
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ATTACH THIS NOTICE TO YOUR BOND.

This notice is for information only and does not become a part or a condition of the attached documents and is given to comply with Texas legal and regulatory requirements.

**CERTIFICATE
OF
INSURANCE**





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/12/2014

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 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 DUCOTE INSURANCE AGENCY PO Box 500 Crowley, TX 76036-0500		CONTACT NAME PHONE (A/C No Ext): (817) 297-7767 FAX (A/C No): (817) 297-3510 E-MAIL ADDRESS: lducote@ducoteins.com	
INSURED Trophy Construction Services LLC 240 E Renfro #203 Burleson, TX 76028		INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Company INSURER B: Texas County Mutual INSURER C: Farmers Insurance Exchange INSURER D: Farmers Insurance Exchange INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 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.

INSUR LTR	TYPE OF INSURANCE	ALOC INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		NN389007	3/25/2014	3/25/2015	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 - COM/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY/AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						604815300
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
D	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	A07086433	3/25/2014	3/25/2015	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Equipment			604814632	3/25/2014	3/25/2015	Scheduled Equipment \$45,000

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

2001 Ranch MPG CO 1R9ESC5091L008345
2002 Kenworth Construct 1XKWDB9X62J891066

CERTIFICATE HOLDER Johnson County Law Enforcement Center	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: <i>Lisa Ducote</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE/MM/DD/YYYY
11/12/2014

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 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 DUCCOTE INSURANCE AGENCY PO Box 500 Crowley, TX 76036-0500	CONTACT NAME:	PHONE (A/C No. Ext): (817)297-7767	FAX (A/C No.): (817)297-3510
	E-MAIL ADDRESS: lducote@duccoteins.com		
INSURED Trophy Construction Services LLC 240 E Renfro #203 Burleson, TX 76028	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Nautilus Insurance Company	
	INSURER B:	Texas County Mutual	
	INSURER C:	Farmers Insurance Exchange	
	INSURER D:	Farmers Insurance Exchange	
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 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.

LINE LTR	TYPE OF INSURANCE	ADULT INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR			NN389007	3/25/2014	3/25/2015	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER						DAMAGE TO RENTED PREMISES (If a occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			604815300	3/25/2014	3/25/2015	COMBINED SINGLE LIMIT (If a accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
D	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	A07086433	3/25/2014	3/25/2015	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Equipment			604814632	3/25/2014	3/25/2015	Scheduled Equipment \$45,000

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

2001 Ranch MFG CO 1R9ESC5091L008345
2002 Kenworth Construct 1XKWB9X62J891066

CERTIFICATE HOLDER Childress Engineers	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 <i>Lisa Ducote</i>
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**GENERAL CONDITIONS
OF AGREEMENT**

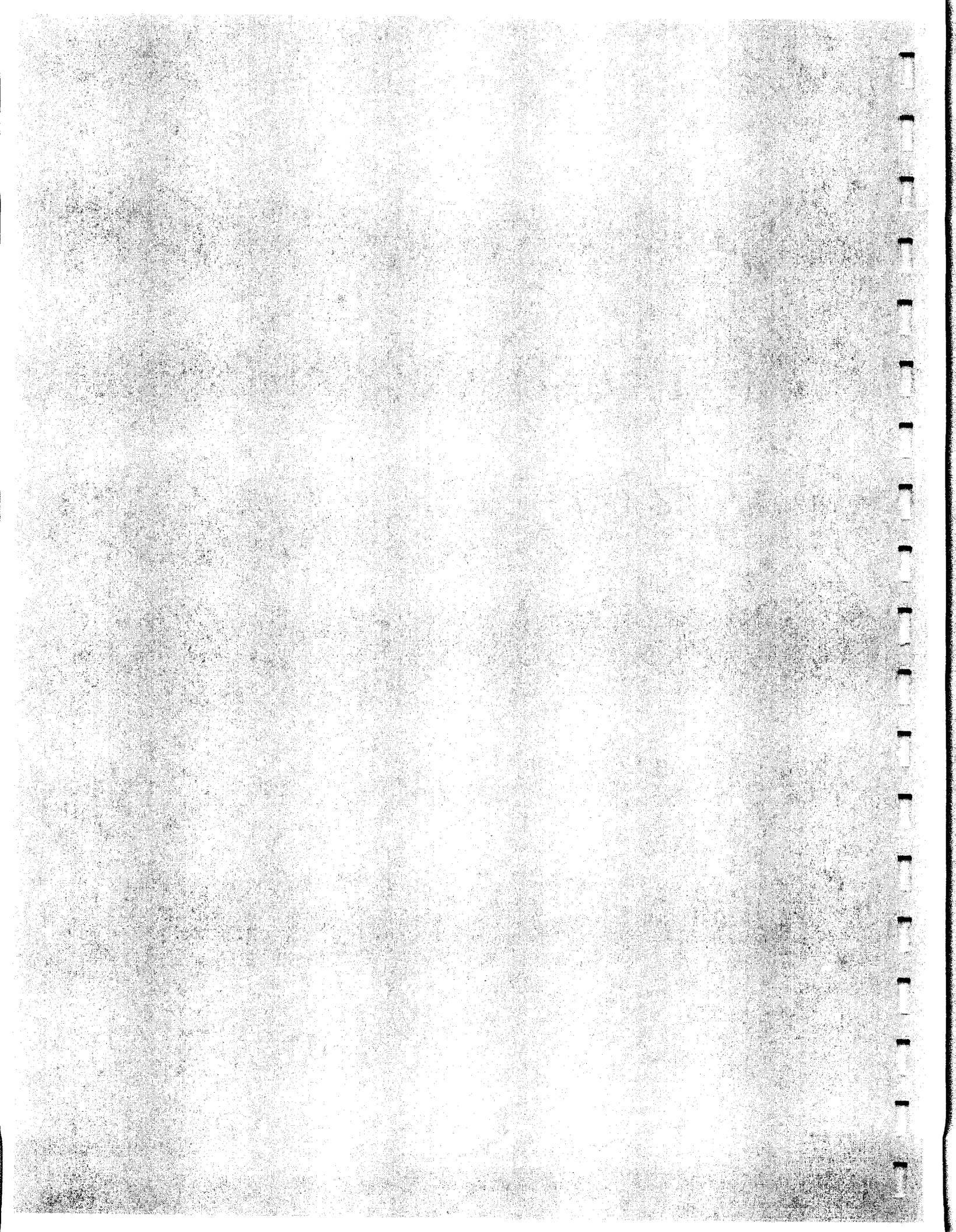


TABLE OF CONTENTS
FOR
GENERAL CONDITIONS OF AGREEMENT

		Page
1. Definition of Terms		
1.01	Owner, Contractor and Engineer	G-1
1.02	Contract Documents	G-1
1.03	Sub-Contractor	G-1
1.04	Written Notice	G-1
1.05	Work	G-1
1.06	Extra Work	G-2
1.07	Working Day	G-2
1.08	Calendar Day	G-2
1.09	Substantially Completed	G-2
2. Responsibilities of the Engineer and the Contractor		
2.01	Owner-Engineer Relationship	G-2
2.02	Professional Inspection by Engineer	G-2
2.03	Payments for Work	G-2
2.04	Objections and Determinations	G-3
2.05	Lines and Grades	G-3
2.06	Contractor's Duty and Superintendence	G-3
2.07	Contractor's Understanding	G-4
2.08	Character of Workmen	G-4
2.09	Contractor's Buildings	G-4
2.10	Sanitation	G-4
2.11	Shop Drawings	G-4
2.12	Preliminary Approval	G-5
2.13	Defects and Their Remedies	G-5
2.14	Changes and Alterations	G-5
3. General Obligations and Responsibilities		
3.01	Keeping Plans and Specifications Accessible	G-6
3.02	Ownership of Drawings	G-6
3.03	Adequacy of Design	G-6
3.04	Right of Entry	G-6
3.05	Collateral Contracts	G-6
3.06	Discrepancies and Omissions	G-6
3.07	Equipment, Materials and Construction Plant	G-6
3.08	Damages	G-7
3.09	Protection Against Accident to Employees and the Public	G-7
3.10	Performance and Payment Bonds	G-7

3.11	Losses from Natural Causes.....	G-7
3.12	Protection of Adjoining Property.....	G-7
3.13	Protection Against Claims of Sub-Contractors, Etc.....	G-8
3.14	Protection Against Royalties or Patented Invention.....	G-8
3.15	Laws and Ordinances.....	G-8
3.16	Assignment and Subletting.....	G-9
3.17	Indemnification.....	G-9
3.18	Insurance.....	G-9
3.18.1	Policies of Insurance.....	G-10
3.18.2	Waiver of Subrogation.....	G-10

4. Prosecution and Progress

4.01	Time and Order of Completion.....	G-10
4.02	Extension of Time.....	G-10
4.03	Hindrances and Delays.....	G-10

5. Measurement and Payment

5.01	Quantities and Measurements.....	G-11
5.02	Estimated Quantities.....	G-11
5.03	Price of Work.....	G-11
5.04	Partial Payment.....	G-11
5.05	Use of Completed Portions.....	G-12
5.06	Final Completion and Acceptance.....	G-12
5.07	Affidavit of Bills Paid.....	G-12
5.08	Final Payment.....	G-13
5.09	Payments Withheld.....	G-13
5.10	Delayed Payments.....	G-13

6. Extra Work and Claims

6.01	Change Orders.....	G-14
6.02	Minor Changes.....	G-14
6.03	Extra Work.....	G-14
6.04	Time of Filing Claims.....	G-15
6.05	Mediation.....	G-15

7. Abandonment of Contract

7.01	Abandonment by Contractor.....	G-16
7.02	Abandonment by Owner.....	G-17

GENERAL CONDITIONS OF AGREEMENT¹

1. DEFINITIONS OF TERMS

1.01 OWNER, CONTRACTOR AND ENGINEER. The OWNER, the CONTRACTOR and the ENGINEER are those persons or organizations identified as such in the Agreement and are referred to throughout the Contract Documents as if singular in number and masculine in gender.

The term ENGINEER means the ENGINEER or his duly authorized representative. The ENGINEER shall be understood to be the CITY ENGINEER OR ENGINEER of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the ENGINEER and the CONTRACTOR.

The OWNER may include any authorized representative of OWNER as may be set forth in the Special Conditions.

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

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

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

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

1.05 WORK. The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, permits, certificates, licenses, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion.

¹Adapted from the Texas Section, ASCE General Conditions Of Agreement, 1971

of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The CONTRACTOR shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials of work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards.

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

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

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

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

2. RESPONSIBILITIES OF THE ENGINEER AND THE CONTRACTOR

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

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

2.03 PAYMENTS FOR WORK. The ENGINEER shall review CONTRACTOR'S applications for payment and supporting data, determine the amount owed to the CONTRACTOR and approve, in writing, payment to CONTRACTOR in such amounts; such approval of payment to CONTRACTOR constitutes a representation to the OWNER or ENGINEER'S professional judgment that the work has

progressed to the point indicated to the best of his knowledge, information and belief, but such approval of an application for payment to CONTRACTOR shall not be deemed as a representation by ENGINEER that ENGINEER has made any examination to determine how or for what purpose CONTRACTOR has used the moneys paid on account of the Contract price.

2.04 OBJECTIONS AND DETERMINATIONS. The ENGINEER shall determine all claims disputes and other matters in question between the CONTRACTOR and the OWNER relating to the execution or progress of the work or the interpretation of the Contract Documents. The ENGINEER'S decision shall be rendered in writing within a reasonable time and shall be binding.

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

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

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

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

Any review of work in process, or any visit or observation during construction, or any clarification of plans and specifications, by the OWNER or ENGINEER, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means

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

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

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

2.09 CONTRACTOR'S BUILDINGS. The building of structures for housing men, or the erection of tents or other forms of protection, will be permitted only at such places as the ENGINEER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the ENGINEER.

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

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

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

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

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

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

2.14 CHANGES AND ALTERATIONS. The CONTRACTOR further agrees that the OWNER may make such changes and alterations as the OWNER may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying Performance and Payment Bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages for anticipated profits on the work that may be dispensed with. If the amount of work is increased, such additional work shall be paid for as provided under Extra Work. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall

recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expenses incurred in preparation for the work as originally planned.

3. GENERAL OBLIGATIONS AND RESPONSIBILITIES

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

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

3.03 ADEQUACY OF DESIGN. It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that, as to the CONTRACTOR only, the OWNER shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he has complied with the said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.

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

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

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

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

3.08 DAMAGES. In the event the CONTRACTOR is damaged in the course of the completion of the work by the act, neglect, omission, mistake or default of the OWNER, or of the ENGINEER, or of any other CONTRACTOR employed by the OWNER upon the work, thereby causing loss to the CONTRACTOR, the OWNER agrees that he will reimburse the CONTRACTOR for such loss. In the event the OWNER is damaged in the course of the work by the act, negligence, omission, mistake or default of the CONTRACTOR, or should the CONTRACTOR unreasonably delay the progress of the work being done by others on the job so as to cause loss for which the OWNER becomes liable, then the CONTRACTOR shall reimburse the OWNER for such loss.

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

3.10 PERFORMANCE AND PAYMENT BONDS. Unless otherwise specified, it is further agreed by the parties to this Contract that the CONTRACTOR will execute separate performance and payment bonds, each in the sum of one hundred (100) percent of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the Contract, and it is agreed that this contract shall not be in effect until such performance and payment bonds are furnished and approved by the OWNER.

Unless otherwise approved in writing by the OWNER, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the appropriate authority of the State of Texas.

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

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

3.12 PROTECTION OF ADJOINING PROPERTY. The CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the OWNER and ENGINEER against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract.

3.13 PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN, AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES. The CONTRACTOR agrees that he will indemnify and save the OWNER and ENGINEER harmless from all claims growing out of the demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract, regardless whether caused wholly or in part by the negligence or gross negligence of any party indemnified hereunder and regardless of the application of any worker's compensation or similar statute which might apply to any employees or agents of the CONTRACTOR or any Subcontractor. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the OWNER may, at its sole option, either pay directly any unpaid bills of which the OWNER has written notice and deduct such amount from the next partial payment due to CONTRACTOR, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full in accordance with the terms of this contract; but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER by either the CONTRACTOR or his Surety.

3.14 PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION. CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or owner. The CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the OWNER and ENGINEER harmless from any loss on account thereof, except that the OWNER shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required by the OWNER; provided, however, if choice of alternate design, device, material or process is allowed to the CONTRACTOR, then CONTRACTOR shall indemnify and save OWNER harmless from any loss on account thereof. If the material or process specified or required by the OWNER is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives such information to the OWNER.

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

3.16 ASSIGNMENT AND SUBLETTING. The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by Power of Attorney, or otherwise, or sublet said contract without the written consent of the ENGINEER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.

3.17 INDEMNIFICATION. The CONTRACTOR shall defend, indemnify and hold harmless the OWNER and the ENGINEER and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1) Is attributable to bodily injury, sickness, disease or death or to injury or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and,
- (2) Is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, the Owner, anyone directly or indirectly employed by any one of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

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

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

3.18.1 POLICIES OF INSURANCE. Before commencing any of the work, CONTRACTOR shall file with the OWNER valid Policies of Insurance acceptable to the OWNER and the ENGINEER. Such Policies shall contain a provision that coverages afforded under the Policies will not be canceled until at least thirty days' prior written notice has been given to the OWNER.

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

3.18.2 WAIVER OF SUBROGATION. CONTRACTOR, its agents, employees and subcontractors, hereby waive any and all rights of subrogation against OWNER or ENGINEER arising out of any claim or incident for which insurance coverage or indemnification is required under the Contract Documents.

4. PROSECUTION AND PROGRESS

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

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

4.02 EXTENSION OF TIME. Should the CONTRACTOR be delayed in the completion of the work by any act or neglect of the OWNER or ENGINEER, or of any employee of either, or by other contractors employed by the OWNER, or by changes ordered in the work, or by strikes, lockouts, fires, and unusual delays by common carriers, or uncontrollable cause or causes beyond the CONTRACTOR'S control, and the ENGINEER decides such cause justifies the delay, then an extension of time sufficient to compensate for the delay as determined by the ENGINEER shall be allowed for completing the work; provided, however, that the CONTRACTOR shall give the ENGINEER prompt notice in writing of the cause of such delay.

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

5. MEASUREMENT AND PAYMENT

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

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

Where payment is based on the unit price method, the CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this contract and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should become as much as 20% more than, or 20% less than the estimated or contemplated quantity for such items, then either party to this Agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below 20% of the estimated quantity.

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

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

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

5.04 PARTIAL PAYMENTS. On or before the 25th day of each month, the CONTRACTOR shall prepare and submit to the ENGINEER an application for payment showing as completely as practicable the total value of the work done by the CONTRACTOR up to and including the last day immediately preceding the date of such application and the value of all sound materials delivered on the site of the work that are to be fabricated into the work.

The ENGINEER shall verify CONTRACTOR'S application, shall either approve or modify the total value of the work done by CONTRACTOR and the value of materials delivered on the site, and

shall submit to OWNER such application for payment as approved or modified with ENGINEER'S verification affixed thereto on or before the 5th day of the month following the receipt of the application from CONTRACTOR.

The OWNER shall pay the CONTRACTOR on or before the 20th day of the month in which the OWNER receives the approved application from the ENGINEER the total amount of the approved and verified application, less 5 percent of the amount thereof, which 5 percent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the OWNER under the terms of this Agreement. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the CONTRACTOR, the OWNER may, upon written recommendation of the ENGINEER, pay a reasonable and equitable portion of the retainage to the CONTRACTOR, or the CONTRACTOR at the OWNER'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment." Any such payments of retainage by OWNER to CONTRACTOR prior to final payment must be agreed to in writing by the surety or sureties on CONTRACTOR'S payment and performance bonds.

The Contractor shall submit to the Engineer, copies of the material invoices with the application for payment. No payment will be made to the Contractor until the quantities of work submitted have been checked and verified by the Engineer.

5.05 USE OF COMPLETED PORTIONS. The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired. Such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents, nor shall the risk of loss change from CONTRACTOR to OWNER. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the ENGINEER may determine.

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

Within ten (10) days after the CONTRACTOR has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER and the OWNER shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract Documents, the ENGINEER shall issue to the OWNER and the CONTRACTOR his Certificate of Completion, and thereupon it shall be the duty of the OWNER within ten (10) days to issue a Certificate of Acceptance of the work to the CONTRACTOR or to advise the CONTRACTOR in writing of the reason for non-acceptance.

5.07 AFFIDAVIT OF BILLS PAID. Upon completion of the project and final acceptance by the OWNER and ENGINEER, the CONTRACTOR shall furnish the OWNER with an affidavit

certifying that all suppliers and subcontractors have been paid, before final payment will be made by OWNER.

5.08 FINAL PAYMENT. Upon the issuance of the Certificate of Completion, the ENGINEER shall proceed to make final measurements and prepare a final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the OWNER. Thereafter, OWNER shall pay to the CONTRACTOR, on or after the 30th day and before the 35th day, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract and provided the CONTRACTOR has delivered to the OWNER the affidavit of bills paid, and a surety release. Neither the Certificate of Acceptance nor the final payment, nor any provision in the Contract Documents, shall relieve the CONTRACTOR of the obligation for fulfillment of any warranty which may be required.

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

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor.
- (d) Damage to another contractor.
- (e) Reasonable doubt that the work can be completed for the unpaid balance for the contract amount.
- (f) Reasonable indication the work will not be completed within the contract time.
- (g) Failure to submit "as built" drawings as required by the Contract Documents.

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

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

6. EXTRA WORK AND CLAIMS

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

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

6.02 MINOR CHANGES. The ENGINEER may authorize minor changes in the work not inconsistent with the overall intent of the Contract Documents and not involving an increase in Contract Price. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER involves Extra Work and entitles him to an increase in the Contract Price, the CONTRACTOR shall make written request to the ENGINEER for a written Field Order. In such case, the CONTRACTOR by copy of his communication to the ENGINEER or otherwise in writing shall advise the OWNER of his request to the ENGINEER for a written Field Order and that the work involved may result in an increase in the Contract Price.

Any request by the CONTRACTOR for a change in Contract Price shall be made in writing in accordance with the provisions of this section prior to beginning the work covered by the proposed change.

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

Method (A)-By agreed unit prices; or

Method (B)-By agreed lump sum; or

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

In the event said Extra Work be performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the CONTRACTOR of all workmen, such as foreman, timekeepers, mechanics and laborers, and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security Old Age Benefits and other payroll taxes, and, a rateable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability and Property Damage and Workmen's Compensation, and all other insurance as may be required by any law or ordinance, or directed by the OWNER, or by them agreed to. The ENGINEER may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the ENGINEER. The ENGINEER or OWNER may also specify in

writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the written Change Order. The fifteen percent (15%) of the "actual field cost" to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the CONTRACTOR'S Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

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

6.04 TIME OF FILING CLAIMS. It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within thirty (30) days after the ENGINEER has given any directions, order or instruction to which the CONTRACTOR desires to take exception. The ENGINEER shall reply within thirty (30) days to such written exceptions by the CONTRACTOR and render his final decision in writing. In case the CONTRACTOR should appeal from the ENGINEER'S decision, any demand for mediation shall be filed with the ENGINEER and the OWNER in writing within ten (10) days after the date of delivery to CONTRACTOR of the ENGINEER'S final decision or within forty (40) days after submission of the dispute or adjustment to the Engineer, whichever occurs first. It is further agreed that final acceptance of the work by the OWNER and the acceptance by the CONTRACTOR of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract Documents.

6.05 MEDIATION. All questions of dispute or adjustment arising out of or related to this Agreement except those waived under the terms of the contract documents, shall, within 10 days after the initial decision by the Engineer or within forty (40) days after submission of the dispute or adjustment to the Engineer, whichever occurs first, be subject to mediation at the request of either party. Owner and Contractor expressly agree that mediation shall be a condition precedent to the initiation of any litigation arising out of such dispute or adjustment or the initiation of arbitration (if mutually agreed to in writing by the parties).

The parties shall endeavor to resolve their claims by mediation. Requests for mediation shall be filed in writing with the Engineer and the other party to the Agreement. Mediation shall be conducted by any mutually agreed mediator or, if agreement cannot be reached, with the American Arbitration Association. If the mediation is conducted by the American Arbitration Association, requests for mediation shall be filed with the American Arbitration Association and shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect.

The parties shall share the mediator's fee equally and, if any filing fee is required with the American Arbitration Association, shall share filing fees equally. Mediation shall be held within the county where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be reduced to writing, signed by the parties, and shall then be enforceable as provided by the laws of the State of Texas.

7. ABANDONMENT OF CONTRACT

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

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

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

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

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

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

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

7.02 ABANDONMENT BY OWNER. In case the OWNER shall fail to comply with the terms of this contract within ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of work that have not been included in payments to the CONTRACTOR and have not been wrought into the work. Thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR, the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the items of this contract, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized. The ENGINEER shall then make a final statement of the balance due the CONTRACTOR by deducting from the above estimate all previous payments by the OWNER and all other sums that may be retained by the OWNER under the terms of this Agreement and shall certify same to the OWNER who shall pay to the CONTRACTOR on or before thirty (30) days after the date of delivery to OWNER of such certified final statement.

**SPECIAL CONDITIONS
OF
AGREEMENT**

TABLE OF CONTENTS

SPECIAL CONDITIONS OF AGREEMENT

	Page
1. GENERAL	SC-1
2. OWNER	SC-1
3. ENGINEER	SC-1
4. JOB LOCATION	SC-1
5. SCOPE & SCHEDULE OF WORK	SC-1
6. COPIES OF PLANS AND SPECIFICATIONS	SC-1
7. TRADE NAMES	SC-2
8. LINES AND GRADES	SC-2
9. UTILITIES FOR CONSTRUCTION	SC-2
10. BARRICADES AND LIGHTING	SC-2
11. PROPERTY LINE AND MONUMENTS	SC-2
12. PERMITS AND EASEMENTS	SC-2
13. NOTIFICATION OF PROPERTY OWNERS	SC-3
14. PRE-CONSTRUCTION CONFERENCE	SC-3
15. FENCES	SC-3
16. PROTECTION OF TREES, SHRUBS, PLANTS	SC-3
17. PIPE COVER AND EXCAVATIONS	SC-3
18. INSURANCE	SC-3
19. CLEAN UP OF SITE	SC-8
20. MATERIALS PURCHASED & MATERIAL SUPPLIERS	SC-8
21. STORAGE OF MATERIALS	SC-8
22. TESTING AND INSPECTION	SC-8
23. ADDENDA	SC-9
24. SPECIFICATIONS	SC-9
25. PAYMENT TO CONTRACTOR	SC-9
26. PAYMENT OF BILLS	SC-9
27. CHANGE OF THE CONTRACT TIME	SC-9
28. GUARANTEE OF WORKMANSHIP AND MATERIALS	SC-10
29. SALES TAX EXEMPT	SC-10
30. CONFINED SPACE ENTRY	SC-10
31. EXISTING UTILITIES	SC-10
32. STREET SUBGRADE RESTORATION	SC-11
33. TRENCH SAFETY SYSTEM	SC-11
34. INDEMNIFICATION	SC-11
35. AS BUILT/RECORD DRAWINGS	SC-11
36. ENVIRONMENTAL/ARCHEOLOGICAL DISCOVERIES	SC-12
37. PROJECT VIDEO AND PHOTOGRAPHS	SC-12
38. VENDOR PROTEST	SC-12
39. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION	SC-13

CONSTRUCTION CONTRACT
SPECIAL CONDITIONS OF AGREEMENT

1. GENERAL

The provisions in this section shall govern in the event of any conflict between them and the "General Conditions of Agreements."

2. OWNER

"Owner" in these specifications shall be understood as being the Johnson County, Texas.

3. ENGINEER

The "Engineer" in these specifications shall be understood as being Childress Engineers, Engineers and Consultants, 211 North Ridgeway Drive, Cleburne, Texas 76033.

4. JOB LOCATION

The work to be performed is located near Johnson County, Texas.

5. SCOPE & SCHEDULE OF WORK

The work to be done under this contract consists of construction of the JOHNSON COUNTY LAW ENFORCEMENT CENTER SANITARY SEWER IMPROVEMENTS, complete.

Prior to beginning work, the Contractor shall prepare and submit to the Engineer for his approval, a proposed schedule and sequence of construction.

6. COPIES OF PLANS AND SPECIFICATIONS

The General Contractor will be furnished, at no cost, five (5) sets of the plans and specifications for the proposed work. Additional copies of the plans and specifications will be furnished to the General Contractor at the cost as specified in the Advertisement for Bid, which cost is not refundable.

7. TRADE NAMES

Unless specifically specified otherwise, wherever in the specifications an article or class of material is designated by a trade name, or by the catalog number of any maker, patentee, manufacturer, or dealer, such designation shall mean the specific article described or another equal thereto in quality, finish and serviceability for the purpose intended, as may be determined by the Engineer in his sole discretion.

8. LINES AND GRADES

The Engineer shall provide horizontal and vertical controls as needed in the form of reference points and bench marks to be used by the Contractor in staking the construction. The Contractor shall provide all additional layout staking, both horizontal and vertical, as may be required for performing the construction in accordance with the plans and specifications.

9. UTILITIES FOR CONSTRUCTION

The Contractor shall provide, at his own expense, for water, sanitation facilities, electrical power and any other utilities required during construction except as otherwise specified in the plans and specifications.

10. BARRICADES AND LIGHTING

The Contractor shall supply and use ample and proper barricades and warning lights or other equipment necessary to protect the public and workmen from any hazard during the prosecution of this work. The requirements of the 2006 Texas Manual on Uniform Traffic Control Devices (TMUTCD) shall apply. Contractor shall provide flagmen when necessary.

11. PROPERTY LINES AND MONUMENTS

The Contractor shall diligently protect all property line markers against damage due to his construction, and to reset such damaged markers at his own expense.

12. PERMITS AND EASEMENTS

All right-of-way permits and easements, unless otherwise specified, shall be obtained by the Owner at no cost to the Contractor.

13. NOTIFICATION OF PROPERTY OWNERS

The Contractor shall notify property owners (federal, state, local, private) at least two (2) days prior to beginning any construction work on the effected property.

14. PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction, a pre-construction conference may be scheduled. Representatives of the Contractor, the Owner, the Engineer, Inspector and other interested parties will be present. This is a Subsidiary requirement of the contract if the conference is scheduled.

15. FENCES

The Contractor shall at his own expense do the necessary removing of fences on the right-of-way, and shall re-build same after the work is completed in that area. The fences shall be re-built of the same character of materials as that which was removed. All posts, wire and other materials shall be sound, straight and equal to or better than the materials removed. Where fences are removed, the Contractor shall be responsible for the protection of livestock.

16. PROTECTION OF TREES, SHRUBS, AND PLANTS

The Contractor shall make every effort to protect all trees, shrubs, and plants encountered during construction and shall notify property owners, as specified above, before removal of such items.

17. PIPE COVER AND EXCAVATIONS

All transmission and distribution lines in the system will have a minimum cover as shown on the plans unless otherwise approved by the Engineer. All excavation on this project is unclassified and the cost of such excavation shall be included in such pay items as are provided in the proposal.

18. INSURANCE

CONTRACTOR, performing as an independent Contractor hereunder, shall be fully responsible for providing Workman's Compensation, Commercial General Liability, and Automobile Liability coverage as follows.

Type of Insurance

Limits of Liability (Minimum)

Workman's Compensation

Statutory requirements for Texas
Labor Code, 401.011 (44)

Employer's Liability

\$ 250,000 (each accident)

Personal Injury

\$1,000,000 (each accident)

Commercial General Liability

\$ 2,000,000 combined single limit

Comprehensive Form

Premises Operations

Explosion & Collapse Hazard

Underground Hazard

Products/Completed Operations Hazard

Contractual Insurance

Automobile Liability

\$ 1,000,000 combined single limit

Owned

Hired

Non-Owned

The Johnson County shall have no responsibility or liability for such insurance coverage.

CONTRACTOR shall provide a certificate of insurance compliance within 10 calendar days after notification of award. The Johnson County and Childress Engineers shall be listed as additional insureds (to the extent CONTRACTOR/COUNTY/ENGINEER are indemnified pursuant to the Indemnity Provisions herein) in all certificates of insurance, to read as follows: "The Johnson County, a municipal corporation, its directors, officers and employees and Childress Engineers are additional insureds for work performed, and must be notified 30 days in advance of insurance cancellation or termination." Certificates must include: name and address of insurance company (must be authorized by the State of Texas to transact business in the State of Texas or be named on the approved listing of non-admitted insurers); Policy Number; and liability coverage and amounts.

CONTRACTOR shall:

1. provide coverage for its employees services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
2. provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
3. provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
4. obtain from each person providing services on a project, and provide to the governmental entity;

A. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

B. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
7. post a notice on each project site informing all person providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

A. Definitions:

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

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

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

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

C. The Contractor must provide a certificate of coverage of the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

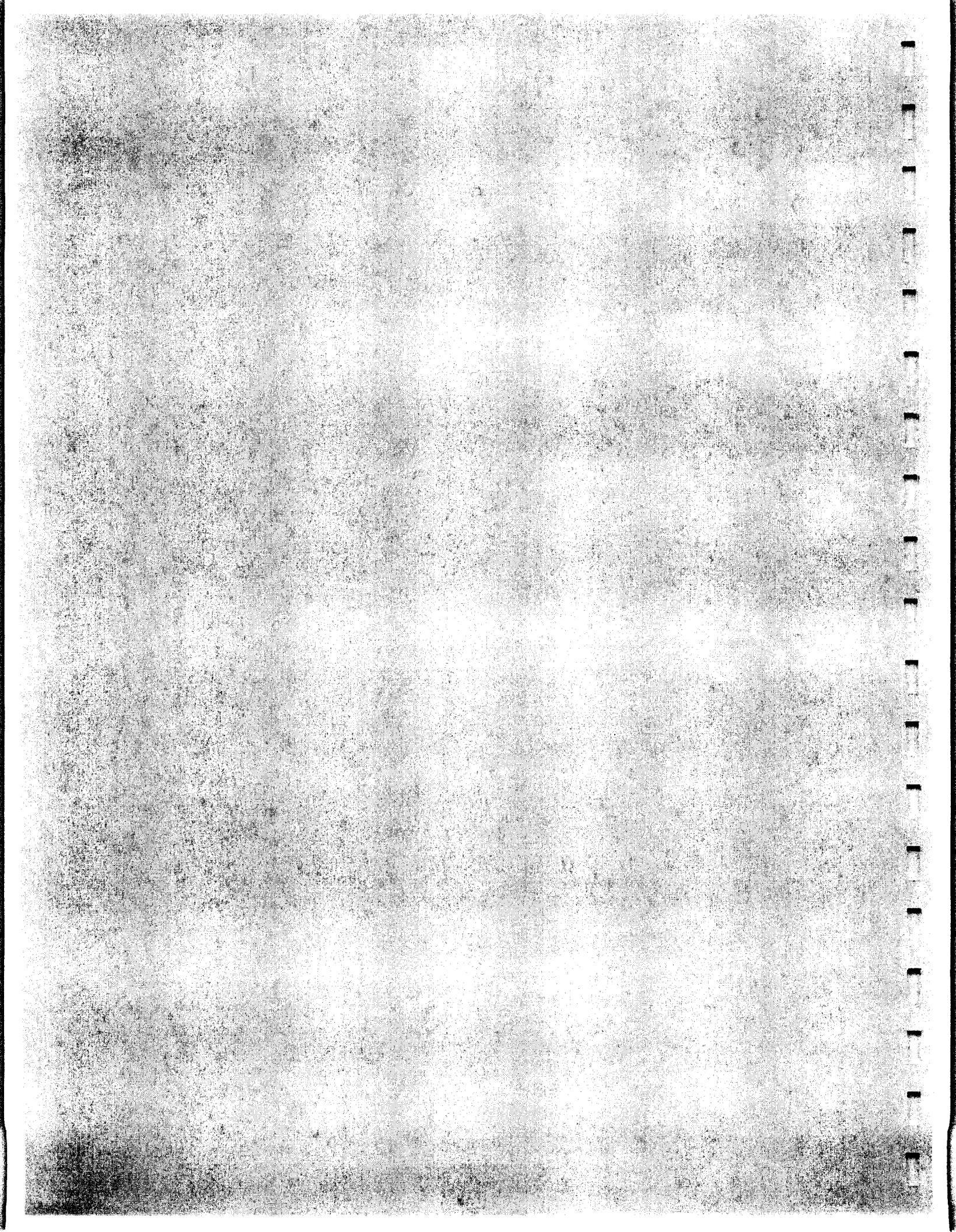
E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

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



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

I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the projects; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes

and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

19. CLEAN UP OF SITE

The Contractor shall, upon completion of the project or as the project progresses, restore the site to its original condition or better, including the smoothing out of all excavation.

20. MATERIALS PURCHASED & MATERIAL SUPPLIERS

The Contractor shall keep on file, and furnish on request by the Engineer or the Owner, records of all materials purchased in connection with this project. The Contractor will, upon request of Owner, supply the brand names of major materials and the names and addresses of major material suppliers and sub-contractors. Such records will be kept for a period of two (2) years after the completion of this project.

21. STORAGE OF MATERIALS

The Contractor shall arrange for suitable storage of the materials necessary for completion of this project. Any materials that may be damaged by the elements or by vandalism or by other means or whose quality is questionable shall not be incorporated in the work.

22. TESTING AND INSPECTION

All materials and workmanship and all equipment required under this contract shall be subject to testing and inspection by the Engineer unless other provisions are made in the plans and specifications.

If the Owner has retained the Engineer to provide a resident project representative during the construction phase of this project, the authority, in general, of the resident project representative is as set forth in Attachment A which is included immediately following these Supplementary Conditions.

23

ADDENDA

All Addenda shall be incorporated in and become a part of the contract documents for this project. No other explanation or interpretation will be considered official or binding.

24.

SPECIFICATIONS

Titles to divisions and paragraphs in these contract documents are merely for convenience, and are not to be taken as a part of the specifications. Furthermore, they are not to be taken as a correct and complete segregation of the several units of material and labor. No responsibility, either direct or implied, is assumed by the Engineer for omissions or duplications made by the Contractor due to real or alleged error in arrangement of matter in these contract documents.

25.

PAYMENTS TO CONTRACTOR

The Contractor shall prepare and submit partial pay estimates to the Engineer's attention after the Inspector has reviewed and initialed that he agrees with the pay request. Materials on hand will also be paid according to the material invoices. A retainage of 10% will be withheld on contracts of \$400,000.00 or less. A retainage of 5% will be withheld on contracts in excess of \$400,000.00. Prior to payment of the final estimate, the Contractor shall meet the requirements of the General Conditions of Agreement, providing for evidence that all obligations incurred by the Contractor and all subcontractors in connection with this project have been paid. The Contractor shall submit five (5) copies of partial pay estimates to the Engineer prior to the 5th day of the month for work completed up to and including the last day of the preceding month. Estimates approved by the Engineer and received by the County by the 15th day of the month shall be paid no later than 30 days following receipt.

26.

PAYMENT OF BILLS

Prior to payment of the final estimate, the Contractor shall meet the requirements of the General Conditions of Agreement, providing for evidence that all obligations incurred by the Contractor and all subcontractors in connection with this project have been paid.

27.

CHANGE OF THE CONTRACT TIME

The contract time may only be changed by a Change Order. Any claim for an extension in the contract time shall be based on written notice delivered to Owner and Engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty (30) days of such occurrence unless Engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by Engineer if Owner and Contractor cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a Change Order, otherwise such claim is waived.

The contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor if he makes a claim, as previously stated. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by Owner, fires, floods, labor disputes, epidemics, acts of war, acts of God or other extreme weather conditions. No time extensions will be allowed for typical weather conditions for Project using calendar days for the contract time.

28. GUARANTEE OF WORKMANSHIP AND MATERIALS

The Contractor shall guarantee for a period of two (2) years from the date of the "Certificate of Acceptance," all workmanship and materials incorporated in the work, and shall replace, at his own expense, any defective materials or work.

29. SALES TAX EXEMPTION

The Johnson County is a governmental entity, and in accordance with House Bill 11, all materials and services provided on this project are tax exempt.

30. CONFINED SPACE ENTRY

Contractor shall comply with OSHA's confined space entry requirements in regards to trenching, tunneling, etc. Any costs shall be considered subsidiary to the Contract.

31. EXISTING UTILITIES

The plans show the locations of all known surface and subsurface structures. However, the Owner assumes no responsibility for failure to show any or all of these structures on the plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever.

The Contractor shall be responsible for verifying the locations of and protecting all existing utilities, service lines, or other property crossed or exposed by his construction operations. Contractor shall make all necessary provisions for the support, protection, relocation, and/or temporary relocation of all utility poles, gas lines, telephone cables, utility services, water mains, sanitary sewer lines, electrical cables, drainage pipes, and all other utilities and structures both above and below ground during construction. The Contractor is liable for all damages done to such existing facilities as a result of his operations and any and all cost incurred for the protection and/or temporary relocation of such facilities shall be included in the costs contained in the Bid Proposal. **NO ADDITIONAL COMPENSATION WILL BE ALLOWED.**

32. STREET SUBGRADE RESTORATION

The Contractor shall be required to restore the street subgrade to within 0.10± to that existing at the time their work is released for construction. The subgrade shall be approved by the Engineer prior to final acceptance of the work.

33. TRENCH SAFETY SYSTEM

For trenching operations over five feet in depth, a trench safety system design shall be provided by the Contractor as a separate specification item for this project. The trench safety system plans and specifications must be designed, signed and sealed by a Registered Professional Engineer currently licensed to perform work in the State of Texas. A separate bid item is provided for the design and implementation of the Trench Safety System.

Trench excavation, shoring etc. shall be provided by the Contractor in accordance with the plans and specifications provided therefor. It is the Contractor's responsibility to insure that all excavation work and site conditions are within the regulations as established by the Occupational Safety and Health Administration (OSHA) standards as contained in Subpart P, Part 1926 of the Code of Federal Regulations, or latest revision thereof. Other OSHA standards also apply.

Any property damage or bodily injury (including death) that arises from the use of the trench excavation plans, from the Contractor's negligence in performance of contract work, or from the Owner's failure to note exceptions to the excavation plan shall remain the sole responsibility and liability of the Contractor.

34. INDEMNIFICATION

The Contractor agrees to fully indemnify and save whole and harmless the Owner and Engineer from all costs or damages arising out of any real or asserted claim or cause of action against it of any kind or character and in addition from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, his agents, servants and employees. The Contractor further agrees to comply with all applicable laws, regulations, ordinances, building and construction codes of the Owner and the State of Texas and with any regulations for the protection of workers which may be promulgated by the Government and shall protect such work with all necessary lights, barriers, safeguards and warnings as are provided for in said specifications.

35. AS BUILT / RECORD DRAWINGS

Any field change made to the construction plans shall be documented by the Contractor by "red-lining" one set of the construction plans. These "red-lined" drawings shall be presented to the Engineer at the final inspection. The Engineer will prepare and distribute record drawings of the finished project.

36.

ENVIRONMENTAL / ARCHEOLOGICAL DISCOVERIES

If an environmental or archeological discovery is made during excavation operations, work shall cease until the site may be investigated to determine the extent of the find. The Contractor will be issued a stop work order in writing and another written notice to return to work.

37.

PROJECT VIDEO AND PHOTOGRAPHS

For the protection of the Contractor, the Contractor shall furnish an adequate number of photographs and videos of the project site to clearly depict pre-existing and post-construction conditions, and to record the condition of all existing facilities in or abutting the construction area including but not limited to streets, curb and gutter, utilities, driveways, fencing, landscaping, etc. Photographs and video tape should be made after construction staking, but prior to any clearing. Two copies of the tape or DVD, dated and labeled, shall be provided to the Engineer before the start of construction. Additional recording shall be as directed by the Engineer if those provided are not considered suitable for the purpose of recording pre-existing conditions. Videos must be in VHS or DVD format and the project must be identified by audio or visual means.

Photographs shall be clear with proper exposure. New photographs are to be taken immediately if photos of an adequate quality cannot be produced. Photographs shall be of a quality to permit enlargements. Photographs shall be taken with quality digital camera as a minimum. The photographs shall be taken at locations acceptable to the Engineer. Each photo shall contain the date and time and shall be identified by a file name containing the project name, location, orientation of the exposure and a description of the subject of the photograph. Submit all photographs on CD or DVD.

All photographs, VHS tapes and DVDs are to become the property of the Owner and may not be used for publication, or public or private display without the express written consent of the Owner.

Payment will be made for this item as contained in the Proposal.

38.

VENDOR PROTEST

If a vendor would like to issue a formal protest with the Johnson County concerning this solicitation, the protest must be tendered to the Purchasing Department within 48 hours after the Award by the County. The protest must be typed, include the bid or proposal number, date and time of the Bid Opening Conference, statement of the aggrieved situation, and the protest must be signed by an authorized party of the vendor company.

Within 24 hours of receipt of the protest, the County will invoke a peer panel review consisting of the County Judge, and a staff member appointed by the County Judge. This panel will review the protest and all relevant documentation provided by the vendor. After reviewing all evidence and supporting documentation the panel will render a decision on the validity of the protest and any findings and recommendations that could be so warranted. The recommendation will be forwarded to the Vendor.

39. **EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION**

The Contractor shall obtain permits and furnish labor, materials, equipment and incidentals necessary to provide erosion and sediment control during construction including furnishing, installing and maintaining erosion and sediment control structures and procedures and the proper removal when no longer required.

The Contractor shall submit copies of approved permits to the Engineer.

In accordance with the guidelines in the TPDES General Permit No. TXR 150000, dated March 5, 2003, and revised effective March 5, 2008, pursuant to Section 26.040 of the Texas Water Code and Section 402 of the Clean Water Act, by the Texas Commission on Environmental Quality (TCEQ), the Contractor shall prepare and submit a Notice of Intent (TCEQ Form 20022), prepare a Storm Water Pollution Prevention Plan (SWPPP) and implement the plan during construction.

The Notice of Intent (NOI) must be submitted prior to clearing and grubbing.

The SWPPP must be prepared prior to the submittal of the NOI. The SWPPP must be on file at the construction site and be available upon request to TCEQ, local agencies, and Owner. The Contractor shall be responsible for implementing, updating and modifying per regulatory agency requirements, inspection, and monitoring the SWPPP.

The Contractor shall retain records or copies of all reports by this permit for a period of at least three (3) years from date of Final Completion.

Contractor shall provide for the drainage of storm water and such water as may be applied or discharged on the site in performance of the work. Drainage facilities shall be adequate to prevent damage to the work, the site, and adjacent property. Existing drainage channels and conduits shall be cleaned, enlarged, or supplemented as necessary to carry all increased runoff attributable to Contractor's operations. Dikes shall be constructed as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect Owner's facilities and the work, and to direct water to drainage channels or conduits. Ponding shall be provided as necessary to prevent downstream flooding.

Contractor shall prevent erosion of soil on the site and adjacent property resulting from his construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection. Contractor shall be responsible for establishment, maintenance, and applicable removal of proper erosion control measures. Such erosion control measures shall conform to Federal, State and /or local erosion control regulations and shall consist of measures that are generally accepted as adequate erosion control by the engineering profession.

Upon completion of work on the site and after 70% of the site has approved stabilization established, the Contractor shall file a Notice of Termination (TCEQ Form 20023).

**SANITARY SEWER
SPECIFICATIONS**

SANITARY SEWER SPECIFICATIONS

1. EXCAVATION, TRENCHING AND BACKFILLING

1-01	GENERAL	S1-1
1-02	CONSERVING TOPSOIL	S1-1
1-03	STRUCTURAL EXCAVATION AND TRENCHING	S1-1
1-04	BEDDING AND BACKFILLING, GENERAL	S1-3
1-05	BEDDING AND BACKFILLING, SPECIAL	S1-3
1-06	EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION	S1-4
1-07	EXISTING UTILITIES	S1-5
1-08	HIGHWAY AND RAILROAD CROSSING	S1-5
1-09	CLEANUP	S1-6
1-10	MEASUREMENT AND PAYMENT	S1-6

2. PIPE AND FITTINGS

2-01	GENERAL	S2-1
2-02	STANDARD SPECIFICATIONS	S2-1
2-03	SERVICE CONNECTIONS	S2-2
2-04	ENCASEMENT	S2-2
2-05	MAINTENANCE	S2-2
2-06	MEASUREMENT AND PAYMENT	S2-2

3. MANHOLES AND INLETS

3-01	GENERAL	S3-1
3-02	FOUNDATION	S3-1
3-03	WALLS	S3-1
3-04	FRAMES, COVERS, GRATINGS	S3-1
3-05	CLEANOUTS	S3-2
3-06	MAINTENANCE	S3-2
3-07	PAYMENT	S3-2

4. PORTLAND CEMENT CONCRETE

4-01	GENERAL	S4-1
4-02	MATERIALS	S4-1
4-03	REINFORCING STEEL	S4-1
4-04	CLASS OF CONCRETE	S4-1
4-05	PLACEMENT OF CONCRETE	S4-1
4-06	PAYMENT	S4-2

5. AIR TEST FOR SANITARY SEWERS

5-01	GENERAL	S5-1
5-02	METHOD	S5-1
5-03	DURATION OF TEST	S5-1
5-04	TEST PRESSURE	S5-2
5-05	PAYMENT	S5-2

6. DEFLECTION TESTING FOR SANITARY SEWERS

6-01	GENERAL	S6-1
6-02	METHOD	S6-1
6-03	MANDREL REQUIREMENTS	S6-1
6-04	PAYMENT	S6-1
	MANDREL REQUIREMENTS	S6-2

7. LIFT STATION

7-01	GENERAL	S7-1
7-02	QUALITY ASSURANCE	S7-1
7-03	DUPLEX LIFT STATION	S7-1
7-04	PUMPING UNITS	S7-2
7-05	CONTROLS	S7-2
7-06	BYPASSING SEWAGE	S7-3
7-07	PAYMENT	S7-3

8. MACERATOR

8-01	GENERAL	S8-1
8-02	PRODUCTS	S8-3
8-03	EXECUTION	S8-9

SECTION 1

EXCAVATION, TRENCHING AND BACKFILLING

1-01 GENERAL

The Contractor shall perform all work classified as grading, excavation, trenching and backfill as required in the plans and to the lines, grades, contours, dimensions and elevations as shown on the plans. This includes, but is not necessarily limited to, the following items:

1. Site grading and right-of-way clearing.
2. Preparation of sub-grade.
3. Preparation of foundations.
4. Structural excavation.
5. Removal and disposal of brush, trees and other debris.
6. All necessary shoring and sheeting to protect excavations.
7. De-watering as necessary or required.
8. Stabilization as necessary or required, including the placing of select materials.
9. Tamping and compacting as necessary or required.
10. Surface repair and/or replacement.

1-02 CONSERVING TOPSOIL

Where excavation of any type is indicated on the drawings, or required, topsoil shall be excavated and stored for later use. The topsoil shall be excavated to a depth of 6", and shall be transported and deposited in storage piles at the locations indicated or directed. Topsoil shall be kept separated from other excavated materials, and shall be piled free of roots and other undesirable material. After completion of other excavation, filling, and grading, topsoil shall be placed to a depth of approximately 2 inches on areas not occupied by buildings, roads or other structures or surfaces. The topsoil shall be evenly spread and the surface left in a relatively smooth condition. All lumps, rocks, clods and other large particles shall be broken up or removed.

1-03 STRUCTURAL EXCAVATION AND TRENCHING

The Contractor should thoroughly familiarize himself with the types of excavation to be performed and the types of material to be handled. If results of core samplings indicating the types of materials to be encountered in the construction of this project are furnished, it is simply for the convenience of the Contractor in preparing his Proposal. All excavation in this project is "unclassified". No consideration of claims for extra compensation due to the type of material encountered in the excavation will be considered.

Trenches shall be excavated by use of a trenching machine, backhoe or dragline, except in locations where hand trenching is required. The banks of the trench shall be vertical from the bottom of the trench to a point at least one (1') foot above the top of the pipe. The width of the trench shall provide a minimum of nine (9") inches and a maximum of twelve (12") clearance on each side of the pipe being laid. Measurement will be made at the top of the pipe.

Should the actual trench width be greater than the maximum permitted, the Contractor, at his expense, shall provide concrete cradle or other suitable bedding, backfilling materials and measures required by the Engineer so as to increase the pipe support strength to resist the additional external load.

If the bottom of the trench becomes an unstable foundation for the pipe through the neglect of the Contractor to adequately shore or de-water, the Contractor will be required to remove the unstable material and backfill the trench to the proper grade with approved compacted gravel. No extra compensation shall be approved for this material or work.

Also, if the trench is inadvertently excavated deeper than necessary, it shall be backfilled to the proper grade with approved compacted granular material at the Contractor's expense.

However, if in the opinion of the Engineer, the undisturbed material encountered at the grade depth provides an unstable foundation for the pipe, the Contractor will be required to remove such unstable material and backfill the trench to the proper grade with approved compacted material.

The Contractor shall excavate all trenches, including work necessary in working around existing pipe lines or other obstructions. The Contractor shall give notice to the Owners of any such lines or obstructions in order that they may have time to take the necessary precautions for protecting their property. The Contractor shall be responsible for protecting the Owner from any damage which may be caused by the Contractor's operations in such work.

In rock, shale, hard clay or other non-yielding material, excavation shall be carried four inches (4") below the bottom of the pipe and select material or gravel shall be used for backfilling to the grade of the bottom of the pipe line.

Should the Contractor determine that "blasting" or any other hazardous operation would be useful, permission of the Owner and the Engineer must be obtained prior to beginning that type operation. If permission is granted, the Contractor shall use due care to protect adjoining properties, and shall, by special insurance, protect the Owner from any and all claims arising from such operations, including accidental death.

After inspection of pipe lines has been finished on any completed portion of the work, the trench may be backfilled. Backfilling shall be accomplished in compliance with the applicable portions of these specifications.

All applicable local, state, and federal laws and regulations shall be carefully observed, including those relating to the protection of the excavations, the safety of the workmen, and provisions for the required barriers, signs, and lights.

1-04 BEDDING AND BACKFILLING, GENERAL

All pipe shall be properly bedded so as to have the entire length of the barrel supported. The pipe shall be laid on a cushion of not less than three (3") inches nor more than six (6") inches of crushed stone up to 1" gradation or pea gravel. The material shall be carefully graded to form the cushion. After the pipe is laid, the bedding material shall be placed carefully and simultaneously on both sides of the pipe to the midpoint of the pipe. The material shall be consolidated from the bottom of the pipe up to the midpoint of the pipe. From that point, the bedding material or granular material shall be placed to an elevation of six (6") inches above the pipe. All bedding shall conform to ASTM D-2321, class I, II or III. Granular material is defined as a free flowing sand which is free of large rocks, roots and other foreign matter.

Backfill above the six (6") inch bedding may be placed in any manner that will not cause damage to the pipe. This backfilling will be done with good sound earth. Broken concrete, rocks, bituminous pavement or other lumpy materials shall not be used, except as the lumps are small and may be dispersed in the upper portion of the fill in a manner which is satisfactory to the Engineer.

1-05 BEDDING AND BACKFILLING, SPECIAL

Certain areas within the project shall require special bedding and backfilling. The Contractor shall provide the special bedding and backfilling in these areas as follows:

1. Federal and State Highways
Backfilling shall be done in accordance with the requirements of the Texas Department of Highways and Public Transportation. Bedding of the pipe shall be the same as required in other areas.
2. City Street, Future Paved Areas
Backfilling within the paved area and within ten (10') feet of proposed streets shall be accomplished by mechanically tamping granular materials from the trench cuttings, if usable, in no more than nine (9") inch layers, or by jetting until 95% compaction (Standard Proctor) is obtained. Trenches more than ten (10') feet from the street shall be backfilled in lifts no greater than three (3') feet and shall be compacted to 90% Standard Proctor Density, ASTM D-698.
3. City Streets, Paved (Street Cuts for Crossings or tie-ins)
Pavement on streets shall be saw cut to the limits of removal prior to beginning excavation. Sawing shall be done in straight lines and in a neat and orderly manner.

Backfilling under existing paved streets shall be done using granular material (sand), and such material shall be jetted until 95% compaction (Standard Proctor) is obtained.

After the trench has been properly backfilled, and after the line has been fully tested, excess material shall be removed from the trench area to a depth of five (5") inches.

The surface shall be smoothed and compacted with a flat wheel roller, then primed with Grade RC-2 asphalt.

Asphaltic concrete surface material shall be Type D, Hot Mix-Hot Laid meeting the requirements of Item 340 of the current Texas Department of Highways and Public Transportation specification. The asphaltic concrete shall be placed in one (1) three (3") inch layer and one (1) two (2") inch layer. Each layer shall be properly compacted using flat wheel and pneumatic tire rollers. Care shall be exercised to ensure that the last layer is placed and shaped so as to conform to the grade of the existing paved surface.

1-06 EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION

1. GENERAL

The Contractor shall obtain permits and furnish labor, materials, equipment and incidentals necessary to provide erosion and sediment control during construction including furnishing, installing and maintaining erosion and sediment control structures and procedures and the proper removal when no longer required.

2. SUBMITTALS

The Contractor shall submit copies of approved permits to the Engineer.

3. NPDES PERMIT

In accordance with the Final NPDES General Permits for Storm Water Discharge from Construction Sites as published in the Federal Register, July 1, 2003, 40 CFR Part 122, Contractor shall prepare and submit a Notice of Intent (EPA Form 3510-9), prepare a Storm Water Pollution Prevention Plan (SWPPP) and implement the plan during construction.

The Notice of Intent (NOI) must be submitted prior to clearing and grubbing.

The SWPPP must be prepared prior to the submittal of the NOI. The SWPPP must be on file at the construction site and be available upon request to EPA, State or local agencies, and Owner. The Contractor shall be responsible for implementing, updating and modifying per regulatory agency requirements, inspection, and monitoring the SWPPP.

The Contractor shall retain records or copies of all reports by this permit for a period of at least three (3) years from date of Final Completion.

For Assistance in filling out the NOI or preparing the SWPPP, Contractor may call the EPA Region 6 office at 214-655-8060.

A. TEMPORARY DRAINAGE PROVISIONS

Contractor shall provide for the drainage of storm water and such water as may be applied or discharged on the site in performance of the work. Drainage facilities shall be adequate to prevent damage to the work, the site, and adjacent property.

Existing drainage channels and conduits shall be cleaned, enlarged, or supplemented as necessary to carry all increased runoff attributable to Contractor's operations. Dikes shall be constructed as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect Owner's facilities and the work, and to direct water to drainage channels or conduits. Ponding shall be provided as necessary to prevent downstream flooding.

B. EROSION CONTROL

Contractor shall prevent erosion of soil on the site and adjacent property resulting from his construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection. Contractor shall be responsible for establishment, maintenance, and applicable removal of proper erosion control measures. Such erosion control measures shall conform to Federal, state and /or local erosion control regulations and shall consist of measures that are generally accepted as adequate erosion control by the engineering profession.

1-07 EXISTING UTILITIES

The Contractor shall be extremely careful to prevent damaging existing utilities. The general location of existing utilities are shown on the plans. It shall be expressly understood by the contractor that, while much time was spent in attempting to locate existing utilities, the Engineer in no way purports to have located the exact alignment or grade of any utility. It shall be the responsibility of the Contractor to verify the location of all utility lines.

Any damage to existing utilities shall be immediately repaired, and no other work shall be accomplished until the damaged utility is repaired. All repairs shall be made at the Contractor's expense, unless otherwise specifically stated.

The Contractor shall notify all utility companies prior to beginning his work and arrange for the utility companies to provide locator service and supervision.

1-08 HIGHWAY AND RAILROAD CROSSING

Highway and railroad crossings shall be made at the locations shown on the plans. Permits for these crossings will be obtained by the Owner and provided to the Contractor.

Installations shall be made in strict conformance with all applicable federal, state and local regulations. In addition, railroad crossings shall be installed in such a manner as to comply with the railway company regulations.

Forty-eight (48) hours prior notification should be given to the proper authorities prior to commencing work on a highway or railroad right-of-way.

1-09 CLEANUP

The Contractor shall maintain the jobsite in a neat and orderly condition as work progresses. He shall cooperate with the Owner and the Engineer to see that public inconvenience is held to the minimum possible, including the blocking of streets, alleys and individual driveways.

After the job, or portions thereof, have been completed, the Contractor shall see that all debris, excess excavation, etc. is removed from the jobsite. The site shall be left in a neat and orderly condition.

1-10 MEASUREMENT AND PAYMENT

Measurement and payment will be based on completed work performed in strict compliance with the plans and specifications. Payment shall be made for the units of construction done conforming to the appropriate bid price contained in the Proposal.

SECTION 2

PIPE AND FITTINGS

2-01 GENERAL

All sewer mains, laterals, house service connections, etc. shall be of the type and materials as specified herein and in the plans. Any piping found to be defective before or after installation shall be removed from the system and replaced with sound pipe at no additional cost to the Owner.

The interior of all pipe shall be cleaned thoroughly and kept clean during the progress of construction. When any line is not being worked on, it shall be plugged to prevent the entry of any foreign matter.

All pipe shall be laid in such a manner as to allow the full length of the section to rest solidly on the pipe bed. Pipe shall not be laid in water, or in any trench when trench or weather conditions are unfavorable for work, except when authorized by the Engineer. Any pipe that is disturbed after laying shall be removed and replaced.

2-02 STANDARD SPECIFICATIONS

The following standards and specifications, or latest revision thereof, form a part of this specification to the extent indicated by any reference thereto:

- (1) Pipe Material: Pipe should conform to the following specifications or the latest official revisions thereof:
 - (a) PVC Plastic Pipe shall conform to SDR 35 ASTM D-3034, for sizes 4" through 15" and ASTM 679 T-1 for sizes larger than 15" and shall have an elastomeric joint system to provide a water tight seal.
 - (b) PVC Ribbed Pipe shall conform to specification ASTM F794 for Open Profile Pipe and UNI-Bell Specification UNI-B-9 for sizes greater than 15", and shall have concentric ribs. Pipe shall have a smooth interior and a solid cross sectional wall with seamless composition. Exterior ribs shall be perpendicular to the axis of the pipe to allow placement of scaling gasket between the ribs without additional cutting or machining. The pipe shall be color coded green for in ground identification. Pipe shall be made of PVC material having a cell classification of 12454-B, per ASTM D1784. Minimum pipe stiffness per ASTM D2412 shall be 46 psi for 18" and larger. Pipe shall withstand impact of 220 ft-lbs. Pipe shall withstand flattening up to 60% without cracking, splitting or breaking and pass acetone immersion test per ASTM D2152.

- (c) PVC corrugated pipe shall be seamless profile wall and meet the requirements of ASTM F949 for sizes greater than 15". Pipe shall have a smooth interior with a corrugated cross-sectional rib exterior. Exterior corrugations shall be perpendicular to the axis of the pipe to allow placement of the sealing gasket without additional cutting or machining. The pipe stiffness shall be a minimum of 50 psi when tested at 5% deflection in accordance with D2412. Pipe shall be green in color. The pipe shall meet a cell classification of 12454B or 12454C as defined in ASTM D1784.
- (d) PVC Plastic Pipe may be used for force mains. Pipe should conform to ASTM D-2241, SDR26, CL. 160.
- (e) Pipe shall have an elastomeric joint system providing a water tight seal conforming to ASTM D-3212.
- (f) Ductile Iron Pipe

AWWA C101	American National Standard for Thickness Design of Cast-Iron Pipe
AWWA C106	American National Standard for Cast-Iron Pipe centrifugally cast in metal.
AWWA C104	Standard for Cement Mortar Lining for Ductile Iron Pipe and Fittings
AWWA C105	Standard for Polyethylene Encasement for Ductile Iron Piping
AWWA C110	Standard for Ductile Iron and Gray Iron Fittings
AWWA C111	Standard for Rubber Gasket Joints for Ductile Iron Pipe and Fittings
AWWA C150	Standard for Thickness Design of Ductile Iron Pipe
AWWA C151	Standard for Ductile Iron Pipe
AWWA C600	Standard for Installation of Ductile Iron Water Mains and Appurtenances

General

Ductile iron pipe shall be designed and manufactured in accordance with the latest revisions of AWWA C151 and shall be rated for 150 psi in accordance with the latest revisions of AWWA C151 unless otherwise shown. Standard joint length shall be 18' to 20'. The exterior of the pipe and fittings shall be

coated with a 1 mil bituminous coating in accordance with AWWA C110 and AWWA C151, unless specified otherwise.

Each joint of ductile iron pipe shall be covered with polyethylene encasement labeled Sanitary Sewer in accordance with AWWA C105.

Ductile iron pipe and fittings shall have a cement mortar lining in accordance with AWWA C104 and bituminous seal coat. Thickness of lining shall be as specified in AWWA C104.

2-03 SERVICE CONNECTIONS

Unless otherwise designated by the Engineer, all service connections shall be of 4 inch PVC Plastic Pipe, SDR 35 and shall be constructed as shown on the plans and at the locations as designated by the Engineer. Wyes for services connections shall be installed as shown on the plans or as directed by the Engineer.

Service connections shall extend to a point four (4') feet behind the curb line and shall be marked with an "S" permanently installed in the curb.

2-04 ENCASEMENT

Where called for on the plans or when ordered by the Engineer, encasement shall be placed as directed by the Engineer.

The pipe shall be set and held to true line and grade by wedges, blocks, or other approved methods.

Pipe that is allowed to become dislodged or floated from the true line and grade shall be replaced to true line and grade by the Contractor at his own cost and expense.

2-05 MAINTENANCE

All sewers and sewer structures shall be thoroughly cleaned and maintained in a workable condition until final acceptance.

2-06 MEASUREMENT AND PAYMENT

Measurement and payment will be based on completed work performed in strict compliance with the plans and specifications. Measurement of the pipe shall be along the centerline and will include service lines to a point four (4') feet behind the curb line. All trenching, grading, backfilling, etc. shall be included in the bid price per lineal foot of pipe. Drilled crossings or encased crossings will be paid for separately in addition to the payment for the pipe. Gravel and asphalt pavement replacement, if required, will not be paid for separately and the cost there of shall be included in the bid items provided in the proposal.

SECTION 3

MANHOLES AND CLEANOUTS

3-01 GENERAL

Manholes and cleanouts shall be constructed as shown on the plans and as called for in these specifications, including cast iron frames and covers, and should be essentially water-tight.

3-02 FOUNDATION

The bottom of the foundation shall not be lower than twelve (12") inches below the lines of the invert of the sewer at that point. Inverts shall be formed by laying full section sewer pipe straight through the manhole and cutting out the top half after the concrete base is constructed and cured sufficiently.

3-03 WALLS

Manholes may be constructed of fiberglass, precast rings or cast-in-place. Materials used in wall construction shall conform to the following:

- (a) **Fiberglass:** If called for on the plans, manholes shall be fiberglass. Fiberglass manholes shall conform to ASTM D3753 standards. Reinforcing materials shall be commercial grade "E" type glass. Provide a minimum 3 inch anti-flotation ring in MH bottom. Furnish LF brand or approved equals.
- (b) **Precast:** Rings shall be of reinforced concrete equivalent to those manufactured by Gifford-Hill and joints shall be sealed using Ram-Neck gasket material or equal.
- (c) **Cast-in-Place:** Shall be constructed using 3000 psi concrete in accordance with Specification for Portland Cement Concrete. Wall thickness shall be a minimum of six (6") inches.

3-04 FRAMES, COVERS, GRATINGS

All castings shall be of the dimension and type as shown on the plans or an approved equal. They shall be true to pattern in form and size and shall be free from faults, cracks, etc. All covers shall have the work "SEWER" cast on them. Cast iron castings shall conform to the requirements of "Gray Iron Castings" ASTM Specification A48, Class 30.

3-05 CLEANOUTS

Cleanouts shall be constructed at the location and as shown on the plans.

3-06 MAINTENANCE

All manholes and cleanouts shall be thoroughly cleaned and maintained in a workable condition until final acceptance.

3-07 PAYMENT

Payment for manholes and cleanouts shall be made on a unit price basis as shown in the Bid Schedule and shall constitute full payment for these items.

SECTION 4

PORTLAND CEMENT CONCRETE

4-01 GENERAL

The work covered by this section consists of furnishing all labor, materials and equipment necessary and performing all operations in connection with the installation of concrete work in accordance with these specifications and the applicable drawings.

4-02 MATERIALS

- (A) Aggregate: Both coarse and fine aggregate shall conform to Federal Specifications SS-A-281. Coarse aggregate shall be well graded from fine to coarse, within prescribed limits. The maximum size shall be 1 1/2 inches.
- (B) Cement: Only one brand of each type of cement shall be used for exposed concrete in any individual structure. Cement reclaimed from cleaning bags or leaking containers will not be used in the sequence of receipt of shipment, unless otherwise directed by the Engineer.

All Portland cement will comply with Federal Specifications SS-CO192, Type 1 or 1A.

4-03 REINFORCING STEEL

All reinforcing steel will be fabricated to the dimensions and shapes as indicated by the plans. Prior to placement, all steel bars will be cleaned of rust, scale and any other foreign matter that could prevent a good bond with the concrete. Laps or splices shall be of adequate length to transmit stresses and all splices in adjacent bars shall be staggered. The steel, complete in place, shall comply in all respects with the ACI and CRSI codes.

4-04 CLASS OF CONCRETE

All concrete shall be 5 sack and shall have a compressive strength of 3000 psi at 28 days. No high early strength concrete will be accepted, unless approved by the Engineer.

4-05 PLACEMENT OF CONCRETE

Forms shall be straight, free of warp and of a depth equal to the depth of concrete. They shall be securely staked to line and grade, and maintained in a true position during the depositing of concrete.

Reinforcing steel, if required, shall be placed in position as shown on the typical sections. Care shall be exercised to keep all steel in its proper location.

Concrete shall be placed as near as possible in its final position in the forms.

Concrete shall not be placed when the atmospheric temperature is less than 35°F. Concrete shall not be placed in contact with any material coated with frost or having a temperature less than 32°F.

Concrete operations shall be in accordance with Texas Highway Department Items 420 "Concrete Structures" or Item 530 "Concrete Curb, Gutter, Curb and Gutter, Sidewalks and Driveways" as is appropriate.

Concrete shall be cured for a minimum of 72 hours by use of either an approved membrane curing compound or other approved method.

4-06 PAYMENT

No separate payment will be made for the work covered by this section, and all costs in connection therewith shall be included in the bid price for the items of which they are a part.

SECTION 5

AIR TEST FOR SANITARY SEWERS

5-01 GENERAL

Unless otherwise specified by the Engineer, ALL sewer lines shall be air tested as directed by the Engineer and under his supervision. The Contractor shall provide all equipment, material and labor necessary to conduct the test in accordance with the Texas Commission on Environmental Quality - "Design Criteria for Sewerage Systems", Texas Administration Code - Chapter 17 (current revision).

5-02 METHOD

The section of sewer line to be tested shall be plugged. Low-pressure air shall be introduced into the plugged line. The amount and rate of air loss shall be used to determine the acceptability of the section being tested.

1. The low pressure air test shall conform to ASTM C-828 and C-924.
2. The length of line to be tested at one time shall be limited to the length between adjacent manholes.
3. Sections of pipe which have an average inside diameter of 36 inches or larger shall be air tested at each joint.
4. The test section shall be pressurized to 4.0 pounds per square inch ("psi") and held above 3.5 psi for 5 minutes.
5. Air is to be added as required to hold pressure during this 5 minute period.
6. At the end of the 5 minute saturation period, the pressure shall be recorded and the time period shall begin with a pressure of 3.5 psi.
7. For sections of pipe up to 36 inch average inside diameter, the minimum time allowable for the pressure to drop from 3.5 pounds per square inch gauge to 2.5 pounds per square inch gauge shall be computed using the following equation:

$$T = 0.085 (D) (K) / (Q)$$

Where:

- T = time for pressure to drop 1.0 pound per square inch gauge in seconds
K = 0.000419 (D) (L), but not less than 1.0
D = the average inside diameter of the pipe in inches
L = length of pipe in feet of same size being tested
Q = rate of loss in cubic feet per minute per square foot of internal surface area (a value of 0.0015 shall be used)

The testing times and minimum testing times for each pipe diameter are shown below:

Pipe Diameter (inches)	Time (seconds)	But Not Less Than (minutes)	Pipe Diameter (inches)	Time (seconds)	But Not less Than (minutes)
6	.885L	5:40	21	10.471L	19:50
8	1.52L	7:34	24	13.676L	22:40
10	2.374L	9:27	27	17.309L	25:30
12	3.419L	11:20	30	21.369L	28:20
15	5.342L	14:10	33	25.856L	31:10
18	7.693L	17:00			

8. Sections of pipe which have an average inside diameter of 36 inches or larger shall be tested at each joint.
9. The minimum time allowable for the pressure to drop from 3.5 psig to 2.5 psig during a joint test, regardless of pipe size, shall be 20 seconds.
10. When the prevailing ground water is above the sewer being tested, air pressure shall be increased 0.43 psi for each foot the water table is above the flow line of the sewer.
11. A pressure gauge shall be supplied by the Contractor and shall have minimum divisions of 0.10 psi and shall have an accuracy of 0.04 psi.
12. Calibration of the gauge shall be certified by a reliable testing firm at 6-month intervals or as required by the Engineer.
13. Any section failing to meet the requirements shall be examined and the leak found and repaired at no additional expense to the Owner.
14. After repair, the section shall be retested.

5-03 PAYMENT

No separate payment will be made for this item, and the cost involved therewith should be included in the unit prices for pipeline in the proposal.

SECTION 6

DEFLECTION TESTING FOR SANITARY SEWERS

6-01 GENERAL

Unless otherwise specified by the Engineer, ALL sewer lines shall be deflection tested as directed by the Engineer and under his supervision. The Contractor shall provide all equipment, material and labor necessary to conduct the test.

6-02 METHOD

The Contractor shall furnish hand-pulled go, no-go deflection testing mandrels through all lengths of PVC sewer pipe not less than 30 days following completion of final compacted backfill. No powered mechanical equipment will be allowed for pulling mandrels.

6-03 MANDREL REQUIREMENTS

Upon completion of PVC sanitary sewer pipe installation, the Contractor shall pull a mandrel through the pipe to test for a maximum 5 percent deflection. The mandrel shall be sized and constructed as listed on the applicable part of the following table.

6-04 PAYMENT

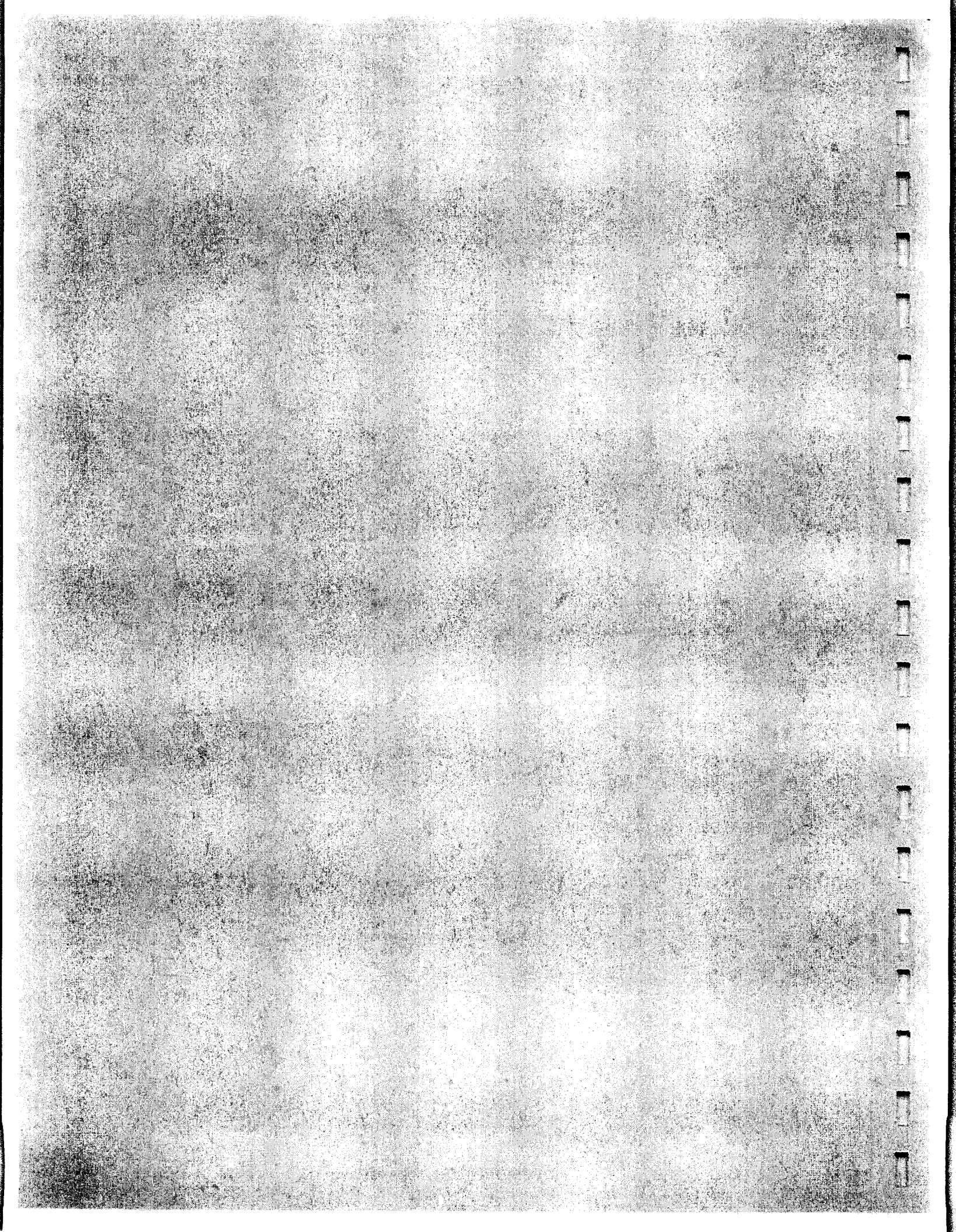
No separate payment will be made for this item, and the cost involved therewith should be included in the unit prices for sanitary sewer pipeline in the proposal.

5 PERCENT DEFLECTION MANDREL

Type Pipe	Nominal Size, In	Mandrel O.D., In	Tolerance In	Nearest 1/16"	Minimum Runner Length In	Minimum Number of Mandrel Runners
D3034 DR35	6	5.45	0.01	5-7/16	4	6
D3034 DR35	8	7.28	0.01	7-4/16	4	6
D3034 DR35	10	9.08	0.01	9-1/16	5	8
D3034 DR35	12	10.79	0.01	10-13/16	6	8
D3034 DR35	15	13.20	0.01	13-3/16	8	8
F679	18	16.13	0.01	16-2/16	8	12
F679	21	19.00	0.01	19	8	12
F679	24	21.36	0.01	21-6/16	8	12
F679	27	24.07	0.01	24-1/16	8	12
F894	18	16.53	0.01	16-1/2	8	9
F894	21	19.30	0.01	19-5/16	8	9
F894	24	22.08	0.01	22-1/16	8	9
F894	27	24.84	0.01	24-13/16	8	9
F894	30	27.62	0.01	27-5/8	10	9
F894	33	30.38	0.01	30-3/8	10	9
F894	36	33.15	0.01	33-1/8	12	9
F894	42	38.68	0.01	38-11/16	12	9

7 1/2 PERCENT DEFLECTION MANDREL

Type Pipe	Nominal Size, In	Mandrel O.D., In	Tolerance In	Nearest 1/16"	Minimum Runner Length In	Minimum Number of Mandrel Runners
D3034 DR35	6	5.31	0.01	5-5/16	4	6
D3034 DR35	8	7.09	0.01	7-1/16	4	6
D3034 DR35	10	8.84	0.01	8-13/16	5	8
D3034 DR35	12	10.51	0.01	10-8/16	6	8
D3034 DR35	15	12.86	0.01	12-14/16	8	8
F679	18	15.70	0.01	15-11/16	8	12
F679	21	18.50	0.01	18-8/16	8	12
F679	24	20.80	0.01	20-13/16	8	12
F679	27	23.44	0.01	23-7/16	8	12
F894	18	16.10	0.01	16-1/8	8	9
F894	21	18.80	0.01	18-13/16	8	9
F894	24	21.49	0.01	21-1/2	8	9
F894	27	24.18	0.01	24-1/8	8	9
F894	30	26.88	0.01	26-13/16	10	9
F894	33	29.58	0.01	29-5/8	10	9
F894	36	32.27	0.01	32-1/4	12	9
F894	42	37.66	0.01	37-5/8	12	9



LIFT STATION

7-01 GENERAL:

This item covers the installation of a sanitary sewage lift station and shall include the furnishing of all supervision, labor, materials, tools, equipment and incidentals necessary to construct the Lift Station as shown on the plans and specified herein.

This item covers the salvage and installation of the submersible pumping equipment, controls and accessories, complete in place, as shown on the plans.

7-02 QUALITY ASSURANCE

Supplier's Representative for Startup and Testing:

The services of the original pump supplier's (Smith Pump Company, Inc.) technical representative shall be provided for pre-startup installation checks, startup assistance, training of Owner's operating personnel, troubleshooting and other services as required.

7-03 DUPLEX LIFT STATION:

GENERAL: Contractor shall furnish all labor, materials, equipment and incidentals required to provide a complete pumping system as specified herein.

The pumping system shall include removing and reinstalling the two (2) existing submersible non-clog sewage shredder pump(s), discharge elbow with base plate, hydraulic sealing flange assembly with sealing diaphragm, pump carrier assembly, lifting chain, winch, access frame and hatch cover (if required), float bracket, control equipment, guide rails, and underground conduit run. Any unserviceable components of the pumping system shall be replaced with new components.

The wet well and valve vault shall be new construction, constructed of concrete pipe manufactured in accordance with ASTM C478 with O-ring gasket joints and sized as shown on plans or approved equal. The wet well and valve vault shall have reinforced concrete foundations and slab covers as shown on the drawings. Precast foundations and slab covers may be allowed if submitted for approval. It shall be the Contractor's responsibility to provide properly spaced openings and hatches in the reinforced concrete slab to match those required for the submersible pumping equipment to insure proper installation.

DISCHARGE BASE ELBOW WITH BASE PLATE: The discharge elbow/base plate assembly is designed to rest squarely on the wet-well floor assuring perfect alignment and a smooth surface for the pump. The base plate shall also include bolt down holes, a leveling bolt, and adjustable guide rail supports. The sealing face of the base elbow may be spray coated with zinc or other approved coating to provide a smooth, corrosion and abrasion resistant surface. All fasteners shall be 300 series stainless steel.

HYDRAULIC SEALING FLANGE: A cast iron sealing flange, with rail guide bracket or approved equal, shall be mounted on each pump discharge.

UPPER GUIDE BRACKET: The upper guide bracket shall align and support the two guide rails at the top of the sump. It shall bolt directly to the hatch frame and incorporate an expandable rubber grommet for secure rail installation.

LIFTING CHAIN: Each pumping unit shall be provided with a lifting chain, and be of sufficient length to extend from the pump to the top of the wet-well. The access frame shall provide a hook to attach the chain or cable when not in use. The lifting chain or cable shall be sized according to the pump weight.

ACCESS FRAME AND DOOR: A separate access frame assembly may be required with a separate hinged door for removal of each pump. The new frame assembly and door shall be aluminum, with aluminum having 300 series stainless steel hinges and hardware. Aluminum doors shall have a raised tread plate to provide a skid-proof surface. Load rating shall be a minimum of 300 PSF in aluminum bracket. A recessed handle shall be provided with each door, as well as a safety latch to hold to the door in an open position. Furnish Halliday or approved equal.

FLOAT MOUNTING BRACKET: A float mounting bracket shall be provided with strain reliefs that support and hold the level control cords. Continuous cords are to run from pump(s) and level controls to a control panel or junction box. No splices shall be made in the wiring. The bracket shall be fabricated from steel, coated for corrosion resistance, and attached to the access frame with 300 series stainless steel fasteners. A dielectric spacer should be installed when bolting to an aluminum access frame.

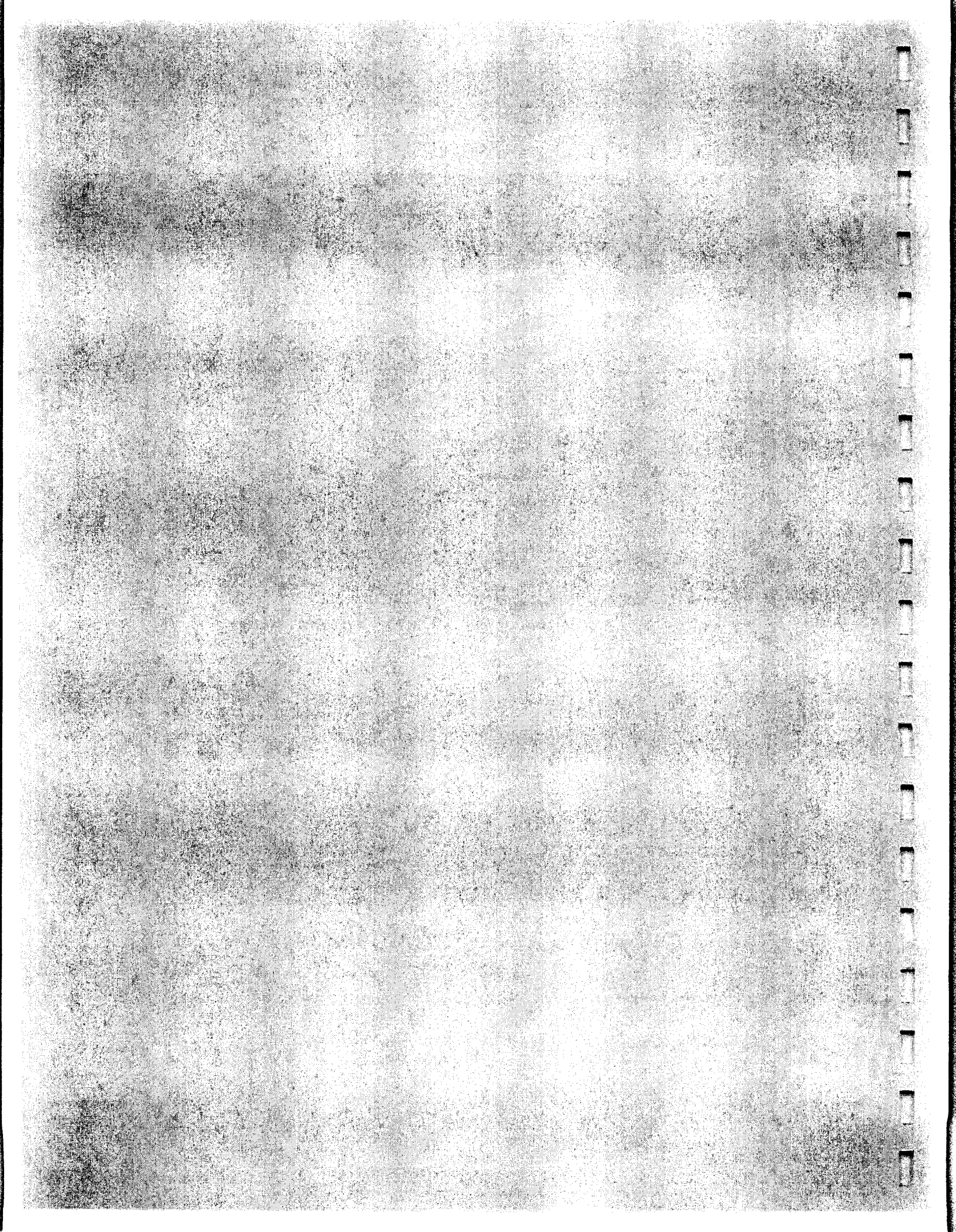
GUIDE RAIL: A dual rail guide design shall keep the pump in proper alignment with the stationary discharge piping. The rail shall be 2" stainless steel pipe and positioned on each side of the pump so that no weight of the pump bears on the rails at any time.

7-04 PUMPING UNITS:

Contractor shall furnish all labor, materials, equipment and incidentals required to salvage and reinstall the two (2) existing non-clog submersible centrifugal sewage shredder pump(s).

7-05 CONTROLS:

Contractor shall furnish all labor, materials, equipment and incidentals required to reconnect the existing duplex motor control panel as specified herein.



7-06 BYPASSING SEWAGE:

By-Pass Pumping: The Contractor, when and where required, shall provide diversion for the lift station pump salvage and reinstallation process. The pumps and by-pass lines shall be of adequate capacity and size to handle all flows.

The Contractor shall be responsible for continuity of sanitary sewer service to each facility connected to the section of sewer during the execution of the work.

If sewage backup occurs and enters buildings, the Contractor shall be responsible for clean-up, repair, property damage cost and claims.

7-07 PAYMENT

Payment for lift station shall be made on a unit price basis as shown in the Bid Schedule and shall constitute full payment for these items.

MACERATOR
OPEN CHANNEL - ELECTRIC GRINDER - SERIES 30005
(2-Inch Hex Design-XPFC Explosion Proof Motor/PC2200 Controller)

8-01 GENERAL:

A. SUMMARY

1. This section of the specification describes the grinder(s) and controller(s). The equipment shall be installed as shown on the plans, as recommended by the supplier, and in compliance with all OSHA, local, state and federal codes and regulations.
2. The number of Macerator(s) and controller(s) shall be 1.

B. REFERENCES

1. Grinder(s) shall, as applicable, meet the requirements of the following industry standards:
 - a) American Society for Testing and Materials (ASTM) A36: Carbon Steel Plate
 - b) American Society for Testing and Materials (ASTM) A536-84: Ferritic Ductile Iron Castings
 - c) American Society for Testing and Materials (ASTM) A48-83: Grey Iron Casting
 - d) American Society for Testing and Materials (ASTM) A743 Stainless Steel Casting
 - e) American Iron and Steel Institute (AISI) 303 Stainless Steel
 - f) American Iron and Steel Institute (AISI) 304 Stainless Steel
 - g) American Iron and Steel Institute (AISI) 316 Stainless Steel
 - h) American Iron and Steel Institute (AISI) 4130 Heat Treated Alloy Steel
 - i) American Iron and Steel Institute (AISI) 4140 Heat Treated Alloy Steel
 - j) American Iron and Steel Institute (AISI) 8620 Heat Treated Alloy Steel
 - k) American Iron and Steel Institute (AISI) 17-4 Stainless Steel
 - l) Society of Automotive Engineers (SAE) 660 Bearing Bronze

2. Controllers shall, as applicable, meet the requirements of the following Regulatory Agencies:

- a) National Electrical Manufacturer's Association (NEMA) Standards
- b) National Electric Code (NEC)
- c) Underwriters Laboratory (UL and cUL)
- d) International Electrotechnical Commission (IEC)

C. DOCUMENTS

1. Submittals

Supplier shall submit six (6) sets of submittals. Submittals shall include equipment descriptions, functional descriptions, dimensional and assembly drawings, catalog data, and job specific drawings.

2. Operation and Maintenance Manuals.

The supplier shall provide three (3) Operation & Maintenance manuals. An electronic version shall be supplied to create additional copies. The manuals shall include equipment descriptions, operating instructions, drawings, troubleshooting techniques, a recommended schedule, and the recommended lubricants.

D. QUALITY ASSURANCE

1. Identification

- a) Equipment shall be identified with a corrosion resistant nameplate affixed in a conspicuous location.
- b) Nameplate information shall include manufacturer's name and address, equipment model number, and serial number.

2. Manufacturer

- a) Supplier shall be ISO9001 certified and have a minimum 30 years experience as a manufacturer of municipal waste water equipment and a minimum 5,000 prior installations of similar equipment.
- b) Supplier shall provide a list of reference sites for similar equipment for verification by the Engineer or Owner's Representative.

- c) Supplier shall conduct factory testing and verification of equipment prior to shipment.
- d) Supplier shall have factory owned bi-coastal service centers.

3. Installation & Start-up

- a) Supplier shall provide services of a factory trained representative to check installation and review start-up of equipment and controls.
- b) Supplier Representative shall inspect and approve site installation and supervise a review of the operation of the equipment.
- c) Supplier Representative shall provide training on operation and maintenance requirements of the equipment.

E. DELIVERY, STORAGE, AND HANDLING

1. Packaging

- a) Containers or skids shall be constructed for normal shipping, handling, and storage.

2. Packaging (Cont'd)

- a) Containers shall provide adequate protection for the equipment in a dry indoor environment between +40° F (+4.5° C) and +100° F (+37.8° C).

F. WARRANTY

- 1. Manufacturer's standard 12-month limited warranty shall be provided on equipment.

8-02 PRODUCTS:

A. MANUFACTURERS

- 1. Grinder(s) and controller(s) shall be in accordance with these specification and plans and shall be supplied by one of the following manufacturers:
 - a) JWC Environmental, 290 Paularino Ave, Costa Mesa, CA 92626; Tel: 800-331-2277
www.jwce.com
JWC Environmental Series 30005-0008 Muffin Monster.
JWC Environmental Series PC2200 Controller.
 - b) Approved equal.

2. Manufacturers requesting to be selected as an approved equal shall submit certified documentation including installation lists with phone numbers, equipment drawings, flow performance curves, electrical schematics and cut sheets, O&M draft showing compliance with these specifications a minimum of ten (10) days prior to bid opening. Selected equipment manufacturers shall be added to the list of approved manufacturers.
3. Selected approved equal manufacturers shall conduct an onsite test within ten (10) days of installation demonstrating compliance with all areas of this specification.

B. GRINDER

1. General

Grinder shall reduce or shred influent solids for protection of downstream equipment. Grinder shall be two shafted design consisting of individual cutters and spacers of equal diameter on both shafts. Grinder shall have high flow or slotted side rails. Grinder shall have a motor and speed reducer for cutter drive.

2. Components

a) Cutters and Spacers

- 1) Cutting stack shall be a nominal height of 8 inches (203.2 mm).
- 2) Cutter shall be an individual disk constructed of AISI 8620 alloy steel surface ground to thickness of .438-inches $+0.000/-0.001$ (11.1 mm $+0.000/-0.003$).
- 3) Cutters shall be heat treated to produce a hardness of 60-65 Rockwell C.
- 4) Cutters shall have 7 cam shaped teeth. Tooth height shall not be greater than 1/2-inch (13 mm) above the root diameter of the cutter. OD shall be 4.71-inches (120 mm).
- 5) Spacers shall be an individual disk constructed of AISI 8620 alloy steel surface ground to a thickness of .446-inches $+0.001/-0.000$ (11.3 mm $+0.003/-0.000$).
- 6) Spacers shall have a hardness of 34-38 Rockwell C.
- 7) Spacers shall have a smooth outside diameter with no tooth profiles.

b) Shafts

- 1) Shafts shall be AISI 4140 alloy steel with a minimum tensile strength of 149,000 PSI (1,027 kPA).

- 2) Shafts shall be measure a nominal 2-inches (51 mm) across flats of hex.
- 3) Shafts shall be hardened to 38-42 Rockwell C.

c) Intermediate Shaft Supports

- 1) Intermediate shaft supports shall be ASTM A743 stainless steel, AISI 17-4 stainless steel and SAE 660 bearing bronze.
- 2) Shaft supports shall be lubricated with high temperature marine grade grease at the factory.
- 3) Intermediate shaft supports shall provide additional support to the shafts during severe grinding demands.
- 4) Intermediate shaft supports shall be provided only for cutter stacks of 40 inches (1016 mm) and greater.

d) Seal Cartridges

- 1) Seal cartridges shall be rated to a maximum of 90 PSI (620 kPa).
- 2) Seal cartridges shall not require flushing.
- 3) Dynamic and rotating seal faces shall be tungsten carbide with 6% nickel binder.
- 4) O-rings shall be constructed of Buna-N (Nitrile).
- 5) Radial and axial loads shall be borne by sealed, oversized, deep-groove ball bearings.

e) Housings and Covers

- 1) Top cover and end housings shall be ASTM A536-84 ductile iron.
- 2) Bottom cover shall be ASTM A36 steel.
- 3) End housing shall have integral bushing deflectors to guide solids away from seal cartridges.
- 4) End housings shall have directional flow arrows cast into the external side walls.

f) Side Rails

- 1) Side rails shall be ASTM A536-84 ductile iron.

- 2) Side rails shall have evenly-spaced horizontal slots to increase flow and decrease water head loss through the grinder. Slots shall only be located on the upstream or influent side of the rail and the effluent side of the rail shall be void of slots to allow for unobstructed flow.
 - 3) Inside profile of the cutters shall be concave and follow the radial arc of the cutters.
 - 4) Clearance between the outside diameter of cutters and concave arc of the side rail shall not exceed 5/16-inch (7.9 mm).
- g) Speed Reducer
- 1) Reducer shall be manufactured by Sumitomo Machinery Corporation of America.
 - 2) Reducer shall be internal planetary mechanism with trochoidal curved tooth profile.
 - 3) Reducer shall be a vertically mounted with 29:1 single reduction.
 - 4) Reducer shall be grease lubricated.
- h) Motor
- 1) Motor shall be manufactured by Baldor Electric Company.
 - 2) Motor shall be 5 hp (3.75 kW), XPFC, 1725 rpm, 460 volt, 3 phase, 60 Hz.
 - 3) Motor shall have a minimum service factor of 1.00, 82.5% minimum efficiency factor at full load, minimum 75% power factor at full load.
- i) Performance
- 1) Grinder shall be capable of processing 200 GPM (12.6 L/S).
 - 2) Grinder shall provide a minimum peak shaft torque of 4256 lb-in/hp (644 Nm/kW).
 - 3) Grinder shall provide a minimum peak force at cutter tip of 1831 lb/hp (10922 N/kW).

C. FRAME AND SUPPORTS

1. General

Frame and/or supports shall provide a method for securing grinder in a structure that allows for proper operation.

2. Components

- a) Frame and/ or supports shall be AISI 304 stainless steel.
- b) Frame shall provide proper support and interface to guide influent flow into the grinder.

D. CONTROLLER

1. General

Controller shall provide control of the grinder and be designed to control one (1) 3 hp motor at 460 volts, 3 phase, 60 Hz. The controller shall have an indicator lights, switches and other control devices.

2. Components

a) Enclosures

- 1) Enclosure shall be fiberglass reinforced polyester NEMA 4X.
- 2) Enclosure shall house the control devices, motor starters, and PLC.

b) Grinder ON-OFF/RESET-REMOTE three-position 22mm type, NEMA 4X selector switch

- 1) In the OFF/RESET position, the grinder shall not run.
- 2) In the ON position, the grinder shall run continuously.
- 3) In the REMOTE position, the grinder shall start and stop as controlled by an external device.
- 4) Selector switch shall be the only method for resetting the controller after a failure.

c) Pilot Lights

- 1) Lights shall be LED type 22 mm, rated NEMA 4X.
- 2) Lights shall indicate POWER ON, RUN, and FAIL.

d) Programmable Logic Controller (PLC)

- 1) PLC shall be manufactured by Panasonic.
- 2) PLC shall have a minimum of 16K of memory.

e) Motor Starter

- 1) Starter shall be a full-voltage reversing type with 120 volt operating coils.
- 2) Overload relays shall be adjustable and sized to full load amperes (FLA) of the motor.

f) Control Transformer:

- 1) Control transformer shall be minimum 130 VA.
- 2) Control transformer primary and secondary shall be fused for over current protection.

g) Current Transducer

- 1) Current transducer shall be manufactured by Veris Industries.
- 2) Current transducer shall have adjustable set point from 1-135A with 200 ms or less response time.

3. Performance

- a) When a grinder jam obstruction occurs, the controller shall stop the grinder and reverse the rotation to clear the obstruction. If the obstruction is cleared, the controller shall return the grinder to normal operation. If three (3) reverses occur within a 30 second interval, the controller shall stop the grinder motor in a jam condition and activate the grinder FAIL indicator and relay.
- b) When a power failure occurs while the grinder is operating, the grinder will resume operation once power is restored.
- c) When a power failure occurs while the grinder is in a fail condition, once power is restored the fail indicator shall reactivate and remain until reset.
- d) Reset of the grinder shall be accomplished from the controller only.

S8-3 EXECUTION

A. INSTALLATION

Grinder(s) and controller(s) shall be installed in accordance with supplier's installation instructions, and in accordance with all OSHA, local, state, and federal codes and regulations.

B. TESTING

Test of grinder(s) shall demonstrate correct alignment, smooth operation. Test period shall demonstrate simulated jam condition for grinder.

C. TRAINING

A field training course shall be provided for operation and supervisory staff members. Field instruction shall cover items for successful operation contained in the operation & maintenance manuals.

END OF SECTION