



January 7, 2025

Notice is hereby given of a Regular Meeting of Nacogdoches City Council to be held on the above date in the City Council Chambers of City Hall, 202 E. Pilar Street, Nacogdoches, Texas, beginning at 5:30 p.m. for the purpose of considering the following agenda items.

Some City Council Members may attend via videoconference but a quorum of the City Council and the Presiding Officer will be present at the above-stated physical location. The meeting will be streamed live at: <https://www.nactx.us/21>. There will be an opportunity for the public to comment on agenda items in person in Council Chambers.

**PLEASE LIMIT PRESENTATIONS TO THREE MINUTES
(UNLESS PRIOR APPROVAL IS OBTAINED)**

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. OPEN FORUM. Open Forum is an opportunity for citizens to address the City Council about items listed on the agenda, as well as on matters that are not specifically listed on the agenda. Alternatively, a citizen may address the City Council about an agenda item when the item comes up for consideration during the meeting. In order to address the City Council, please complete the Public Comment Form and submit it to the City Secretary prior to the start of the meeting. In accordance with the Texas Open Meetings Act, the City Council will not discuss, deliberate, or make any decisions on items not listed on the agenda. Comments are limited to 3 minutes per person.
4. AWARDS AND RECOGNITIONS:
 - A. Presentation of a Commendation and Proclamation in recognition of bravery for Zachary Smith, Nacogdoches Animal Shelter Attendant. (Mayor)
5. ITEMS TO BE REMOVED FROM CONSENT AGENDA.
6. CONSENT AGENDA: Items included under Consent Agenda require little or no deliberation by Council. Approval of Consent Agenda authorizes the City Manager or his designee to proceed with conclusion of each in accordance with staff recommendations as reflected in the minutes of this meeting.
 - A. Consider approval of minutes for the December 17, 2024, Regular City Council Meeting. (City Secretary)
 - B. Consider approval and amended terms of a Memorandum of Understanding by and between the City of Nacogdoches and the American Red Cross for an office space located at the Nacogdoches City Hall. (City Manager)
 - C. Consider rejecting bids received for 2025 Curb and Valley Gutter Project (Director of

Public Works).

7. REGULAR AGENDA: City Council will receive staff recommendations and public input on the following items, and may deliberate and take formal action on the item.
 - A. Consider ordinance amending Ordinance No. 2015-09-24 appropriating various amounts in accordance with budget adopted for ensuing fiscal year beginning October 1, 2024 and ending September 30, 2025 (Well 11 Rehab) (Director of Public Works).
 - B. Consider approval of a contract by and between the City of Nacogdoches and Alsay, Inc. for Well 11 Rehabilitation Project in a not-to-exceed amount of \$450,210.00 (Director of Public Works).
 - C. Discuss and consider resolution number 1379-01-25 in support, no objection, or objection for developers applying for Texas Department of Housing and Community Affairs 2025 Competitive 9% Low-Income Housing Housing Tax Credit Program (LIHTC). Project Name: Pioneer Crossing for Families, Project Location: Old Spanish Bluff Road (Executive Director of Economic Development)
 - D. Discuss and consider resolution number 1380-01-25 in support, no objection, or objection for developers applying for Texas Department of Housing and Community Affairs 2025 Competitive 9% Low-Income Housing Housing Tax Credit Program (LIHTC). Project Name: Elm Grove Apartments, Project Location: south of 3007 North University Drive (Executive Director of Economic Development)
8. EXECUTIVE SESSION: Executive Sessions are for City Council to receive information and deliberate on matters specified in Subchapter D of the Texas Open Meetings Act. Council may reconvene in open session to vote on the matter.
 - A. Deliberation regarding Real Property under Government Code Section 551.072 is as follows:

A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.
 - B. Consultation with Attorney - Pursuant to Texas Government Code Section 551.071, conduct a private consultation with its attorney regarding a settlement offer or matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Texas Government Code Chapter 551.
9. ADJOURN.



Rhonda Lewis
City Secretary



This agenda is posted as required under G. C. Section 551.041. For more information or a copy of the Open Meetings Act, please contact Attorney General of Texas at 1-800-252-8011; City Secretary at (936) 559-2506 or visit City of Nacogdoches web site at www.nactx.us.

CERTIFICATION

This meeting will be conducted pursuant to Chapter 551 of the Texas Government Code. The Council reserves the right to adjourn into Executive Session at any time during the meeting to discuss any of the above-posted agenda, as authorized by Texas Local Government Code Sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [prospective gift to city], 551.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [deliberations regarding economic development negotiations]. The City of Nacogdoches is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications may be provided upon request. Please contact the City Secretary at (936) 559-2506 for information. I certify the notice of meeting was posted in the directory outside of City Hall, 202 E. Pilar Street, Nacogdoches, Texas 75961, on January 3, 2025, by 5:30 p.m., pursuant to Chapter 551 of the Texas Government Code.

Rhonda Lewis, City Secretary



City Council Meeting

Date: January 7, 2025

Agenda Item: 6.A.

PRESENTER:

ITEM/SUBJECT: Consider approval of minutes for the December 17, 2024, Regular City Council Meeting. (City Secretary)

SUMMARY/BACKGROUND:

FINANCIAL:

No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

CITY CONTACT: Rhonda Lewis, City Secretary
lewisr@nactx.us
(936) 559-2506

ATTACHMENTS: 1. City Council Meeting Minutes 12.17.24



**Regular Session
Nacogdoches City Council
December 17, 2024 – 5:30 p.m.**

City Council Chambers
202 E. Pilar Street, Nacogdoches, TX

City Council present: Mayor Randy Johnson; Council Members, Kathleen Belanger; Blane Williams; Brad Maule, and Chad Huckaby

1. Called to order at 5:30 p.m.

2. Pledge of Allegiance.

3. Open Forum:

Ms. Anna Barrios addressed Council regarding her experience with the Parks and Recreation Department. She stated that she was not pleased with her recent challenges in attempting to book a pavilion with Parks and Rec, and the staff there. Ms. Barrios provided Council with information regarding her comments.

4. AWARDS AND RECOGNITIONS:

Mayor Johnson presented Ashley Morgan, Convention and Visitors Bureau Director, with a proclamation declaring the City of Nacogdoches as a Tourism-Friendly Community.

In addition, Mr. Gary Woods was honored for his 44 years of honorable service with the Nacogdoches Central Appraisal District.

5. ITEMS TO BE REMOVED FROM THE CONSENT AGENDA:

No items were removed from the Consent Agenda.

6. CONSENT AGENDA:

Councilman Huckaby moved to approve the Consent Agenda. Councilman Maule duly seconded the motion, and the Consent Agenda was approved unanimously.

7. REGULAR AGENDA:

- A. Receive a presentation and give a report on the Nacogdoches City Council and Staff Retreat held on October 15, 2024. (Ron Cox, of Ron Cox Consulting)

Ron Cox of Ron Cox Consulting presented a final report to City Council and provided an overview of what was discussed and implemented during the Council and City Staff Retreat, held on October 15, 2024.

- B. Receive a presentation and hold a discussion regarding the Low Income Housing Tax Credit Program.

Larissa Philpot-Brown, Executive Director of Economic Development, provided a presentation to Council describing the upcoming discussion on Low Income Housing Tax Credits. She provided background on LIHTC and its beginnings, how the credits work, the point system used for developers, and other data such as income and rent limits.

- C. Discuss and consider authorizing the City Manager to negotiate an agreement with The Goodman Corporation to provide professional consulting services as described in solicitation RFQ 25-10-106 for developing planning and implementation strategies for Downtown Nacogdoches.

Mike Neu, Executive Director of Development and Infrastructure, came before Council to ask for approval to negotiate an agreement with The Goodman Corp. He explained the items of focus, including potential equity partners such as SFA and Brazos Transit District.

Anne Keenen asked if there would be a future finalized plan.

Councilman Brad Maule made a motion to authorize the City Manager to negotiate with The Goodman Corporation for professional consulting services. Councilman Huckaby duly seconded the motion, and the motion carried unanimously.

- D. Consider approval of a resolution of the City Council of the City of Nacogdoches, Texas adopting the 2025 Legislative Priorities for the 89th State Legislative Session.

City Manager, Rick Beverlin, asked Council to consider this resolution to adopt the 2025 Legislative Priorities. He explained that with the assistance of other staff, identified the focal points important to our City.

Councilwoman Belanger made a motion to approve Item 7.D., Councilman Williams duly seconded the motion, and the motion carried unanimously.

- E. Consider approval of a resolution of the City Council of the City of Nacogdoches, Texas urging the Texas Legislature to enact legislation to amend portions of Chapter 1069 of the Texas Special District Local Laws Code related to the Nacogdoches County Hospital District.

City Manager, Rick Beverlin, asked for Council's approval of this resolution that would amend portions of Chapter 1069 of the Texas Special District Local Laws Code. Specifically, as it relates to the Nacogdoches Hospital District.

Councilwoman Belanger made a motion to approve the resolution contingent on its approval by the Hospital Board. Councilman Maule duly seconded the motion. The motion was not approved by a vote of two 2 ayes, and 3 nays.

Mayor Johnson then made a motion to approve item 7.E. and was duly seconded by Councilman Williams. The motion was approved by a vote of 3 ayes (Williams, Johnson, and Huckaby), 1 nay (Maule), and one member abstained (Belanger). Pursuant to Sec. 12 of the Nacogdoches City Charter, *"Any Councilmember refusing to vote shall be entered on the journal and counted as voting in the affirmative."* Therefore, the motion was carried by a vote of 4-1.

8. **ADJOURNED:** 7:31 p.m.

A full recording of the Regular City Council Meeting for December 17, 2024, may be viewed here: [Regular City Council Meeting - 20241217](#)

ATTEST:

Mayor, Randy Johnson
City Council
City of Nacogdoches

Rhonda Lewis, City Secretary



City Council Meeting

Date: January 7, 2025

Agenda Item: 6.B.

PRESENTER:

ITEM/SUBJECT: Consider approval and amended terms of a Memorandum of Understanding by and between the City of Nacogdoches and the American Red Cross for an office space located at the Nacogdoches City Hall. (City Manager)

SUMMARY/BACKGROUND:

FINANCIAL:

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

CITY CONTACT: Rhonda Lewis, City Secretary
lewisr@nactx.us
(936) 559-2506

ATTACHMENTS: 1. Memorandum of Understanding Red Cross

**MEMORANDUM OF UNDERSTANDING
THE AMERICAN NATIONAL RED CROSS
AND
CITY OF NACOGDOCHES, TEXAS**

This Memorandum of Understanding is entered into between the American National Red Cross, hereinafter referred to as Red Cross, and the City of Nacogdoches, Texas, hereinafter referred to as the City.

SECTION 1. TERM OF AGREEMENT

The term of this Memorandum of Understanding, hereinafter referred to as the Agreement is from February 28, 2025, and continues for a period of six (6) months through August 31, 2025, and at the end of the six (6) month period, migrate to a month-to-month basis thereafter. Either party or both parties may choose to terminate this agreement pursuant to Section 6 of this agreement.

SECTION 2. EXPENSES

Except as otherwise provided in Section 3 and Section 4 of this agreement, the Red Cross expressly acknowledges any costs incurred by the Red Cross as a result of the obligations contained in this agreement will be the sole responsibility of the Red Cross, and any costs incurred by the City as a result of obligations contained in the agreement will be the sole responsibility of the City.

SECTION 3. PERFORMANCE

The City agrees to provide, at no cost to the Red Cross, office space located at 202 East Pilar Street, 1st Floor, Room 127 in Nacogdoches, Texas, or a room similar in space and location. Employees of Red Cross will have access to and use of restrooms and a break room. Electricity and water will be paid for and provided by the City.

The Red Cross will provide all furniture and supplies to be used by the Red Cross in the conduct of its activities. The Red Cross also agrees to reimburse the City for any damages resulting from misuse of the office. The Red Cross will provide any special or additional amenities or capabilities it may require such as additional computer communications wiring, fixtures, and the like.

The City will have the right to maintain a master key to the premises but will only enter the premises in the presence of employees of the Red Cross or in the event of a bona fide emergency. In the event of an emergency entry, the City will notify the Red Cross of the entry and the reason for such entry. The City will provide the Red Cross with access during and after normal business hours and on weekends.

The Red Cross agrees to utilize the City staff parking area behind City Hall for employee parking.

SECTION 4. MISCELLANEOUS

- A. The City grants Red Cross the right to use the Room for the Permitted Use(s) described above. This grant includes reasonable ingress and egress to and from the Room through the Building's common areas. Red Cross shall not have the right to use any other space in the Building (such as library, conference rooms, break room, coffee room)

or any equipment belonging to City unless the City gives written permission to do so. This Agreement is not a lease and Red Cross is granted no leasehold interest in the Room.

- B. Unless the term is extended, on or before the final day of the term specified in Section 1, Red Cross shall vacate the Room. Red Cross shall repair all damage caused by Red Cross' occupancy, at Red Cross' sole cost and expense.
- C. Red Cross agrees to keep the Room in good condition and promptly repair all damage to the Premises or the Building caused by Red Cross' negligence, and not to disrupt, adversely affect, or interfere with other occupants of the Building.
- D. The City makes no warranty or representation about the Room or the Building. Red Cross accepts the same "AS IS." The City is under no obligation to prepare or repair the Room or the Building for Red Cross.
- E. Red Cross shall carry the following insurance coverage:
 - (1) Commercial General Liability with an occurrence limit of at least one million dollars (\$1,000,000) and an aggregate limit of at least two million dollars (\$2,000,000);
 - (2) Commercial Automobile Liability with a combined single limit of at least one million dollars (\$1,000,000);
 - (3) Workers Compensation coverage with statutory limits for the jurisdiction in which the premises are located and Employers' Liability with limits of at least one million dollars (\$1,000,000.00) per accident, one million dollars (\$1,000,000.00) disease – each employee and one million dollars (\$1,000,000.00) disease – policy limit.
- F. Red Cross shall not have any right to, assign or transfer, or sublicense this Agreement. The City shall have no obligation to consider or approve any such transfer, regardless of the circumstances.
- G. Notwithstanding anything in this Agreement to the contrary, if damage or casualty to all or a part of the Room occurs, this Agreement shall terminate and Red Cross shall have no right to restoration of the Room or to receive any compensation whatsoever.
- H. This Agreement shall be governed by and construed under the laws of the state in which the Building is located, and venue for any and all disputes shall lie in Nacogdoches County, Texas. This Agreement shall be binding on the parties and their respective, successors, transferees, and assigns.
- I. Authority. Each party represents and warrants that it has the full power and authority to execute, deliver, and perform under this Agreement.

SECTION 5. INDEMNIFICATION

RED CROSS SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AGAINST ANY LEGAL LIABILITY, INCLUDING REASONABLE ATTORNEY FEES, IN RESPECT TO BODILY INJURY, DEATH, AND PROPERTY DAMAGE ARISING FROM THE NEGLIGENCE OF THE SAID RED CROSS DURING ITS USE OF THE ROOM.

Nothing herein shall be considered a waiver of sovereign immunity or any other state or federal law to the Red Cross or the City.

SECTION 6. TERMINATION

Either party may terminate this agreement by providing at least sixty (60) days' written notice to the other. Notice will be provided under Section 7 of this agreement.

SECTION 7. NOTICES

Any notices, approval, consent, or communication by one Party to another must be in writing and addressed to the respective Parties as follows:

If the Red Cross: Executive Director, Real Estate Services
The American National Red Cross
9450 SW Gemini Drive, #75048
Beaverton, OR 97008-7105

For issues requiring legal notice (e.g., default), a copy to:

Office of the General Counsel
The American National Red Cross
431 18th Street, NW
Washington, DC 20006
Attention: Real Estate Counsel

real.estate@redcross.org

If CITY: Richard B. Beverlin, III, City Manager
City of Nacogdoches
202 East Pilar Street
Nacogdoches, Texas 75961

BY: _____
Richard B. Beverlin, III, City Manager
City of Nacogdoches

Date: _____

BY: _____
Joseph D. Ward Executive Director, Real Estate Services
American National Red Cross

Date: _____

PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Reject all responses received regarding Solicitation 25-10-107 for construction services for the 2025 Curb and Valley Gutter Project. (Director of Public Works)

SUMMARY/BACKGROUND: Staff is currently in the design phase for the first street improvement project utilizing bond funds that are planned to be released for bids in early spring. In advance of the street paving on an anticipated twenty-five (25) City streets in that project, staff released a project for curb and gutter replacements and valley gutter installations on these and adjacent streets, as well as on a couple of other streets with identified issues. The goal is to accomplish these installations during the current winter months when paving generally can't be completed without temperature or weather delays, but which don't inhibit concrete work, and allow for paving to commence quickly in the spring or early summer without being held up by these installations which must occur first in a paving project.

On December 19, 2024, the City received bids in response to [Solicitation 25-10-107](#) for construction services for the 2025 Curb and Valley Gutter Project. Two (2) contractors submitted bids as follows:

\$ 331,784.20 – CoxJones
\$ 562,363.96 – DSP Development

In follow-up communication with the low bidder regarding a proposed contract, Staff determined there was confusion about the project scope of work regarding asphalt patching in the restoration phase. After follow-up with the other bidder, similar confusion about the project scope of work was confirmed. As a result, Staff recommends rejecting all bids received for this solicitation.

Staff will make clarifications to the project scope of work in a subsequent solicitation this month and request new bids to ensure the City receives the best value for this project.

FINANCIAL:

No financial impact associated with this item

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Infrastructure

CITY CONTACT: Case Opperman, PE – Director of Public Works/City Engineer
oppermanc@nactx.us
(936) 559-2515

ATTACHMENTS: 1. Bid Tab

		Cox Jones Nacogdoches, Texas		DSP Development, LLC Apple Springs, Texas	
Item	Quan	Unit	Description	Unit Price	TOTAL
1.	1	LS	Mobilization/Demobilization	\$1,691.00	\$10,178.38
2.	40	EA	Concrete Valley Gutter including high-early-strength admixture	\$7,388.00	\$295,520.00
3.	613	LF	Sawcut, remove and replace existing concrete curb and gutter	\$56.40	\$34,573.20
TOTALS				\$331,784.20	\$562,363.96



PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider ordinance amending Ordinance No. 2015-09-24 appropriating various amounts in accordance with budget adopted for ensuing fiscal year beginning October 1, 2024 and ending September 30, 2025 (Well 11 Rehab) (Director of Public Works).

SUMMARY/BACKGROUND: The City's water well system is integral to providing the south side of the City with drinking water. The City budgets for rehabilitation of one well annually to maintain the system in good working order and Well 11 has been identified by staff as being in need of rehabilitation in the current year. City Council has previously approved \$350,000 for Water Well Rehabilitation in the Capital Improvements Program. Bids were received for this project on December 17, 2024 with Alsay, Inc. as the low bidder in the amount of \$450,210 which exceeds the budgeted amount. Previously, funds had been allocated for design and construction phase services for KSA Engineers and ancillary costs for bid advertisement for a combined cost of \$29,500 in the current budget year. Staff is requesting consideration of a budget amendment in the amount of \$150,000 to fund this construction which would allow for some contingencies for unforeseen change orders during construction. This amount would be from available reserve funds in the Utility Fund.

FINANCIAL:

Item is not budgeted (*Budget Amendment required – see attached*)

Account No.: 30.36 680.97

Account Name: *Water Production - CIP*

Amount: \$ 150,000

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Infrastructure

CITY CONTACT: Case Opperman, PE – Director of Public Works/City Engineer
oppermanc@nactx.us
(936) 559-2515

ATTACHMENTS: 1. BA Ordinance
2. PowerPoint Slide

**AN ORDINANCE AMENDING ORDINANCE NO. 2015-09-24 APPROPRIATING
VARIOUS AMOUNTS IN ACCORDANCE WITH BUDGET ADOPTED FOR THE
ENSUING FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER
30, 2025.**

WHEREAS, the City Council of the City of Nacogdoches, Texas has approved and adopted the budget for said city for the ensuing fiscal year beginning October 1, 2024 and ending September 30, 2025.

WHEREAS, the City's Water Well system is integral to providing the south side of the City with drinking water; and

WHEREAS, the City budgets for rehabilitation of one well annually to maintain the system in good working order; and

WHEREAS, Water Well 11 has been identified by staff as being in need of rehabilitation in the current year; and

WHEREAS, the City Council previously approved \$350,000 for Water Well Rehabilitation in the Capital Improvements Program; and

WHEREAS, previously allocated funds for these improvements in the amount of \$29,500 combined with proposed funding of this project in the amount of \$450,210 and \$20,290 in contingencies which may be needed in the project exceeds the budgeted amount; and

WHEREAS, with the adoption of this ordinance, the City is authorized to utilize available reserve funds in the Utility Fund in the amount of \$150,000; and

WHEREAS, with the adoption of this ordinance, the Public Works Department is authorized to expend funds as needed.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Nacogdoches that sums of money as herein set forth in said budget are hereby appropriated and amended for the payment of capital outlays of the city government of the City of Nacogdoches as follows:

Fund	Dept	Acct.	Department	Description	Amt.
30	36	680.97	Water Production – CIP	Well 11 Rehabilitation	\$ 150,000

PASSED AND APPROVED this the 7th day of January, 2025.

Randy Johnson, Mayor
City of Nacogdoches

ATTEST:

Rhonda Lewis, City Secretary

Approved as to form: _____
Jerry Baker, City Attorney

Approved as to content: _____
Rebecca Elliott, Director of Finance

Budget Amendment Ordinance - Well 11 Rehabilitation

- One Well rehabilitation budgeted annually in CIP - \$350,000
- Well 11 identified by staff as needing rehabilitation in current year
- Bids received on December 17 with low bid of \$450,210
- Previous allocations for KSA Engineers in FY24-25 - \$29,500
- Amendment in the amount of \$150,000 to fund rehabilitation, including contingencies
- Available reserve funds in Utility Fund



PRESENTER: Case Opperman, Director of Public Works

ITEM/SUBJECT: Consider approval of a contract by and between the City of Nacogdoches and Alsay, Inc. for Well 11 Rehabilitation Project in a not-to-exceed amount of \$450,210.00 (Director of Public Works).

SUMMARY/BACKGROUND: The City's water well system utilizes groundwater to supply the south side of the City. The City budgets annually for water well rehabilitation to keep the supply system in good working order. Well 11 has been identified by staff as needing significant rehabilitation in the current year. Work needed to rehabilitate this well includes the replacement of a vertical turbine pump and cleaning of the casing and screens. All pumps have wearable parts and limited life span and the existing pump is in need of replacement. The well screens which allow water into the well are significantly blocked with mineral and sediment deposits. This project will include aggressive brushing of the screens and well casing to remove these deposits. The well will be flushed and disinfected with chlorine before placing it back into service. With the addition of a new pump and interior cleaning, we expect higher output and a more efficient operation.

On December 17, 2024, the City received bids for the Well 11 Rehabilitation Project. Three (3) contractors submitted bids as follows:

<i>Alsay, Inc.</i>	<i>\$ 450,210.00</i>
Weisinger, Inc.	\$ 485,140.00
Smith Pump Company, Inc.	\$ 493,110.00

Alsay, Inc. was found to be the lowest responsible bidder. They are a Houston-based contractor who has not previously worked for the City in the past. Our engineering consultant on this project, KSA Engineers, has reviewed references and project experience submitted by Alsay and they appear qualified to perform this work. It is recommended that the contract for this project be awarded to Alsay, Inc. in the amount of \$450,210.00.

FINANCIAL:

Item is budgeted:

Account No.: 30.36 680.97

Account Name: *Water Production - CIP*

Amount: \$ 500,000

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Infrastructure

CITY CONTACT: Case Opperman, PE – Director of Public Works/City Engineer

oppermanc@nactx.us
(936) 559-2515

- ATTACHMENTS:**
1. Bid Tab
 2. Bid Award Recommendation Letter
 3. Contract Documents
 4. PowerPoint Slide

BID TABULATION

City of Nacogdoches
2024 Well 11 Rehabilitation
KSA Project No. 102390
Bid Date: December 17, 2024

				1 Alsay Inc. 6615 Gant Rd. Houston, TX 77066 210.628.1090		2 Smith Pump Company, Inc. 301 MB Industrial Blvd. Waco, TX 76712 800.299.8909		3 Weisinger Inc. PO Box 909 Willis, TX 77378 936.756.7721	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID									
1.01	Mobilization, Insurance, and Bonding	LS	1	\$27,000.00	\$27,000.00	\$9,400.00	\$9,400.00	\$12,215.00	\$12,215.00
1.02	Site Restoration	LS	1	\$2,500.00	\$2,500.00	\$1,300.00	\$1,300.00	\$800.00	\$800.00
1.03	Vertical Turbine Well Pump	LS	1	\$324,090.00	\$324,090.00	\$416,500.00	\$416,500.00	\$436,705.00	\$436,705.00
1.04	Well Cleaning, Disinfection, and Video Survey	LS	1	\$70,670.00	\$70,670.00	\$16,800.00	\$16,800.00	\$19,620.00	\$19,620.00
1.05	Remove Existing Vertical Turbine Well Pump	LS	1	\$23,950.00	\$23,950.00	\$47,000.00	\$47,000.00	\$14,000.00	\$14,000.00
1.06	Post Removal Video Survey	LS	1	\$2,000.00	\$2,000.00	\$2,110.00	\$2,110.00	\$1,800.00	\$1,800.00
TOTAL BID AMOUNT					\$450,210.00		\$493,110.00		\$485,140.00

Compiled by:

KSA

TBPE Firm Registration No. F-1356


 C. Daniel "Danny" Hays, P.E.
 Project Manager



320 North Street, Ste. 205
Nacogdoches, TX 75961
936.317.3237

December 19, 2024

Mr. Case Opperman, P.E.
City Engineer
City of Nacogdoches
P.O. Box 635030
Nacogdoches, Texas 75961

Via Electronic Mail

**Re: Water Well No. 11 Rehabilitation
Summary of Bid Results**

Dear Mr. Opperman:

Bids on the above referenced project were publicly opened at 2:00 p.m. on December 17, 2024, at Nacogdoches City Hall. A total of three (3) bids were received, publicly read, and reviewed by our office. Any exceptions to the bid requirements or irregularities in the required bid documents have been noted on the official project bid tabulation and further described herein.

As shown in the bid tabulation, the lowest bid received was from Alsay, Inc. of Houston, Texas with a total bid amount of \$450,210.00. Based upon our review of the information submitted, and the list of similar project experience provided Alsay, Inc. appears to be qualified to perform the work required.

Sincerely,

KSA



C. Daniel "Danny" Hays, P.E.
Municipal Team Leader

Enclosure

cc: File: 102390/Correspondence/Client



**BIDDING
and
CONTRACT DOCUMENTS
FOR
CONSTRUCTION SERVICES
FOR
2024 WELL 11 REHABILITATION PROJECT
Bid #: 25-10-101**

**DUE DATE
DECEMBER 17, 2024 @ 2:00 PM**

City of Nacogdoches, Texas
City Hall
202 E. Pilar
Nacogdoches, TX 75961
936-559-2516

www.nactx.us

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INSTRUCTIONS TO BIDDERS

1.0 NOTICE

Sealed bids addressed to the City of Nacogdoches Engineering Office, 202 Pilar St., Suite 239, Nacogdoches, TX 75961, will be received for **Construction Services for 2024 Well 11 Rehabilitation Project** until **2:00 PM, December 17, 2024** after which time all qualified bids will be publicly opened and read aloud at **City Hall Conference Room 203**. Bids received after that time will be returned unopened. No fax or email bids will be accepted.

LOCATION AND DESCRIPTION OF PROJECT

Rehabilitation of City of Nacogdoches Water Well #11 including cleaning of existing well via wire brushing and jetting of fill, installation of new 840 gpm oil-lubricated vertical turbine lineshaft well pump, necessary electrical and controls work to connect pumping equipment to existing electrical system and all other necessary appurtenances.

COPIES OF BIDDING DOCUMENTS

A complete set of Bidding and Contract Documents may be viewed and downloaded free of charge at www.civcastusa.com or on the City website at <https://www.nactx.us/bids.aspx>.

The successful bidder will be required to furnish a Payment Bond and Performance Bond in the amount of the contract. Bidders may not withdraw their Bid Proposal within 60 calendar days of the bid opening date.

Sealed bids shall be clearly marked with the words “Sealed Bid, 2024 Well 11 Rehabilitation Project” and addressed to the City of Nacogdoches. Bids shall be delivered using one of the following methods:

Hand-deliver to:
Engineering Office
202 Pilar Street, Suite 239
Nacogdoches, TX 75961

Mail to:
Attn: Engineering
PO Box 635030
Nacogdoches, Texas 75963

Ship to (FedEx, UPS, DHL, etc.):
Attn: Engineering
202 East Pilar, Suite 239
Nacogdoches, Texas 75961

A Certified Cashier's Check or an acceptable Bid Bond in an amount of not less than five (5) percent of the total amount bid shall accompany each bid proposal.

2.0 DEFINITION OF TERMS

In order to simplify the language throughout this bid, the following definitions and those defined in the Contract Documents shall apply:

BIDDER - A contractor who submits a Bid directly to the City.

BIDDING DOCUMENTS - the Advertisement, Instructions to Bidders, the Proposal, Special Provisions, Technical Specifications and the proposed Contract Documents (including all Addenda issued prior to the receipt of Bids).

CITY – Same as City of Nacogdoches.

CITY COUNCIL – The elected officials of the City of Nacogdoches, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT – An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.

CONTRACTOR – The successful Bidder(s) of this bid request.

CITY – The government of the City of Nacogdoches, Texas.

OWNER – City of Nacogdoches.

SUB-CONTRACTOR – Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this bid request.

SUCCESSFUL BIDDER - the lowest, qualified, responsible and responsive Bidder to whom the City (on the basis of the City's evaluation as hereinafter provided) makes an award.

SUPPLIER – Same as Contractor.

3.0 COPIES OF BIDDING DOCUMENTS

A complete set of Bidding and Contract Documents may be viewed and downloaded free of charge at www.civcastusa.com or on the City website at <https://www.nactx.us/bids.aspx>.

Complete sets of Bidding Documents must be used in preparing Bids; the City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4.0 COMMUNICATION

The Owner's Representative for all communication regarding the Bidding and Contract Documents, including specifications and drawings is:

Case Opperman, PE – Director of Public Works/City Engineer
oppermanc@nactx.us
(936) 559-2515

No oral questions and other interpretations or clarification will be considered official or binding.

5.0 PRE-BID CONFERENCE

A Pre-bid Meeting will not be held for this project.

6.0 GENERAL BID PROVISIONS

- a. The Invitation to Bid as advertised will be considered an inclusion of the specifications and conditions.

- b. Bid proposals will be submitted on the forms provided by Owner. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initiated in ink by the person signing the proposal. Do not use a whiteout or other cover products on mistakes.
- c. Formal advertised bids indicate date and time by which the bids must be received at the designated location. Bids received after that time will be returned unopened to the bidder.
- d. The bidder will note any exceptions to the conditions of this bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.
- e. Bidders may request withdrawal of a posted sealed proposal prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the City of Nacogdoches in writing. Owner reserves the right to reject any and all bids by reason of this request.
- f. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner's employees, unless such clarification of change is provided to bidders in written addendum form from the City of Nacogdoches.
- g. Pursuant to Local Government Code 271.9051, if the bid is less than \$100,000 and the City Council determines that a local bidder whose principal place of business is in the City offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality, the city **may** award the bid to the local bidder whose bid is within 5% of the lowest bid. Otherwise, all bids will be awarded to the lowest responsible bidder. The determination of the lowest responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to perform the contract, previous performance, facilities and equipment, availability of repair parts, qualifications and experience, delivery promise, payment terms, compatibility as required, other costs, and other objectives and accountable factors which are reasonable.
- h. Owner may give an environmental preference to products or services that have a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. This comparison may consider raw materials acquisition, product, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service;
- i. Bidders may be disqualified and rejection of proposals may be recommended to the Owner for any (but not limited to) of the following causes: 1) Failure to use the proposal form furnished by the Owner; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of a certified Cashier's Check or Bid Bond (if required) proposal guarantee; 6) Unauthorized alteration of bid form; 7) Lack of appropriate qualifications and experience relative to the size and scope of the work proposed; 8) Unsatisfactory performance; 9) Failure to complete projects or 10) Loaded or unbalanced bids. Owner reserved the right to waive any minor informality or irregularity.
- j. Whenever in this invitation, any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacture, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed to be followed by the words "or equal." Contractor shall provide exactly such items in his bid as described, unless approved pursuant to Paragraph 12.0 herein.

- k. Samples of items shall be furnished, if requested by the Owner, without charge, and if not destroyed, shall be returned upon request at the bidder's expense.
- l. It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of Owner and any sureties.
- m. Contractor must provide audited financial statements, if requested, to the City.
- n. Prices in the Bid Proposal shall be presented in the format requested (Unit Price, Lump Sum, etc.)
- o. No freight or delivery charges will be accepted unless shown on bid.
- p. Owner is exempt from State Retail Tax and Federal Excise Tax. The price bid must be net, exclusive of taxes.
- q. All bidders will comply with all Federal, State, and local laws relative to conducting business in the City of Nacogdoches. The laws of the State of Texas will govern as to the interpretation, validity, and effect of this bid, its award and any contract entered into.
- r. Advanced disclosures of any information to any particular bidder which gives that particular bidder any advantage over any other interested bidder in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will operate to void all proposals of that particular bid solicitation or request.
- s. Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

7.0 QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of City's request, written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below. Each Bid must contain evidence of the Bidder's qualifications to do business in the State of Texas or covenant to obtain such qualification prior to award of the contract.

In determining a bidder's qualifications, the following factors will be considered:

- A. Work previously completed by the bidder and whether the bidder:
 - a. maintains a permanent place of business;
 - b. has adequate plant and equipment to do the work properly and expeditiously;
 - c. has paid or settled all claims for payment promptly;
 - d. has appropriate technical experience;
 - e. has job references for work of similar size and scope to the project; and
 - f. satisfactory performance and completion of public, or comparable, projects.
- B. The safety record of the Bidder, of the corporation, partnership, or institution represented by the Bidder, or of any one acting for such firm, corporation, or partnership.

Each Bidder may be required to show that he has properly completed similar type work and that no claims are now pending against such work. No bid will be accepted from any bidder who is engaged in any work that would impair his ability to fully execute, perform or finance this work.

The General/Subcontractors Experience Data Sheet following the proposal must be filled out and submitted with the bid for consideration. Failure to include a completed Data Sheet may result in the rejection of the bid.

8.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid to:
- a. examine the Contract Documents thoroughly;
 - b. visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work;
 - c. consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
 - d. study and carefully correlate Bidder's observations with the Contract Documents;
 - e. notify the Owner's Representative of all conflicts, errors or discrepancies in the Contract Documents; and
 - f. visit with local utilities, including cable companies, and other entities that may have underground or above-ground infrastructure in the work area for infrastructure location.
- B. Information and data reflected in the Contract Documents with respect to underground facilities at or contiguous to the site is based upon information and data from the Owner's files for its underground facilities and information and data furnished by owners of other underground facilities. Owner does not assume responsibility for the accuracy or completeness thereof.
- C. Before submitting a Bid each Bidder will be responsible to make or obtain such explorations, at bidders expense and not to be added into cost of bid if accepted (tests and data concerning physical conditions - surface, subsurface and underground facilities - at or contiguous to the site, or otherwise) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- D. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment or disposal of spoil are to be provided by the Contractor. Contractor is responsible for obtaining all permits required for any of the before mentioned purposes prior to beginning work in accordance with the Standard Form Of Agreement, Paragraph 35 Permits and Licenses.
- E. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9.0 INTERPRETATIONS and ADDENDA

All questions about the meaning or intent of the Contract Documents are to be directed to the Owner. Interpretations or clarification considered necessary by the Owner's Representative in response to such questions will be issued by Addenda and mailed or otherwise delivered to all parties recorded by the Owner's Representative as having received the Bidding Documents. Questions received less than 48 hours prior to opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. No oral and other interpretations or clarification will be considered official or binding.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

To properly qualify his bid, each Bidder shall, prior to filing his Bid, check the receipt of all Addenda or letters of clarification issued and acknowledge such receipt on the Proposal Form or on a separate attachment to the bid. Bids without such acknowledgment of all issued Addenda and letters of clarification may cause your bid to be considered non-responsive. Such Addenda and letters of clarification shall become a part of the executed contract and modify the contract documents accordingly.

10.0 BID SECURITY

Bidders must submit with their Bids a Cashier's Check or a Certified Check in the amount of five (5%) percent of the maximum amount of Bid payable without recourse to the City of Nacogdoches, Texas, or a bid bond in the same amount from a surety company holding permit from the State of Texas to act as a surety, as a guarantee that Bidder will enter into a contract and execute bond and guarantee forms within fifteen (15) days after notice of award of contract. Bids without checks, as stated above, or acceptable bid bond may not be considered.

Bid Security shall be in effect from the opening of the Bid and will be retained until a Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. A Bidder may withdraw its Bid at any time until the Agreement is signed. However, it will forfeit its Bid Security in doing so if no material mistake was made in the Bid.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, the Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until 5 days after the Agreement is executed whereupon Bid Security furnished by such Bidders will be returned. Bid Security with Bids which are not competitive will be returned within seven days after the Bid opening.

11.0 CONTRACT TIME

The times for Substantial Completion and Final Completion are set forth in the Special Provisions and will be included in the Agreement. It will be necessary for the Successful Bidder to satisfy the City of the Bidder's ability to achieve Substantial Completion and Final Completion within the times designated in the Special Provisions.

12.0 SUBSTITUTE OR "OR EQUAL" ITEMS

The materials and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless a written request for approval has been submitted by the Bidder and has been received by the Owner's Representative at least five (5) working days prior to the date for receipt of Bids or until after the contract for the work has been signed. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The Owner's Representative's decision of approval or disapproval of a proposed substitution shall be final. If the Owner's Representative approves any proposed substitution before the date for receipt of bids, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

13.0 BID FORM

All blanks on the Bid Form must be completed in ink or by typewriter. Unfilled blanks may result in the bid being disqualified.

Any financial amounts written in words will supersede amounts written by numbers in the Bid Form.

Bids by corporations must be executed in the corporate name by the corporate officer authorized to sign for the corporation, accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and accompanied by evidence of authority to sign. The fiscal address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bid shall contain an acknowledgment of receipt of all Addenda. The numbers and dates of which must be filled in on the Bid Form or on a separate attachment to the Bid.

The address and telephone number(s) for communication regarding the Bid must be shown.

All of the data on the GENERAL/SUBCONTRACTORS EXPERIENCE AND DATA INFORMATION sheet must be completely filled in.

14.0 SUBMISSION OF BIDS

A Bid shall be submitted at the time and place indicated in the Advertisement. It shall be enclosed in an opaque sealed envelope, marked with the project title, name and address of the Bidder. The Bid shall be accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

Each Bidder should, prior to filing his Bid, check the receipt of all Addenda or letters of clarification issued and acknowledge such receipt on the outside of the envelope containing his Bid proposal.

15.0 MODIFICATION AND WITHDRAWAL OF BIDS

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

If prior to the award of the contract by the City Council, any Bidder files a duly signed, written notice with Owner's Representative and promptly thereafter demonstrates to the reasonable satisfaction of Owner's Representative that there was a material mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

16.0 OPENING OF BIDS

Properly prepared Bids will be opened publicly and read aloud. A summary of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids. A tabulation of the Bids which are read will be available upon request as soon as it has been assembled and verified.

Bids received after the specified time of the opening will be returned unopened.

17.0 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance, for 60 days after the date of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

18.0 AWARD OF CONTRACT

Owner reserves the right to reject any and all Bids, to waive any and all informalities and irregularities not involving price, time, or changes in the Work and to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, the Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, time of construction, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of subcontractors, suppliers, and other persons and organizations must be submitted as provided. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed

subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

Pursuant to Local Government Code 271.9051, if the bid is less than \$100,000 and the City Council determines that a local bidder whose principal place of business is in the City offers the City the best combination of contract price and additional economic development opportunities for the City created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality, the city **may** award the bid to the local bidder whose bid is within 5% of the lowest bid.

Otherwise, all bids will be awarded to the lowest responsible bidder. The determination of the lowest responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to perform the contract, previous performance, facilities and equipment, availability of repair parts, qualifications and experience, delivery promise, payment terms, compatibility as required, other costs, and other objectives and accountable factors which are reasonable.

If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within 60 days after the day of the Bid opening.

Bid prices may be compared after adjusting for differences in the time designated in the Bid for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Standard Form of Agreement for liquidated damages indicated for Substantial Completion for each day after the desired date appearing in the City's Standard Form of Agreement, Paragraph 23.

19.0 CONTRACT SECURITY

Paragraph 28 BOND PROVISIONS of the Standard Form of Agreement set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanied by the required performance and payment Bonds.

20.0 SIGNING OF AGREEMENT

The Successful Bidder shall execute the Contract and provide proof of insurance as detailed in the Standard Form of Agreement based on Staff recommendation prior to Council action. Within 15 days of Award, all required Bonds shall be delivered to the Owner. A fully executed contract will be presented to the Successful Bidder.

21.0 PERSONAL INTEREST

Bidders shall comply with all applicable ordinances and with state law pertaining to conflict of interest and required disclosures, including, but not limited to, TEXAS LOCAL GOVERNMENT CODE, Chapter 171.

22.0 DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by the City Council before the contract may be signed; or (2) has a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

For purposes of this section, the following definitions apply:

“Interested party” means a person who has a controlling interest in a business entity with whom the City contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker intermediary, advisor, or attorney for the business entity.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Intermediary," means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

1. Receives compensation from the business entity for the person's participation;
2. Communicates directly with the City on behalf of the business entity regarding the contract; and
3. Is not an employee of the business entity.

The process as implemented by the Texas Ethics Commission (“TEC”) is as follows:

1. The disclosure of interested parties must be performed using the [Texas Ethics Commission’s electronic filing application](#) listing each interested party of which the business entity is aware of Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to the City.
2. The copy of Form 1295 submitted to the City must be notarized and contain the unique certification number from the TEC. The form must be filed with the City pursuant to §2252.908 Texas Government Code, “at the time the business entity submits the signed contract” to the City.

The City, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

CONTRACTOR'S PROPOSAL

**City of Nacogdoches, Texas
Water Well 11 Rehabilitation**

Item No.	Quantity	Unit	Description (with unit price in words)	Unit Price	Total Price
Base Bid					
1.01.	1	LS	Mobilization, Insurance, and Bonding (Reference Section 012200.1.02.A) at twenty seven thousand dollars and zero per lump sum	Dollars Cents \$XXXXXXXXXX	<u>\$27,000.00</u>
1.02.	1	LS	Site Restoration (Reference Section 012200.1.02.B) at two thousand five hundred and zero per lump sum	Dollars Cents \$XXXXXXXXXX	<u>\$2,500.00</u>
1.03.	1	LS	Vertical Turbine Well Pump (Reference Section 012200.1.02.C) at three hundred twenty four thousand ninety and zero per lump sum	Dollars Cents \$XXXXXXXXXX	<u>\$324,090.00</u>
1.04.	1	LS	Well Cleaning, Disinfection, and Video Survey (Reference Section 012200.1.02.D) at seventy thousand six hundred seventy and zero per lump sum	Dollars Cents \$XXXXXXXXXX	<u>\$70,670.00</u>
1.05.	1	LS	Remove Existing Vertical Turbine Well Pump (Reference Section 012200.1.02.E) at twenty three thousand nine hundred fifty and zero per lump sum	Dollars Cents \$XXXXXXXXXX	<u>\$23,950.00</u>
1.06.	1	LS	Post Removal Video Survey (Reference Section 012200.1.02.E) at two thousand and zero per lump sum	Dollars Cents \$XXXXXXXXXX	<u>\$2,000.00</u>
TOTAL BID AMOUNT				\$450,210.00	

Notes:

- 1 To be considered a responsive bid proposal the Bidder shall submit a bid for all schedules and alternates.
- 2 The quantities shown above are estimates only (unless noted as "plans quantity"). The Bidder understands that this is a unit price bid and that payment will be made for those quantities of work constructed and accepted as meeting the Contract requirements.
- 3 The Owner reserves the right to reject any and all bids.

CONTRACTOR DATA SHEET

**GENERAL/SUB-CONTRACTOR'S EXPERIENCE
AND
DATA INFORMATION**

Name of Company: Alsay Incorporated

Company Years in Business: 60

List Municipal Projects
(Similar Projects in Size and Scope Completed in Last Five Years)

Project	Municipality	\$ Amount	Type	Date
Valhalla Water Well #4	City of Wharton	\$281,064	Bid	7/2024
Water Well #5 Rehab	Porter SUD	\$298,796.5	Bid	6/2024
Water Well #2 Rehab	Montgomery Co. UD 4	\$207,915	Negotiated	5/2024
Water Well #7 Rehab	Porter SUD	\$251,288	Negotiated	12/2024
Emergency Pump Replacement	HC MUD 33	\$244,492.50	Negotiated	10/2024

Superintendent & Project Manager Information

Include Superintendent proposed for the project, years of experience as superintendent,
project manager proposed for the project, and years experience as project manager

Superintendent	Years Experience	Projects
Oscar Prieto	28	
Miguel Rivas	29	

Project Manager	Years Experience	Projects
Andy Rowell	7	
Maggie Denena	2	

References: Name 5 projects of similar work, giving owner's name, representative's name, project engineer's name, and telephone numbers for each

1. Valhalla Water Well #4		Quiddity Engineering
City of Wharton		Stephanie Kasper, P.E., 713-353-7290

2. Water Well #5 Rehab		Bleyl Engineering
Porter SUD		Mike Kelley, P.E., 936-442-1506
Chris Wright, 281-432-8091		

3. Water Well #7 Rehab		Bleyl Engineering
Porter SUD		Koy Sanson, P.E., 936-446-8401
Chris Wright, 281-432-8091		

4. Water Well #2 Rehab		Bleyl Engineering
Montgomery Co. UD 4		Carl Rushing, P.E., 936-520-0811

5. Emergency Pump Replacement		Odyssey Engineering
HC MUD 33		Philip Huseman, P.E., 281-306-0240
Paul Villarreal, pvillarreal@wwwmsinc.net		



ALSAYWATER.COM

Project Reference Document

1. City of Houston 2021-2023 Contract
Contact: Jay Patel, Houston Public Works, 832-395-2369
Jersey Village Water Well No. 7 - 6750 Addicks Satsuma Rd., Houston, TX
Well Size 20" x 14" - Depth 1,350' - Capacity 1,100 GPM @ 610' TDH
Remove and inspect pumping equipment. Mechanically & chemically cleaned. Installation of new motor, pump, & column assembly.
Completed: 10/2023
Total Contract Amount: \$2,275,372
2. City of Houston 2023-2024 Contract
Contact: Sandeep Aggarwal, Houston Public Works, 832-395-3858
Park Ten West Well #3 - 4205 Woodland Hill Drive, Houston, TX
Well Size 24" x 18" - Depth 1305' - Capacity 1,600 GPM @ 760' TDH
Remove and inspect pumping equipment. Mechanically & chemically cleaned. Installation of new motor, pump, & column assembly.
Completed: 4/2024
Total Contract Amount: \$1,944,759.80
3. City of Houston 2023-2024 Contract
Contact: Sandeep Aggarwal, Houston Public Works, 832-395-3858
Acres Homes Water Well No. 4 - 2300 Ellington St., Houston, TX
Well Size 24" x 18" - Depth 1,239' - Capacity 1,800 GPM @ 480' TDH
Remove and inspect pumping equipment. Mechanically & chemically cleaned. Installation of new motor, pump, & column assembly.
Completed: 4/2024
Total Contract Amount: \$1,944,759.80
4. City of Wharton Water Well #4 - 120 E. Caney Street, Wharton, TX
Contact: Stephanie Kasper, Quiddity Engineering, 713-353-7290
Well Size 16" x 10" x 6" - Depth 1085' - Capacity 1,000 GPM @ 225' TDH
Mechanically & chemically cleaned. Removed and replaced pumping equipment.
Completed: 07/2024
Base Bid: \$303,547.00
Final Contract Amount: \$281,064.00
5. City of Alvin Water Well #6 - 1050 Heights Loop, Alvin, TX
Contact: Juan Arredondo, Jr., 281-388-4335
Well Size 16" x 10" - Depth 688' - Capacity 1000 GPM @ 370' TDH
Mechanically & chemically cleaned. Removed and replaced pumping equipment.
Completed: 01/2024
Contract Amount: \$137,860.00
6. Porter SUD Water Well #5 - 221 Briar Tree Drive, Porter, TX
Contact: Pat Riley, Bleyl Engineering, 936-441-7833
Well Size 20" x 14" - Depth 765' - Capacity 1,500 GPM @ 419' TDH
Mechanically & chemically cleaned. Removed and replaced pumping equipment.
Completed: 06/2024
Base Bid: \$298,796.50
Contract Amount: \$275,378.75



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7. Fort Bend County 37 Water Well #1 – 2031 Cloverfield Drive, Katy, TX
Contact: Jon Strange, JNC Engineers, LLC, 713-875-2711
Well Size 18" x 14" x 8" – Depth 693' – Capacity 800 GPM @ 420' TDH
Remove & inspect pumping equipment, cut & remove 50' of liner & re-install pumping equipment.
Completed: 04/2024
Base Bid: \$142,727.00
Contract Amount: \$152,732.00
8. Montgomery County UD 4 Water Well #2 – 145 Lakeside Drive, Conroe, TX
Contact: Carl Rushing, Bleyl Engineering, 936-441-7833
Well Size 16" x 10" – Depth 856' – Capacity 1,350 GPM @ 455' TDH
Mechanically & chemically cleaned. Removed and replaced pumping equipment.
Completed: 05/2024
Base Bid: \$79,360.00
Contract Amount: \$207,915.4
9. Harris County Municipal Utility District 33 – 10814 T C Jester Blvd, Houston, TX 77067
Contact: Phillip Huseman, Odessey Engineering Group, 281-306-0240 x 107
Well Size 24" x 18" x 14" – Depth 1034' – Capacity 2,000 GPM @ 540' TDH
Removed existing pumping equipment and successfully "fished" broken pump bowl from bottom of well. Mechanically & chemically cleaned. Replaced pumping equipment.
Estimated Completion: 10/2024
Base Bid: \$183,199.50
Contract Amount: \$244,492.50
10. Panorama Village Water Well #3 – 148 Billandrea Lane, Panorama Village, TX
Contact:
Well Size 16" x 10" – Depth 1,067' – Capacity 950 GPM @ 514' TDH
Mechanically & chemically cleaned. Removed and replaced pumping equipment.
Completed: 05/2024
Contract Amount: \$266,256.70
11. Valero Houston Refinery – 400 Central Street, Houston, TX
Contact: Gus Avendano, Valero, 713-923-3308
Well Size 14" x 8" – Depth 1143' – Capacity 1,200 GPM @ 792' TDH
Remove and inspect pumping equipment. Mechanically & chemically cleaned. Installation of new motor, pump, & column assembly.
Completed: 12/2023
Contract Amount: \$317,115.00
12. Harris County MUD 372 – 11250 Gallant Ridge Ln. Katy, TX
Contact: Crystal Swink, IDS Engineering Group, 832-590-7244
Well Size 14" x 10" – Depth 592' – Capacity 659 GPM @ 426.5' TDH
Mechanically & chemically cleaned. Removed and replaced pumping equipment.
Completed: 4/2024
Contract Amount: \$101,746.00



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13. City of Katy Water Well No. 2 – Katy Hockley Rd., Katy, TX
Contact: David Kasper, ARKK Engineers, 713-254-0091
Well Size 18" x 12" – Capacity 1,350 GPM @ 549' TDH
Mechanically & chemically cleaned. Removed and replaced pumping equipment.
Completed: 2/2024
Contract Amount: \$127,968
14. Sagemeadow Utility District Water Plant No. 1 – 10211 Hughes Road, Houston, TX
Contact: Kameron Pugh, IDS Engineering Group, 713-462-3178
Well Size – Depth – Capacity 1,000 GPM @ 300' TDH
Remove & inspect pumping equipment. Mechanically clean well. Furnish & install new pumping equipment, new pump bowl, and new motor.
Completed: 4/2024
Contract Amount: \$152,978.00
15. San Jacinto River Authority Well No. 5 – 6140 Shadow Bend Place, The Woodlands, TX
Contact: James Franco, 936-828-3784
Well Size 16" x 10" – Depth 1,620' – Capacity 1,500 GPM @ 660' TDH
Mechanically & chemically cleaned. Removed and replaced pumping equipment.
Completed: 9/2024
Contract Amount: \$928,273.10
16. San Jacinto River Authority Well No. 11 – 10701 Gosling Rd., The Woodlands, TX
Contact: James Franco, 936-828-3784
Well Size 20" x 14" – Depth 1,014' – Capacity
Mechanically & chemically cleaned. Removed and replaced pumping equipment.
Completed: 10/2024
Contract Amount: \$928,273.10
17. San Jacinto River Authority Well No. 32 – 7508 Gosling Rd., The Woodlands, TX
Contact: James Franco, 936-828-3784
Well Size 24" x 18" – Depth 940' – Capacity 800 GPM @ 610' TDH
Mechanically & chemically cleaned. Removed and replaced pumping equipment.
Completed: 10/2024
Contract Amount: \$928,273.10
18. Porter SUD Water Well #7 – 22916 Andrew Ln., Porter, TX
Contact: Mike Kelley, Bleyl Engineering, 936-441-7833
Well Size TBD – Depth TBD – Capacity 2,000 GPM @ 373' TDH
Rehabilitation scheduled. Installed rental pumping equipment. Installed new motor. New column assembly and pump bowl ordered and ready to install.
Estimated Completion: 12/2024
Contract Amount: \$251,288.00
19. Newport Municipal Utility District WP2 WW1 – 16735 Port O Call St. Crosby, TX
Contact: Abigail Stanhouse, LANN Inc., 713-821-0233
Well Size 16" x 10" – Depth 964' – Capacity TBD
Mechanically clean & chemically clean well. Install temporary pumping equipment before furnishing & installing new pumping equipment.
Estimated completion: 12/2024
Contract Amount: \$57,050.00



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20. Shasla Public Utility District – 22200 Meadowrock Drive, Spring TX
Contact: Gary Coessler, BGE Inc., 281-558-8700
Well Size 16" x 12" – Depth 792' – Capacity 350 GPM @ 525' TDH
Pull & Inspect Pumping Equipment. Mechanical & chemical rehabilitation. Furnish & install
new pumping equipment and new pump bowl.
Completed: 5/2024
Base Bid: \$277,238.40
Contract Amount: \$209,981.80



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Qualification Statement – Well Pumps and Service

Name of Contractor: Alsay Incorporated

Main Office: 6615 Gant Road, Houston, TX 77066

Phone: 281-444-6960

Other Offices: 3359 Southeast Loop 410, San Antonio, TX 78222

Phone: 210-628-1090

Federal Tax I.D. #: 76-0632552

State of Incorporation: Delaware

Status: Texas Resident Bidder

Number of years in business: 60

Number of years servicing Texas: 44

Specializing in Drilling & Servicing Water Wells, Installing Pumps, Booster Pumps

President: Joe Slavik – 30 years experience

General Manager – Operations: Stuart Natareno – 8 years experience

Service General Manager: Andy Rowell – 7 years experience

Pumps Project Manager: Maggie Denena – 1 year experience

Drilling Project Manager: Hector Barragan – 2 years experience

Supervisory Experience:

San Antonio: Jose Mejorado, Operations Manager – 10 years experience
Texas Pump Installer License #60329 KPT

Jeff Tschirhart, Sales & Service – 12 years experience
Texas Pump Installer License #590560 KPT

Stuart Frassmann – 11 years experience
Texas Water Driller's License #59635 WKP



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Drilling: Jerry Gomez, Houston Drilling Superintendent – 18 years experience
Texas Water Driller's License #61334 W

Peter Vaurigaud – 19 years experience
Texas Water Driller's License #57778

Britt Rollie – 32 years experience
Texas Water Driller's License #4992

Del Shockley, Houston Logistics Manager – 36 years experience
Texas Water Driller's License #56049W

Pump: Oscar Prieto, Pump Service Superintendent – 28 years experience
Texas Water Well Pump Installer License #58430 T

Rick Martindale, Service Advisor – 30 plus years experience
Texas Water Well Driller & Pump Installer License. #4417 KPT

Miguel Rivas, Houston Pumps Toolpusher (Field Supervisor) – 29 years experience
Texas Pump Installer License # 58457 KT

Equipment Available for Contract:

- (12) Work-Over Rigs 50,000 lb. to 150,000 lb. capacity
- (6) Drilling Rigs 120,000 lb. to 200,000 lb. capacity
- Service Trucks, Welders, Dozers, Air Compressors, Test Pumps, Boom Trucks, Mud Pumps, Generators, Mud Systems and other Support Equipment
- Fully equipped machine shop, maintenance shop, warehouse, lathes, drill presses, bucking machines, grinders, band saw, sand blasters, welding equipment, and overhead cranes
- Onsite welders, painters, machinists, and mechanics

Manpower Available for Contract

- 9 Pump Rig Operators
- 6 Drillers
- 35 Roughnecks & First Hands
- 4 Boom Truck Operators/Drivers
- 3 Technicians
- 4 Mechanics
- 3 Welders
- Office support & administrative personnel

Well Experience: Various sizes and depths of wells all over Texas and the entire Gulf Coast Region. (See Attached)



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- **Test Pump Package #1** V16 Detroit 625HP Engine, Right Angle Drive, Discharge Head 1700'x10"x3.5"x2-3/16", 3500GPM @ 780'TDH Pump Bowl
- **Test Pump Package #2** Detroit Series 60 575HP Engine, Right Angle Drive, Discharge Head 1500'x10"x3.5"x2-3/16", 3000GPM @ 700'TDH Pump Bowl
- **Test Pump Package #3** Detroit Series 60 525HP Engine, Right Angle Drive, Discharge Head 1500'x10"x3"x1-15/16", 2500GPM @ 500'TDH Pump Bowl
- **Test Pump Package #4** John Deere engine, Right Angle Drive, Discharge Head
- **Test Pump Package #5** CAT 3508 engine, Right Angle Drive, Discharge Head
- Large selection of rental pumps and motors

Service Trucks, Welders, Dozers, Air Compressors, Test Pumps, Boom Trucks, Mud Pumps, Generators, Mud Systems and other Support Equipment.

Fully equipped machine shop, maintenance shop and warehouse, including lathes, drill presses, bucking machine, grinders, band saw, welders, paint shop, sand blaster, oxygen/acetylene torches, overhead cranes and mechanics bays.

Field Manpower Available for Contract

8 Drillers, 10 Pump Rig Operators, 60 Roughnecks and First Hands, 5 Boom Truck Operators/Drivers, 3 Technicians, 7 Mechanics, 4 Welders.

Federal Tax I.D. No.: 76-0632552

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Alsay Incorporated
6615 Gant Road
Houston, TX 77066

SURETY:

(Name, legal status and principal place of business)

Employers Mutual Casualty Company
P.O. Box 712
Des Moines, IA 50306-0712
Mailing Address for Notices
P.O. Box 712
Des Moines, IA 50306-0712

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Nacogdoches
202 East Pilar Street
Nacogdoches, TX 75961

BOND AMOUNT:

5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Construction Services for 2024 Well 11 Rehabilitation Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of December, 2024.

Magee Renana
(Witness)

Jenny Snell
(Witness) Jenny Snell

Alsay Incorporated
(Principal) _____ (Seal)

By: Joe Slavik
(Title) Joe Slavik, President

Employers Mutual Casualty Company
(Surety) _____ (Seal)

By: Angela Y. Buckner
(Title) Angela Y. Buckner Attorney-in-Fact

Surety Phone No.: 515-280-2511

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Angela Y. Buckner

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond
Principal : Alsay Incorporated
Obligee : City of Nacogdoches

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

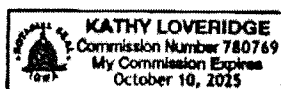
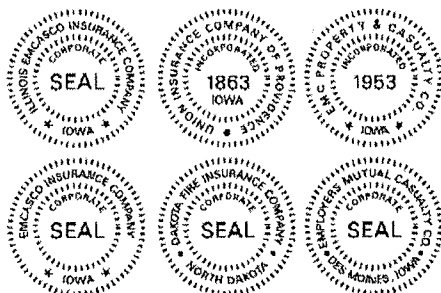
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19th day of September, 2022.

Seals



Scott R. Jean
Scott R. Jean, President & CEO
of Company 1/Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 19th day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 19th day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 17th day of December, 2024.

Ryan J. Springer
Vice President

CERTIFICATION OF BID

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, and that the contents of this bid have not been communicated to any other Bidder prior to the official opening of this bid. To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Bidder certifies that it: i) does not boycott Israel; and ii) will not boycott Israel during the term of the Agreement. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By: Joe Slavik Title: President

Typed Name: Joe Slavik Company Name: Alsay Incorporated

Phone No: 281-444-6960 Fax No: 281-444-7081

Email: joe.slavik@alsaywater.com

Bid Address: 6615 Gant Rd. Houston, TX 77066
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No: 76-0632552

DUNS No: _____

Date: 12/16/24

CONDITIONS OF AGREEMENT

CONDITIONS OF AGREEMENT

CONTRACT DOCUMENTS

STANDARD SPECIFICATIONS FOR CONSTRUCTION--CITY OF NACOGDOCHES

FACILITIES: All building construction and related installations shall conform to the City's latest adopted editions of the International Building Code, National Electric Code, and the Uniform Plumbing Code and the Nacogdoches Standards for the Design and Construction of Public Improvements. All other City of Nacogdoches codes and ordinances shall also apply.

CIVIL CONSTRUCTION: These specifications shall be used in conjunction with the City of Nacogdoches' Standard Specifications of Water and Sewer Construction and Street Construction and is hereby incorporated by reference. All City of Nacogdoches codes and ordinances shall apply.

Any discrepancies between the City standards and these specifications shall be clarified per the instructions in Paragraph 9.0, "INTERPRETATIONS AND ADDENDA" in the instructions to Bidders.

GENERAL CONDITIONS OF AGREEMENT

The Standard Form of Agreement between Owner and Contractor shall be governing conditions of this contract.

SPECIAL PROVISIONS OF AGREEMENT

- A. **MEASUREMENTS:** All work not specifically set forth as a pay item in the Proposal shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the various unit prices listed in the Proposal.
- B. **QUANTITIES:** Where unit quantities are shown on each bid item of the Proposal, they shall be construed to represent approximate quantities of Work to be completed. Final quantities will be determined by measurement on the site of the completed Work. Work performed outside of specified limits will not be included in final measurement. Bidders are hereby notified that no incidental items of the Work will be paid for unless it is listed in the Proposal form as a pay item.
- C. **EXPLOSION, COLLAPSE AND UNDERGROUND HAZARDS (XCU):** Contracts where trenching depths exceed twelve (12) feet shall require additional coverage for the following General Liability hazards:

Explosion
Collapse

Applies to blasting operations
Applies to excavation and grading work adjacent to structure

Underground

Applies to excavation, burrowing, trenching, tunneling, etc. For example, severing an electrical line during excavation operations.

An additional premium may be assessed by contractor's insurance provider. Successful contractor is responsible for assessing depth based on plans and specifications contained herein.

- D. **TRAFFIC CONTROL:** When work is performed in or immediately adjacent to a public street right-of-way, the Contractor shall submit to the City Engineer a traffic control plan for each public right-of-way he enters prior to the pre-construction meeting. This plan shall be in conformance to the Texas Manual on Uniform Traffic Control Devices. Once reviewed, the plans will be returned to the Contractor with comments.

Approved Traffic Control Plans shall be in the possession of the contractor on site during all work within the designated right of way.

- E. **MATERIAL STAGING:** Contractor is responsible for identifying and securing a suitable site for the storage of materials and other construction related items unless such a site is specifically identified in the plans.
- F. **PERMITS:** Contractor will be required to get permits pursuant to contract documents; however, the city will waive the fees.
- G. **STORM WATER PERMIT:** For construction areas disturbing more than one (1) acre of land, Contractor shall provide a Storm Water Pollution Prevention Plan and all related inspections, rain gages, signage, subsidiary to the contract.
- H. **SURVEY:** The Owner will provide a one-time survey staking of key construction points, bench marks, horizontal controls, building corners, or utility appurtenances as deemed necessary by the City Engineer. Additional construction staking, or replacement staking, will be at the contractor's expense.
- I. **CONTRACTOR PARKING and BATHROOMS:** Unless noted otherwise in the bid documents and plans, the installation of temporary bathroom facilities on the site will not be allowed. Parking for construction related vehicles, worker vehicles, and other equipment may be limited at the construction site. The Contractor should anticipate the need to provide an off-site parking subsidiary to the bid price in the contract.
- J. **FIELD OFFICES:** The Contractor will not be required to maintain a field office at the construction site. In the event that the Contractor wishes to have a temporary project office, approval will be required by the Owner. The cost for the installation of all utilities will be paid by the Contractor.
- K. **DRAINAGE AND EROSION CONTROLS:** The contractor will be responsible for designing, installing and maintaining interim drainage and erosion controls for the construction site.

Surface drainage channels, culverts, or other features will be maintained by the contractor in such a way to minimize the impacts from storm water to offsite properties.

- L. CONTRACT FORMS, BONDS AND CERTIFICATES: The Standard Form of Agreement bond forms listed below will be made a part of the executed contract documents and are made a part of these specifications:

CITY OF NACOGDOCHES STANDARD FORM OF AGREEMENT BETWEEN THE
OWNER AND THE CONTRACTOR

PERFORMANCE BOND

PAYMENT BOND

These forms are not to be filled in by the bidder at the time of submitting his proposal.

STANDARD FORM OF AGREEMENT FOR CONSTRUCTION

CITY OF NACOGDOCHES CONSTRUCTION AGREEMENT

This Agreement is entered into by and between the **City of Nacogdoches**, a Texas home-rule municipal corporation (the "City") and **Alsay, Inc.**, a limited liability corporation (the "Contractor"), for **Construction Services for 2024 Well 11 Rehabilitation Project** located in Nacogdoches, Texas (the "Project").

1. DEFINITIONS

1.01. Calendar Day. A "calendar day" is any day of the week or month, no days being excepted.

1.02. City. Whenever the word "City" is used, it shall mean and be understood as referring to the City of Nacogdoches, Texas.

1.03. City's Representative. Whenever the words "City's Representative" or "Representative" are used, it shall mean and be understood as referring to the City Manager or his delegate, who shall act as City's agent. The City's Representative may inspect and issue instructions but shall not directly supervise the Contractor.

1.04. Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices times the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City.

1.05. Contract Documents. The term "Contract Documents" shall mean those documents listed in Paragraph 2.01.

1.06. Contractor. Whenever the word "Contractor" is used, it shall mean the person(s), partnership, or corporation who has agreed to perform the work embraced in this Agreement and the other Contract Documents.

1.07. Extra Work. The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing **prior** to the work being done by the Contractor.

1.08. Final Completion. The term "Final Completion" shall mean that all the work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

1.09. Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

1.10. Nonconforming work. The term "nonconforming work" shall mean work or any part thereof that is rejected by City's Representative as not conforming with the Contract Documents.

1.11. Parties. The "parties" are the City and the Contractor.

1.12. Project. The term "Project" shall mean and include all that is required to obtain a final product that is acceptable to the City. The term "work" shall have like meaning.

1.13. Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

1.14. Substantially Completed. The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

1.15. Work. The term "work" as used in this Agreement shall mean and include all that is required herein to obtain a final product that is acceptable to the City. The term "Project" shall have like meaning. This Project includes the following: **Construction Services for 2024 Well 11 Rehabilitation Project** located in Nacogdoches, Texas.

1.16. Working Day. A "working day" means any day not including Saturdays, Sundays, or legal holidays.

2. CONTRACT DOCUMENTS

2.01. The Contract Documents and their priority shall be as follows:

- 2.01.01. This signed Agreement
- 2.01.02. Addendum to this Agreement
- 2.01.03. General Conditions
- 2.01.04. Special Conditions
- 2.01.05. Technical specifications
- 2.01.06. Drawings
- 2.01.07. Instructions to Bidders and any other notices to Bidders or Contractor
- 2.01.08. Performance bond, Payment bonds, Bid bonds and Special bonds
- 2.01.09. Contractor's Proposal

2.02. Where applicable, the Contractor will be furnished three (3) sets of plans, drawings, specifications, and related Contract Documents for its use during construction. Plans and specifications provided for use during construction shall be furnished directly to the Contractor only.

2.03. The Contractor shall distribute copies of the plans and specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the plans and specifications accessible at the work

site with the latest revisions noted thereon. For proper execution of the work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

2.04. All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the plans and specifications and “as built” drawings, are to be returned to the City on request at the completion of the work. All Contract Documents, models, mockups, or other representations are the property of the City. In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City’s interpretation. The terms and conditions of this Clause 2.04, however, shall not relieve the Contractor of any of the obligations set forth in Paragraphs 8.01. and 8.02.

3. AWARD OF CONTRACT

3.01. Upon the award of the contract by the City Council, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

3.02. **Time is of the essence in this Agreement.** Accordingly, the Contractor shall be prepared to perform the work in the most expedient and efficient possible manner in order to complete the work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the notice to proceed. The notice to proceed may be given by oral notification or set by City's Representative at the post-contract award conference. **The notice to proceed may not be given, nor may any work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under Paragraphs 27 and 28 (Insurance & Bonds).**

3.03. **Contract Amount.** Except in the event of a duly authorized change order approved by the City as provided in this Contract, and in consideration of the Contractor’s final completion of all work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **Four Hundred Fifty Thousand Two Hundred Ten and 00/100 Dollars (\$ 450,210.00).**

4. CITY'S REPRESENTATIVE

4.01. The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

4.02. The City's Representative may periodically review and inspect the work of the Contractor.

4.03. The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the work performed under this Agreement and ensure that said work is performed in accordance with the plans and specifications.

4.04. The Contractor shall regard and obey the directions and instructions of City's Representative, any subordinate supervisors or inspectors appointed by the City provided such directions and instructions are consistent with the obligations of this Agreement.

4.05. Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

5. INDEPENDENT CONTRACTOR

5.01. In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. Except for materials furnished by the City, the Contractor shall supply all materials, equipment and labor required for the execution of the work on the Project. The Contractor shall have ultimate control over the execution of the work under this Agreement. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors except to the limited extent provided for in this Agreement.

5.02. The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project during the progress of the work a competent Project Manager and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

5.03. Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the work by the Contractor. It shall be the responsibility of the Contractor to furnish a completed work product that meets the requirements of the City. Any additional work, material, or equipment needed to meet the intent of this specification shall be supplied by the Contractor **without** claim for additional payment, even though not specifically mentioned herein.

5.04. Any injury or damage to the Contractor or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Contractor.

6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the work are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the work and shall not again be re-employed on the site or the Project without City's Representative's written permission.

7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

8. NATURE OF THE WORK

8.01. It is understood and agreed that the Contractor has, by careful examination, studied and compared the various Drawings and other Contract Documents, satisfied itself as to the nature and location of the work, the conditions of the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the work, the time needed to complete the work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any work on the Project that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

8.02. Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

8.03. If the Contractor fails to perform the obligations of Paragraphs 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

9. POST-AGREEMENT AWARD MEETINGS

9.01. Prior to the commencement of the work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

- (a) Schedules of work contemplated, including the starting and ending date, as well as an indication of the completion of stages of work hereunder.
- (b) The names and addresses of all proposed subcontractors in writing.
- (c) Schedules of the starting and ending dates of subcontractors and the scope of work contemplated for subcontractors.
- (d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.
- (e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof.
- (f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

9.02. The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

10. PROGRESS OF WORK

10.01. Unless otherwise specifically provided, the Contractor shall prosecute its work at such time and sessions, in such order of precedence, and in such manner as shall be most conducive to the economy of the Project; provided, however, that the order and time of prosecution shall be such that the Project shall be Substantially Completed in accordance with this Agreement, the plans and specifications, and within the time of completion designated in the schedules agreed upon by the parties.

10.02. Further, the parties shall be subject to the following:

- (a) The Contractor shall submit a progress schedule and payment schedule of the work contemplated by this Agreement at the initial post-agreement award meeting and subsequent meetings.
- (b) City's Representative shall be entitled to make objections to the Contractor's schedule submitted herein. The Contractor shall promptly resubmit a revised schedule to City's Representative.
- (c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.
- (d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list 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 the estimated dates of completion of the several parts.

(e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

(f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that conflicts will be avoided and the various work being done by and for the City shall be coordinated.

(g) In the event that it is determined by the City that the progress of the work is not in accordance with the approved progress and payment schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

10.03. The process of approving Contractor's schedules and updates to Contractor's schedules shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Contractor's schedules. Approval of a contractor's schedules does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a Claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedules and shall promptly advise the City of any delays or potential delays. In the event any schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

10.04. **Work Stoppage.** If in the judgment of either the City or City's Representative any of the work or materials furnished is not in strict accordance with this Agreement or any portion of the work is being performed so as to create a hazardous condition, they may, in their sole discretion, order the work of the Contractor or any sub contractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

11.01. Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02. The Contractor shall be responsible for all power, light, and water required to perform the work.

11.03. Throughout the progress of the work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

11.04. **Layout of Work.** Except as specifically provided herein, the Contractor shall lay out all work in a manner acceptable to City's Representative in accordance with applicable City of Nacogdoches codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all work in accordance with the plans and specifications.

11.05. **Lines and Grades.** All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

11.06. **Contractor's Structures.** The building or locating of structures for housing men or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

11.07. The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

11.08. City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. Although Contractor should anticipate some delays and interference to its sequence of Work because of work by other contractors and utilities, and will not be entitled to either an extension of time or additional compensation because of them, in the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.09. When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any

separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work at the Project site be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

12. MATERIALS

12.01. Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02. All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

12.03. Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

- (a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.
- (b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.
- (c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

(d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.

(e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

12.04. **Materials and supplies shall be new and of good quality.** Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

12.05. Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

13. ENTRY, OBSERVATION, TESTING & POSSESSION

13.01. The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

13.02. The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the work will be ready for observation.

13.03. The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the plans, specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if the work is in accordance with the plans, specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

13.04. City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement. Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

14. REJECTED WORK

14.01. All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02. If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

- (a) The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.
- (b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

15. SUBCONTRACTING & SUBCONTRACTORS

15.01. The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

15.02. Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

16. PAYMENT

16.01. The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Contract. The Contractor shall issue exemption certificates to its suppliers and Subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

16.02. Progress Payment Applications. The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by the City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require. This schedule, unless objected to by the City, shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or modification, a statement showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the *preceding* month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the work.

16.03. Progress Payments. On or before the **30th** calendar day following the City's receipt of a progress payment application made in conformity with Paragraph 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

16.04. Retainage. From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than \$400,000.00, and five percent (5%), where the full contract amount is \$400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

16.05. If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06. Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

16.07. The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

16.08. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

16.09. Unless otherwise provided in the Contract Documents:

- (a) allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances;
- (c) whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Paragraph 16.9(a) and (2) changes in the Contractor's costs under Paragraph 16.9(b).

16.10. **Suspension of Payments.** The City, at any time, may suspend monthly progress payments on the work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

16.11. **Withhold Funds.** Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Paragraph 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

- (a) Defective work.
- (b) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.
- (c) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.
- (d) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.
- (e) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.
- (f) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.
- (g) City's determination of an amount of liquidated damages.
- (h) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.
- (i) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

16.12. The Parties agree that the City or the state auditor, if state funds are used to fund this contract, may conduct an audit or investigation of any entity receiving funds from the City directly or indirectly through a subcontract under the contract. The acceptance of funds under the contract or subcontract acts as acceptance of the authority of the City or the state auditor to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the City or the state auditor with access to any information the City or the auditor considers relevant to the investigation.

17. EXTRA WORK CHARGES

17.01. No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

17.02. For "Extra Work", as defined in Paragraph 1.07 and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original contract price may not be increased by more than ***twenty-five percent (25%)***. Written change orders that do not exceed ***twenty-five percent (25%)*** of the original contract amount may be made or approved by the City Manager or his delegate if the change order is less than ***Fifty Thousand Dollars (\$50,000.00)***. Changes in excess of ***Fifty Thousand Dollars (\$50,000.00)*** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non included cost.

17.03. The Contractor shall complete all work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the work shall not excuse the Contractor from performing all the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the work and the Contractor shall assume and pay the costs of the performance of the work as contracted.

(a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

(b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

(c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

(d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work 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 is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost of the work.

(e) **Method A - Unit Prices.** The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

(1) The cost of materials shall be determined by the invoices;

(2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

(f) **Method B - Lump Sum.** The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

(g) **Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, worker's compensation, and all other insurance as may be required by law or ordinances or required and agreed to by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

(1) No indirect or consequential damages will be allowed.

(2) All costs must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned

manloading to actual manloading, or any other analysis that is used to show damages indirectly.

- (3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- (4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION

18.01. The date of beginning, the time for Substantial Completion and Final Completion of work as specified in this Agreement are of the essence in this Agreement.

18.02. The work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed will be given in written form or set by the City's Representative at the post-award conference.

18.03. The work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative. The Contractor has bid **120 calendar days** for the time within which it shall reach Substantial Completion of the Project.

18.04. The work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

19. SUBSTANTIAL COMPLETION

19.01. The Contractor shall notify City's Representative when, in the Contractor's opinion, the contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the work has been Substantially Completed, City's Representative shall inspect the work for the preparation of a final punch list.

(a) If City's Representative and the City find that the work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the work. City's Representative shall not be required to provide a list of unfinished work.

(b) If the City Representative and City find that the work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

19.02. The Substantial Completion of the work shall not excuse the Contractor from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents.

20. FINAL COMPLETION

20.01. Contractor shall notify the City's Representative when it believes that the work has reached Final Completion as defined in Paragraph 1.08. If the City's Representative and the City accept and deems such work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

20.02. The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03. Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any defects and pay for any damage to other work which may appear after final acceptance of the work.

21. DELAYS

21.01. The Contractor, in undertaking to complete the work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02. The City may, in its sole discretion, delay the work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Paragraph 22 to offset for such stoppage of the work.

21.03. In the event of delays resulting from changes ordered in the work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental expenses resulting from increased storage costs or other costs necessary to protect the value of the work. In no event shall any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

22. EXTENSIONS OF TIME

The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the work has been delayed by one or more of the following:

- (1) an act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;
- (2) by changes ordered in the work, or reductions thereto approved in writing;

- (3) by "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the Texas A&M University weather service; or
- (4) by other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's proposal or decision to bid.

If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

23. LIQUIDATED DAMAGES

23.01. The time for the Substantial and Final Completion of the work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02. As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Paragraph 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Contractor's total compensation the sum of **Five Hundred and no/100 DOLLARS (\$500.00)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

24.01. The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

24.02. The Contractor shall take the necessary precautions to protect any areas adjacent to its work.

24.03. The work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

25. WARRANTY

25.01. Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (1) year as follows:

The Contractor warrants that all labor and materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative and that all work will be of good quality, free from faults and defects, and in conformance with this Agreement, the other Contract Documents, and recognized industry standards.

25.02. All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

25.03. This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

25.04. Where more than a one (1) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

25.05. This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

25.06. **Defective Work Discovered During Warranty Period.** If any of the work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Agreement within one (1) year after the date of the issuance of a certificate of Final Completion of the Work or a designated portion of the Work, whichever is longer, or within one (1) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly correct the defective work at no cost to the City.

25.07. After receipt of written notice from the City to begin corrective work, the Contractor shall promptly begin the corrective work. The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

25.08. If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

25.09. The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

25.10. The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (1) year after the installation or completion. The one (1) year warranty shall cover all work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the work.

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

26.01. **Wage Rates.** Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

26.02. **Statutory Penalty.** Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Paragraph 26.01, the Contractor or subcontractor as the case may be shall pay the City **Sixty Dollars (\$60.00)** for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

26.03. The Contractor and each subcontractor shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

26.04. No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

26.05. **Payment of Subcontractors.** The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

26.06. **Affidavit of Bills Paid.** Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit, attached as Exhibit E, stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

27. INSURANCE

27.01. The Contractor 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 Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth in Exhibit B.

28. BOND PROVISIONS

28.01. Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds \$50,000, and a performance bond is required if the Contract Amount exceeds \$100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Article 7.19-1 of the Texas Insurance Code, all other applicable law, and the following:

- (a) The Contractor shall execute performance and payment bonds for the full Contract Amount.
- (b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.
- (c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit C, together with valid original powers of attorney, **at the time of execution of this Agreement and prior** to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit C**.
- (d) The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the work and shall be extended for any warranty work to cover the warranty period.
- (e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

28.02. The Contractor may make such changes and alterations as the City may require in the work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate 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, in accordance with the provisions of Article 17.

29. SURETY

29.01. If the Contractor has abandoned the Project or the City has terminated the contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the work

in compliance with this Agreement, then the City at its option may provide for completion of the work in either of the following manners:

29.01.01. The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to said the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

29.01.02. The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Paragraph 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02. Should the cost to complete the work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated 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 at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

29.03. In the event the account shows that the cost to complete the work is less than that which would have been the cost to City had the work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the site of the work shall be turned over to the Contractor.

30. COMPLIANCE WITH LAW

30.01. The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

30.02. The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

30.03. The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

30.04 The Immigration Reform and Control Act (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA;

30.05 In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of this contract it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state;

31. SAFETY PRECAUTIONS

31.01. All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the Nacogdoches Fire Department marked "Attn.: Assistant Chief".

31.02. The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary.

31.03. The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

31.04. Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in Paragraph 31.07, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as hereafter defined at Paragraph 31.07). **In the event Contractor engages in any of the activities prohibited in this Paragraph 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this Paragraph 31.04.**

31.05. In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon

encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

31.06. City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

31.07. For purposes of this Agreement, the term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which are defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws"). It is the Contractor's responsibility to comply with this Paragraph 31.07 based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

32.01 The Contractor must comply with the requirements of Tex. Health & Safety Code Ann. §756.022-023 (Vernon 1992), as amended, and the requirements of 29 C.F.R., Sections 1926.650 through 1926.653 inclusive, "Excavation, Trenching and Shoring," of the Occupational Safety and Health Administration Standards, as amended.

32.02 The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

32.03 Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

32.04 The Contractor must provide the City the name of the "competent person" required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure

that the systems comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

32.05 If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

33. INDEMNITY

33.01. CONTRACTOR SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND OR/OR DESIGNEES FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY, SUITS OR CAUSES OF ACTION, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS CONTRACT. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

33.02 The defense of any claim shall be coordinated by Contractor with the City Attorney of the City of Nacogdoches, Texas when the City is named Defendant in any lawsuit and Contractor may not agree to any settlement without first obtaining the concurrence from the City Attorney. The Parties agree to furnish timely written notice to each other of any such claim.

33.03. The indemnifications contained in paragraphs 33.01 shall include but not be limited to the following specific instances:

(a) In the event the City is damaged due to the act, omission, mistake, fault or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the City for such damage.

(b) The Contractor shall indemnify and hold harmless and defend the City from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.

(c) The Contractor shall indemnify and hold harmless and defend the City from any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.

(d) The Contractor shall be responsible for any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.

- (e) The Contractor shall also be responsible for the removal of all related debris.
- (f) The Contractor shall also be responsible for subcontractors hired by it.
- (g) The Contractor shall indemnify, hold harmless, and defend the City from any liability caused by the Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

33.04. The indemnification obligations of the Contractor under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

33.05. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 33.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

34. RELEASE

The Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City.

35. PERMITS AND LICENSES

The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

36. ROYALTIES AND LICENSING FEES

The Contractor shall pay all royalties and licensing fees. The Contractor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of patents, materials and methods used in the Project. It shall defend all suits or claims for infringement of any patent rights. Further, if the Contractor has reason to believe that the design, service, process, or product specified is an infringement of a patent, it shall promptly give such information to City's Representative.

37. BREACH OF CONTRACT & DAMAGES

37.01. The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

37.02. Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

- (a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or
- (b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or
- (c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety at any time for any of the following:

38.01. If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or

38.02. If a receiver, trustee, or liquidator of any of the property or income of the Contractor shall be appointed; or

38.03. If the Contractor shall fail to prosecute the work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

38.04. If the Contractor shall fail to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

38.05. If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

38.06. If the Contractor abandons the Work.

38.07. If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

39.01. The performance of the work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective.

39.02 In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

40. RIGHT TO COMPLETE

If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

41. CLOSE OUT

41.01. After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

- (a) Stop the work on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the work as is not terminated;

(c) Terminate all orders and subcontracts to the extent that they relate to the performance of the work terminated by the notice of termination;

(d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts;

(f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

42. TERMINATION CONVERSION

Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Paragraph 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 39.

43. HIRING

During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

44. ASSIGNMENT

This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the City.

45. EFFECTIVE DATE

The effective date of this contract shall be the date of award of the contract.

46. OTHER TERMS

46.01. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to

replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

46.02. **Written Notice.** Unless otherwise specified, 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 any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

46.03. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

46.04. **Amendment.** No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

46.05. **Mediation.** After receipt of a Notice of Claim, the City may elect to refer the matter to the Architect, City's Representative or another party for review. Contractor will attend meetings called to review and discuss the Claims and mitigation of the problem, and shall furnish any reasonable factual backup for the Claim requested. The City may also elect to defer consideration of the Claim until the Work is completed, in which case the same review options shall be available to the City at the completion of the Work. At any stage, the City, at its sole discretion, is entitled to refer a Claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a Claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under City's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in Nacogdoches, Texas.

46.06. **Arbitration.** In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

46.07. **Choice of Law and Place of Performance.** This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Nacogdoches County, Texas, United States of America.

46.08. **Authority to do business.** The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this contract.

46.09. **Authority to Contract.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

46.10. Contractor Affirmations: If this contract is funded in whole or in part by money from the State of Texas, State law requires the following certifications, representations and/or warranties. Regardless of funding by the State, by signature hereon affixed, the Contractor hereby certifies that:

- (a) Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract
- (b) Contractor represents and warrants that it has no actual or potential conflicts of interest in the goods and or services described in the scope of work to this contract.
- (c) **Antitrust.** Pursuant to 15 U.S.C. §1, et seq. and Tex. Bus. & Comm. Code §15.01, et seq. neither the contractor nor the firm, corporation, partnership, or institution represented by the contractor, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- (d) **Child Support.** Pursuant to §231.006(d), Texas Family Code, regarding child support, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payment and acknowledges that the contract may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, any Contractor subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

- (e) **Debarment.** Contractor certifies that Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. Entities ineligible for state procurement are listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. Entities ineligible for federal procurement are listed at <http://www.sam.gov/content/exclusions>.
- (f) **Terrorism Watch List.** Contractor represents and warrants that it does not do business with Iran, Sudan or a foreign terrorist organization as prohibited by Texas Government Code 2252.152. Contractor certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- (g) **Critical Infrastructure.** If Contractor will be granted direct or indirect access to a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility, Contractor certifies that neither it or its parent company, is (1) majority owned by

citizens or governmental entities of China, North Korea, Russia or any other country designated by the Governor under Government Code 2274.0103, or (2) headquartered in any of those countries.

- (h) **Convictions.** Under Sections 2155.006, 23155.0061 and 2261.053 of the Texas Government Code, Contractor certifies that it is not ineligible to receive the specified contract and may be terminated and payment withheld if this certification is inaccurate. These sections prohibit contracts that include proposed financial participation by an individual or business entity who has been convicted in the past five years of (a) violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005; and (b) of any offense related to the direct support or promotion of human trafficking.
- (i) **COVID Vaccinations.** Contractor certifies that it does not require its customers to provide any documentation certifying the Customer's COVID-19 vaccination or post-transmission recovery on entry to, or to receive service from the Contractor's business.
- (j) **Boycotts.** (1) To the extent this Contract is considered a Contract for goods or services subject to § 2270.002 Texas Government Code, Contractor verifies that it: (i) does not boycott Israel; and (ii) will not boycott Israel during the term of this Contract. (2) To the extent this Contract has a value of \$100,000 or more and Contractor is an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit that employs 10 or more full time employees, Contractor certifies that it: (i) does not and will not boycott energy companies during the term of the contract (*See Texas Government Code 2274.002, et seq.*); and (ii) does not and will not discriminate against a firearm entity or firearm trade association (*See Texas Government Code 2274.002, et seq.*).

46.11. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

46.12. **Headings, Gender, Number.** The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

46.13. **Agreement Read.** The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

46.14. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

46.15. **Notice of Indemnification.** City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.

ALSAY, INC.

By: _____
Printed Name: _____
Title: _____
Date: _____

CITY OF NACOGDOCHES

By: _____
City Manager
Date: _____

APPROVED AS TO FORM:

City Attorney
Date: _____

Exhibit A
DAVIS BACON WAGE RATES

General Decision Number: TX20240084 01/05/2024

Superseded General Decision Number: TX20230084

State: Texas

Construction Type: Heavy

Counties: Cass, Cherokee, Erath, Fannin, Franklin, Hood, Hopkins, Marion, Montague, Morris, Nacogdoches, Navarro, Palo Pinto, Panola, Rains, Red River, Somervell, Titus, Van Zandt and Wood Counties in Texas.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all

	hours spent performing on
	that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024

SUTX2009-129 04/21/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 13.00 **	0.00
LABORER: Common or General.....	\$ 8.61 **	0.00
LABORER: Pipelayer.....	\$ 9.94 **	0.00
OPERATOR: Backhoe/Trackhoe.....	\$ 11.75 **	0.00
OPERATOR: Bulldozer.....	\$ 14.25 **	0.00
OPERATOR: Loader (Front End)....	\$ 11.52 **	0.00
TRUCK DRIVER.....	\$ 10.80 **	0.26

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Exhibit B
INSURANCE REQUIREMENTS

During the term of this Agreement Contractor's insurance policies shall meet the following requirements:

I. Standard Insurance Policies Required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Umbrella / Excess Liability – required for contract amounts exceeding \$1,000,000
- D. Workers' Compensation
- E. Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage. builder's risk policy shall be written on "all risks" form.

II. 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 are not 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 the City of Nacogdoches.
- E. Upon request, certified copies of all insurance policies shall be furnished to the City of Nacogdoches.
- F. The City of Nacogdoches, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- G. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement.

III. Commercial General Liability

- A. General Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Limit of \$500,000.00 per occurrence for bodily injury and property damage with an annual

aggregate limit of \$1,000,000.00 which limits shall be endorsed to be per Project.

- C. Coverage shall be at least as broad as ISO form GC 00 01.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.
- E. The coverage shall include but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

IV. Business Automobile Liability

- A. Business Automobile Liability insurance shall be written by a carrier with a “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.
- C. Coverage shall be at least as broad as Insurance Service’s Office Number CA 00 01.
- D. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- E. The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- F. Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.

V. Excess Liability

Umbrella form excess liability coverage following the form of the underlying coverage with a minimum limit of \$5,000,000.00 or the total value of the contract, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding \$1,000,000 in total value.

- VI. Those policies set forth in Paragraphs III, IV, and V shall contain an endorsement naming the City as Additional Insured and further providing that the Contractor’s policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be

furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City before work commences.

VII. Workers Compensation Insurance

- A. Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers 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 Texas Department of Insurance Division of Workers Compensation (DWC) 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.
- B. Workers compensation insurance shall include the following terms:
1. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
 3. Texas must appear in Item 3A of the Workers Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.
- C. Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid 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:

"A. Definitions:

Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-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 ("subcontractors" in § 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 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, 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.*
- C. The Contractor must provide a certificate of coverage to 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 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.*
- 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 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.*
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, 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, 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 by paragraphs (a) - (g), 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 that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity.”

- VIII. 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 coverages according to requirements and instructions contained herein.
 - D. The form of the notice of cancellation, termination, or change in coverage provisions to the City of Nacogdoches.
 - E. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Exhibit C
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Project No. _____

THE STATE OF TEXAS

§
§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF NACOGDOCHES

§

THAT WE, _____, as Principal, hereinafter called “Contractor” and the other subscriber hereto _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Nacogdoches, a municipal corporation, in the sum of **Four Hundred Fifty Thousand Two Hundred Ten and 00/100 Dollars (\$ 450,210.00)** for the payment of which sum, well and truly to be made to the City of Nacogdoches and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of Nacogdoches for **Construction Services for 2024 Well 11 Rehabilitation Project** all of such work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of Nacogdoches or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal’s competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of Nacogdoches shall retain certain amounts due the Contractor until the expiration of thirty days from the acceptance of the Work is intended for the City’s benefit, and the City of Nacogdoches shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of Nacogdoches or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of Nacogdoches from any liability, loss, cost, expense, or damage arising out of or in connection with the work done by the Contractor under the Contract. In the event that the City of Nacogdoches shall bring any

TEXAS STATUTORY PAYMENT BOND

Project No. _____

THE STATE OF TEXAS

§
§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF NACOGDOCHES

§

THAT WE, _____, as Principal, hereinafter called “Principal” and the other subscriber hereto _____, a corporation organized and existing under the laws of the State of _____, licensed to business in the State of Texas and admitted to write bonds, as Surety, herein after called “Surety”, do hereby acknowledge ourselves to be held and firmly bound to the City of Nacogdoches, a municipal corporation, in the sum of **Four Hundred Fifty Thousand Two Hundred Ten and 00/100 Dollars (\$ 450,210.00)** for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of Nacogdoches, dated the ____ day of _____, 20____, for **Construction Services for 2024 Well 11 Rehabilitation Project** 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 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 null and void; otherwise to remain in full force and effect;

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

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST and SEAL: (if a corporation) (SEAL)
WITNESS: (if not a corporation)

(Name of Contractor)

By: _____
Name:
Title:

By: _____
Name:
Title:
Date:

ATTEST/WITNESS (SEAL)

(Full Name of Surety)

By: _____
Name:
Title:
Date:

(Address of Surety for Notice)

By: _____
Name:
Title:
Date:

REVIEWED:

THE FOREGOING BOND IS ACCEPTED
ON BEHALF OF
THE CITY OF NACOGDOCHES, TEXAS:

City Attorney's Office

City Manager

NOTE: Date of bonds must be equal to or after the date of execution by City.

Exhibit D
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Exhibit E
FINAL AFFIDAVIT OF ALL BILLS PAID

FINAL BILLS PAID AFFIDAVIT
BY CONTRACTOR

BEFORE ME, the undersigned authority, personally appeared as _____,
(Name), known to me to be a credible person, and after
being by me duly sworn, upon oath stated and affirmed that: "My name is
_____ and I am the _____
(Name) (Title)
of _____", hereafter referred to in this affidavit as
(Firm)
"Contractor". Contractor's business address is _____,
(Address)
Texas, _____. The undersigned Contractor has personal knowledge of the facts
(Zip)
stated herein and has full authority to make the agreements in this affidavit on behalf of
Contractor.
Pursuant to and in accordance with a written contract between Contractor and
_____, collectively referred to as Owner, Contractor furnished
(Owner)
materials and labor for the construction, renovation, installation or repair of certain
improvements (the "Improvements"), being City of Nacogdoches contract for
_____.
(Project Name)

All work provided for under said written construction contract, together with all changes and supplements thereto, has been fully completed in accordance with the terms and provisions of said contract.

Contractor has paid each of its subcontractors, laborers, suppliers and materialmen in full for all labor and materials provided to Contractor for or in connection with the construction, renovation or repair of the Improvements.

Contractor is not aware of any unpaid bills, claims, demands or causes of action by any of its subcontractors, laborers, manufacturers, suppliers or materialmen for or in connection with the furnishing of labor materials, or both, for the construction, renovation or repair of the Improvements.

Contractor further understands that this Final Bills Paid Affidavit is being given pursuant to and in accordance with Section 53.085 of the Texas Property Code and that the

intentional, knowing or reckless making of a false or misleading statement in this Affidavit constitutes an offense under said Section and is a Class A misdemeanor.

Contractor hereby indemnifies and holds harmless the City of Nacogdoches from any and all claims, demands or causes of action, and any costs, expenses and attorney’s fees incurred in connection therewith, arising from or connected with, the statements and representations contained herein.

EXECUTED this ____ day of _____ , 20____.

CONTRACTOR:

By: _____

Name: _____

Title: _____

Notary’s Acknowledgement

Before me, the undersigned authority, on this day personally appeared _____, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Final Bills Paid Affidavit, acknowledged that he/she has the authority to make this Final Bills Paid Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____.

Exhibit F
PLANS, SPECIFICATIONS AND DRAWINGS

**City of Nacogdoches
Water Well No. 11 Rehabilitation**

Technical Specifications

Prepared by:



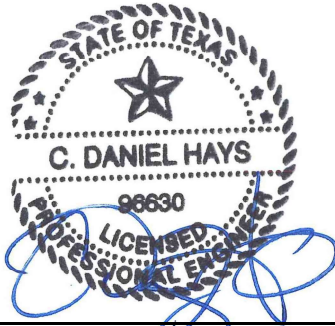
**320 North Street, Suite 205
Nacogdoches, Texas 75961
T. 936.317.3237 F. 888.224.9418
TBPE Firm Registration No. F-1356**

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SECTION 00 01 07

PROFESSIONAL SEALS AND CERTIFICATIONS

The Technical Specifications contained herein have been prepared by or under the direction of the following Design Professionals. Bidding and Contracting Documents and General Conditions have been prepared by KSA Engineers, Inc., in conjunction with the Technical Specifications contained herein and the Plans that are a part of the Contract Documents.



C. Daniel "Danny" Hays, P.E.
KSA Engineers, Inc.
TBPE Firm Registration No. F-1356

Rev	Description	Date
0	Issued for Construction	02/15/2024

TECHNICAL SPECIFICATIONS SECTION

DIVISION 01 – GENERAL REQUIREMENTS

Section Number and Title

01 11 00 Summary of Work
01 22 00 Bid Item Descriptions
01 26 43.13 Weather Delays
01 31 00 Project Management and Coordination
01 32 16 Construction Progress Schedule
01 33 00 Shop Drawings and Submittals
04 42 19 References to TxDOT Standard Specifications
01 45 00 Quality Control
01 50 00 Temporary Facilities and Controls
01 61 00 Material and Equipment
01 74 19 Cleaning and Waste Management
01 74 23 Final Cleaning
01 75 00 Starting and Adjusting
01 77 00 Execution and Closeout Requirements
01 78 23 Operation and Maintenance Data

DIVISION 03 – CONCRETE

Section Number and Title

03 60 00 Grout

DIVISION 33 – UTILITIES

Section Number and Title

33 01 10.91 Water Well Rehabilitation
33 11 33 Vertical Turbine Well Pump

END OF SECTION

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SECTION 00 01 10

TABLE OF CONTENTS

TECHNICAL SPECIFICATIONS

INTRODUCTORY INFORMATION

Document Number and Title

00 01 01	Title Page (Cover)
00 01 07	Professional Seals and Certification Page
00 01 10	Table of Contents

DIVISION 01 – GENERAL REQUIREMENTS

Section Number and Title

01 11 00	Summary of Work
01 22 00	Bid Item Descriptions
01 26 43.13	Weather Delays
01 31 00	Project Management and Coordination
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01 42 19	References to TxDOT Standard Specifications
01 45 00	Quality Control
01 50 00	Temporary Facilities and Controls
01 61 00	Material and Equipment
01 74 19	Cleaning and Waste Management
01 74 23	Final Cleaning
01 75 00	Starting and Adjusting
01 77 00	Execution and Closeout Requirements
01 78 23	Operation and Maintenance Data

DIVISION 03 – CONCRETE

Section Number and Title

03 60 00	Grout
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DIVISION 33 – UTILITIES

Section Number and Title

33 01 10.91	Water Well Rehabilitation
33 11 33	Vertical Turbine Well Pump

END OF TABLE OF CONTENTS

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1.08 CONTRACTOR'S USE OF SITE

- A. Contractor shall assume full responsibility for the protection and safekeeping of all materials and products under this contract, stored at the site.
- B. Limit the use of Site for Work and storage to those areas designated on the Drawings or approved by the Engineer. Coordinate the use of the premises with the Engineer. Contractor shall move any materials or products stored outside the designated storage areas which interfere with operations of the Owner or other contractors, if applicable.
- C. Contractor shall maintain roads and access during construction and restore all roads and surrounding properties to their original condition.
- D. All driveways and thoroughfares cut by trenching or otherwise damaged as a result of the Contractor's operations shall be repaired and resurfaced by the Contractor at his expense. All damaged driveways and thoroughfares shall be resurfaced with like materials equal to or better than the damaged surface. The Contractor shall be responsible for notifying all affected persons prior to cutting driveways. The Contractor shall at all times accommodate any person desiring passage across the open trench.
- E. The Contractor must use public easement and rights-of-way for execution of the work and will at no time enter onto private property. The Owner assumes no responsibility for Contractor equipment left on-site at any time.
- F. The Contractor shall be responsible for any damage that may occur to the existing improvements and facilities as a result of improper construction procedures or negligent practices. The extent of responsibility will be determined by the Owner and or Engineer.
- G. Contractor, during construction, shall coordinate with businesses to provide access during operating hours.
- H. Contractor shall notify all affected businesses and residents 24 hours prior to construction on the adjacent road or street. Notification shall be in the form of a leaflet or door-to-door.
- I. Do not permit alcoholic beverages or illegal substances on the Site. Do not allow persons under the influence of alcoholic beverages or illegal substances to enter or remain on the Site at any time. Persons on Site under the influence of alcoholic beverages or illegal substances will be permanently prohibited from returning to the Site. Criminal or civil penalties may also apply.
- J. Park construction equipment in designated areas only and provide spill control measures as discussed in Section 01 51 00 – Temporary Facilities and Controls.
- K. Park employees' vehicles in designated areas only.
- L. Do not allow the use of audio devices, obnoxious, vulgar or abusive language, or sexual harassment in any form. These actions will cause immediate and permanent removal of the offender from the premises. Criminal or civil penalties may apply.
- M. Require Workers to wear clothing that is inoffensive and meets safety requirements. Do not allow sleeveless shirts, shorts, exceedingly torn, ripped or soiled clothing to be worn on the project.
- N. Do not allow firearms or weapons of any sort to be brought on to the Site under any conditions. No exception is to be made for persons with concealed handgun permits. Remove any firearms or weapons and the person possessing these firearms or weapons permanently and immediately from the Site.

1.09 ACCESS TO THE SITE

- A. Maintain access to the facilities at all times. Do not obstruct roads, pedestrian walks, or access to the various buildings, structures, stairways, or entrances. Provide safe temporary walks or other structures to allow access for normal operations during construction.
- B. Provide adequate and safe access for inspections. Leave ladders, bridges, scaffolding and protective equipment in place until inspections have been completed. Construct additional safe access if required for inspections.
- C. Provide security at the Site as necessary to protect against vandalism and loss by theft.
- D. Use State, County, or City roadways for construction traffic only with written approval of the appropriate representatives of each entity. State, County, or City roadways may not all be approved for construction traffic. Obtain written approval to use State, County, City or private roads to deliver pipe and/or heavy equipment to the Site. Copies of the written approvals must be furnished to the Owner as Record Data before Work begins. No additional compensation will be paid because the Contractor is unable to gain access to the easement from public roadways.

1.10 PROTECTION OF UTILITIES AND PERMANENT STRUCTURES

- A. Examine the project site and review the available information concerning the site. Locate utilities, streets, driveways, fences, drainage structures, sidewalks, curbs, and gutters. Verify the elevations of the structures adjacent to excavations. Report these to the Engineer before beginning construction.
- B. The Contractor shall exercise care when working in the vicinity of existing utility lines. All utilities are **not** shown on the plans. Cutting or breaking of existing telephone lines, water lines, sewer lines, gas lines and oil pipelines shall be avoided. The Contractor shall contact each utility authority and verify location of all utility lines. Such lines, if broken or cut, shall be promptly restored to their original condition by the Contractor at his expense.
- C. Make adequate provisions to maintain the flow of storm sewers, sanitary sewers, drains and water courses encountered during the construction. Provide temporary service around the construction or otherwise construct the structure in a manner that the flow is not curtailed. Restore structures which may have been disturbed during construction to their original position as soon as construction in the area is completed. When active sanitary sewer lines are cut in the excavation operations, temporary flumes shall be constructed across the trench. The lines shall be restored to their original condition and elevation when backfilling has progressed to the original bedding lines.
- D. The Contractor should use care and judgment to realign proposed water mains to avoid disturbing any and all permanent structures situated in and along the proposed route of the water main and note such realignment on the Record Drawings. The term permanent structures includes, but is not limited to, power poles, light poles, and trees. The Contractor shall contact the Engineer in any situation where a permanent structure cannot be avoided.
- E. Protect buildings, utilities, street surfaces, driveways, sidewalks, curb and gutter, fences, wells, drainage structures, piping, valves, manholes, electrical conduits, and other systems or structures unless they are shown to be replaced or relocated on the Drawings. Restore damage to items to be protected to the satisfaction of the Engineer, utility owner and Owner without additional compensation from the Owner.

- F. Protect trees, fences, signs, poles, guy wires, and all other property unless their removal is authorized. Restore any property damaged to equal or better. All fences crossed by the new construction or otherwise damaged as a result of Contractor's operations, shall be repaired at his expense. Repair shall be accomplished immediately after the work has progressed past the damaged areas. The damaged fences shall be mended to a condition equal to, or better than, their existing state.
- G. Carefully support and protect all structures and/or utilities so that there will be no failure or settlement where excavation or demolition endangers adjacent structures and utilities. Do not take existing utilities out of service unless shown in the Contract Documents or approved by the Engineer. Notify and cooperate with the utility owner if it is necessary to move services, poles, guy wires, pipelines or other obstructions.
- H. Protect existing trees and landscaping at the site.
 - 1. Visit site with Engineer to identify trees that may be removed during construction.
 - 2. Mark trees to be removed with paint.
 - 3. Protect trees to remain from damage by wrapping trunks with 2 x 4 timbers around the perimeter, securely wired in place, where machinery must operate around existing trees. Protect branches and limbs from damage by equipment.
- I. Protect buildings from damage when handling material or equipment. Protect finished surfaces, including floors, doors, and jambs. Remove doors and install temporary wood protective coverings over jambs.

1.11 DISRUPTION TO SERVICES / CONTINUED OPERATIONS

- A. Existing facilities are to continue in service as usual during the construction unless noted otherwise. Owner or utilities must be able to operate and maintain the facilities. Disruptions to existing utilities, piping, process piping, or electrical services shall be kept to a minimum.
 - 1. Do not restrict access to critical valves, operators, or electrical panels.
 - 2. Do not store material or products inside structures.
 - 3. Limit operations to the minimum amount of space needed to complete the specified Work.
 - 4. Maintain storm sewers and sanitary sewers in service at all times. Provide temporary service around the construction or otherwise construct the structure in a manner that the flow is not restricted.

1.12 CLEANING DURING CONSTRUCTION

- A. Provide positive methods to minimize raising dust from construction operations and provide positive means to prevent air-borne dust from discharging into the atmosphere. Control dust and dirt from demolition, cutting, and patching operations.
- B. Clean the Project as Work progresses and dispose of waste materials, keeping the Site free from accumulations of waste or rubbish. Provide containers on Site for waste collection. Do not allow waste materials or debris to blow around or off of the Site. Control dust from waste materials. Transport waste materials with as few handlings as possible.
- C. Comply with codes, ordinances, regulations, and anti-pollution laws. Do not burn or bury waste materials. Remove waste materials, rubbish and debris from the Site and legally dispose of these at public or private dumping areas.

1.13 MAINTENANCE OF ROADS, DRIVEWAYS AND ACCESS

- A. Maintain roads and streets in a manner that is suitable for safe operations of public vehicle during all phases of construction unless the Owner approves a street closing. Submit a written request for Owner's approval of a street closing. The request shall state:
 - 1. The reason for closing the street.
 - 2. How long the street will remain closed.
 - 3. Procedures to be taken to maintain the flow of traffic.
 - 4. Do not close public roads overnight.
- B. Construct temporary detours, including by-pass roads around construction, with adequately clear width to maintain the free flow of traffic at all times. Maintain barricades, signs, and safety features around the detour and excavations.
- C. Maintain barricades, signs, and safety features around the Work in accordance with all provisions of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- D. Assume responsibility for any damage resulting from construction along roads or drives.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 22 00

BID ITEM DESCRIPTIONS

PART 1 GENERAL

1.01 GENERAL INFORMATION

- A. This section of the Specifications covers the components considered to be a portion of each pay item as may or may not be listed in the Unit Price Schedule and is furnished to aid the Contractor in preparing his bid.
 - 1. Of necessity, the items described as components of the various items are discussed in a general manner only, describing the major pieces of equipment and/or materials.
 - 2. Any items and/or appurtenances not specifically mentioned shall be considered a portion of the bid item to which, in the opinion of the Engineer, its function is most directly related.
 - 3. Failure to list all items and/or appurtenances does not relieve the Contractor from furnishing all apparatuses, devices, labor, or materials of whatever nature required for a complete and operating installation in accordance with the intent of the Drawings, approved Shop Drawings, and the Specifications.
- B. The successful Contractor shall, as soon as possible after award of the Contract, submit a list itemizing the components of each Lump Sum Bid Item and their respective costs to be used as an aid in the preparation of partial payments.
- C. The work called for by these Contract Documents shall be paid for under a single contract on a unit price basis.
- D. The total price bid shall constitute full compensation for all work indicated on the bid proposal.
- E. Partial payments shall be made to the Contractor based on monthly estimates submitted to the Engineer for approval in accordance with the General and Supplemental Conditions.
- F. All estimates for partial payment shall be based on completed work and corresponding dollar amounts as provided in the bid proposal and in accordance with the following schedule.
- G. Estimated Quantities
 - 1. Where 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.
 - 2. It is understood 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 of payment is the unit price method, payment shall be made for the actual amount of work done and the material furnished.
- H. The items for which payment is to be made to the Contractor are listed in the Proposal.
 - 1. Reference to any other statements in the Standard Specifications, which refer to additional pay items are hereby deleted.

2. Items shown on the plans for which there is no payment item included in the Bid Proposal shall be considered subsidiary to the other major bid items.

1.02 BASE BID

A. Mobilization:

1. Item shall consist of all preparatory work and operations, including but not limited to insurance and bonds; those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all temporary sanitation facilities and other facilities necessary for work on the project; and for all work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site as well as the cost to maintain insurance, bonds, personnel, equipment, supplies, and facilities for the duration of the Project.
2. All work covered by this section will be paid for at the contract lump sum price for Mobilization, Insurance, and Bonding.
3. Partial payments for this item shall be made with the first and second partial pay estimates paid on the contract, and shall be made at the rate of fifty percent (50%) of the lump sum price for "Mobilization, Insurance, & Bonding" on each of these partial pay estimates, provided the amount bid for "Mobilization, Insurance, & Bonding" does not exceed five percent (5%) of the total amount bid for the contract.
4. Where the amount bid for "Mobilization, Insurance, & Bonding" exceeds five percent (5%) of the total amount bid for the contract, two and one-half percent (2½%) of the total amount bid shall be paid on each of the first two partial pay estimates, and that portion exceeding five percent (5%) shall be paid on the last partial pay estimate.

B. Site Restoration:

1. Item shall consist of furnishing all tools, equipment, materials and labor necessary to replace gravel, topsoil, and to re-establish vegetation in all areas disturbed by construction in accordance with the Contract Documents.
2. Temporary cool weather seeding shall be subsidiary to this bid item.
3. Payment for this item shall be per lump sum.

C. Vertical Turbine Well Pump:

1. Item shall consist of furnishing all tools, equipment, materials and labor necessary for the installation of an oil lubricated, vertical turbine lineshaft pump complete with electrical cable, suction pipe and strainer, coated column pipe with anode ribbon, air tubing, concrete well seal/pump foundation, and a setting depth as shown on the Plans and provided in the Specifications.
2. Item shall **INCLUDE** electrical and control work necessary to connect the proposed pumping equipment to the existing electrical system. All cost associated with required electrical and controls improvements shall be included in this bid item.
3. Measurement and payment for this item shall be lump sum and paid based on the Engineer's estimated percent complete and the schedule of values as approved by the Engineer.

D. Well Cleaning, Disinfection, and Video Survey:

1. Item shall consist of furnishing all tools, equipment, materials, and labor necessary to conduct well cleaning and disinfection in accordance with the Specifications.
2. Measurement and payment for this item shall be lump sum and paid based on the Engineer's estimated percent complete and the schedule of values as approved by the Engineer.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 26 43.13

WEATHER DELAYS

PART 1 GENERAL

1.01 EXTENSION OF CONTRACT TIME

- A. If the basis exists for an extension of time in accordance with the Agreement, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month.

1.02 STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE

- A. The Engineer has reviewed weather data available from TxDOT and determined a Standard Baseline of average climatic range for the project location based upon geographic regions as shown in Figure 1.
- B. Standard Baseline shall be regarded as the normal and anticipatable number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of adverse weather.
- C. Standard Baseline is as follows:

Region	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
North	6	3	2	4	4	5	6	7	2	2	1	4
South	4	2	4	2	3	2	1	5	5	2	1	4
East	6	2	6	4	5	9	6	12	3	4	2	7
West	5	2	1	2	2	3	3	5	4	1	1	4

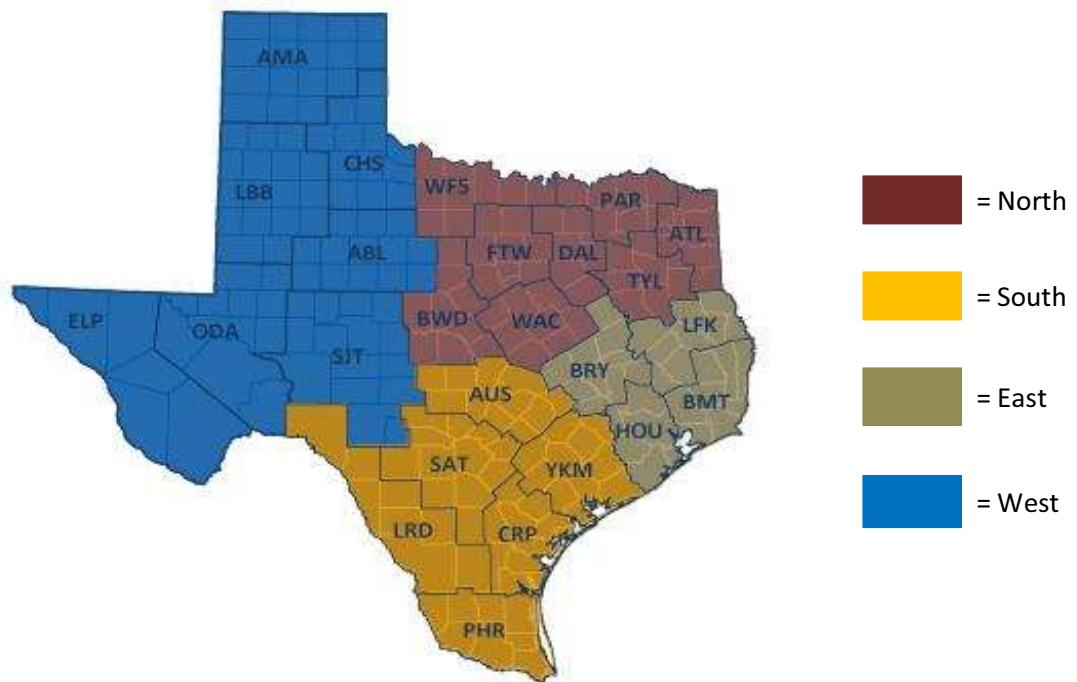


Figure 1 – Geographic Regions for Standard Baseline Determination

1.03 ADVERSE WEATHER AND WEATHER DELAY DAYS

- A. Adverse Weather is defined as the occurrence of one or more of the following conditions which prevents exterior construction activity or access to the site within twenty-four (24) hours:
 - 1. Precipitation (rain, snow, or ice) in excess of one-quarter inch (0.25") liquid measure.
 - 2. Temperatures which do not rise above that specified for the day's construction activity.
- B. Adverse Weather may include, if appropriate, "dry-out" or "mud" days:
 - 1. For rain days above the standard baseline;
 - 2. Only if there is a hindrance to site access or sitework, such as excavation, backfill, and footings; and,
 - 3. At a rate no greater than one (1) makeup day for each day or consecutive days of rain beyond the standard baseline that total 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the Engineer.
- C. A Weather Delay may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the Contractor's scheduled workday, including a weekend day or holiday if the Contractor has scheduled construction activity that day.

1.04 DOCUMENTATION AND SUBMITTALS

- A. Weather Delay Report
 - 1. Contractor shall prepare a Weather Delay Report indicating the calendar month the days on which construction activity affecting the critical path of the Work was prevented by weather conditions.
 - 2. The Weather Delay Report shall include the following information:
 - a. Cause for weather delay – Indicate measurement of precipitation, temperature, or other influencing factor.
 - b. Description of construction activity that was scheduled, on the critical path, and delayed.
 - 3. At the end of the month, add up the number of days delayed, subtract the baseline number provided in Paragraph 1.02.C., and show the resulting claimable days in excess of the baseline.
 - 4. Submit a copy of the completed report with the next application for payment. Reports submitted with applications for payment do not constitute a claim or preliminary claim for extension of time.
- B. When making a claim for a time extension based on weather delay(s):
 - 1. Submit a copy of all reports completed since the last month for which a time extension was previously claimed, or the commencement of Work if no previous claim, through the last month for which delay is being claimed. Claims for time extension based upon weather delays are unjustified if a submitted report does not corroborate the claim or if no report was submitted when required with an application for payment.

2. Submit daily jobsite work logs showing which and to what extent construction activities have been affected by weather on a monthly basis.
3. Submit actual weather data to support claim for time extension obtained from nearest NOAA weather station or other independently verified source approved by the Engineer at the beginning of the project.
4. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the Agreement, and applicable general requirements.
5. If an extension of the Contract Time is appropriate, it shall be implemented in accordance with the provisions of the Agreement, and the applicable general requirements.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Administer contract requirements to construct the project. Provide documentation per the requirements of this Section. Provide information as requested by the Engineer or Owner.
- B. Furnish equipment, manpower, products, and other items necessary to complete the Project with an acceptable standard of quality and within the contract time. Construct Project in accordance with current safety practices.
- C. Manage Site to allow access to Site and control construction operations.
- D. Provide labor, materials, equipment and incidentals necessary to construct temporary facilities to provide and maintain control over environmental conditions at the Site. Remove temporary facilities when no longer needed.
- E. Construct temporary impounding works, channels, diversions, furnishing and operation of pumps, installing piping and fittings, and other construction for control of conditions at the Site. Remove temporary controls at the end of the Project.
- F. Provide temporary controls for pollutions, management of water and management of excess earth as required.
- G. Cost for Project Management and Coordination as described in this section are to be included in the Contract Price.

1.02 QUALITY ASSURANCE

- A. Employ competent workmen, skilled in the occupation for which they are employed. Provide Work meeting quality requirements of the Contract Documents as determined by the Engineer and Owner.
- B. Remove defective Work from the Site immediately unless provisions have been made and approved by the Engineer to allow repair of the product at the Site. Clearly mark the Work as "defective" until it is removed or allowable repairs have been completed.

1.03 SUBMITTALS

- A. Provide submittals in accordance with Section 01 33 00 – Shop Drawings and Submittals:
 - 1. Provide copies of Supplier's printed storage instructions prior to furnishing materials or products and installation instructions prior to beginning the installation. Maintain one copy of these documents at the Site until the Project is complete. Incorporate this information into submittals.
 - 2. Incorporate field notes, sketches, recordings, and computations made by the Contractor in Record Drawings.

1.04 COMMUNICATION DURING THE PROJECT

- A. The Engineer is to be the first point of contact for all parties on matters concerning this project.

- B. The Engineer will coordinate correspondence concerning:
 - 1. Submittals, including Applications for Payment
 - 2. Clarification and interpretation of the Contract Documents
 - 3. Contract modifications
 - 4. Observation of work and testing
 - 5. Claims
- C. The Engineer will normally communicate only with the Contractor. Any required communication with Subcontractors or Suppliers will only be with the direct involvement of the Contractor.
- D. Direct written communications to the Engineer at the address indicated at the Pre-construction Conference. Include the following with communications as a minimum:
 - 1. Name of the Owner
 - 2. Project name
 - 3. Contract title
 - 4. Project number
 - 5. Date
 - 6. A reference statement
- E. Submit communications on the forms referenced in this Section or in Section 01 33 00 – Shop Drawings and Submittals.

1.05 PROJECT MEETINGS

- A. Pre-construction Conference
 - 1. Attend a pre-construction meeting.
 - 2. The location of the conference will be determined by the Engineer.
 - 3. The time of the meeting will be determined by the Engineer but will be after the Notice of Award is issued and not later than fifteen (15) days after the Notice to Proceed is issued.
 - 4. The Owner, Engineer, representatives of utility companies, the Contractor's project manager and superintendent, and representatives from major Subcontractors and Suppliers.
 - 5. Provide and be prepared to discuss:
 - a. Preliminary construction schedule per Section 01 32 16 – Construction Progress Schedule.
 - b. Preliminary submittal schedule per Section 01 33 00 – Shop Drawings and Submittals.
 - c. Schedule of values and anticipated schedule of payments.
 - d. List of Subcontractors and Suppliers.
 - e. Contractor's organizational chart as it relates to this project.

- f. Letter indicating the agents of authority for the Contractor and the limit of that authority with respect to the execution of legal documents, contract modifications and payment requests.
 6. Letter indicating the agents of authority for the Contractor and the limit of that authority with respect to the execution of legal documents, contract modifications and payment requests.
- B. Progress Meetings
 1. Attend meetings with the Engineer and Owner.
 - a. Meet on a monthly basis or as requested by the Engineer to discuss the project.
 - b. Meet at the project site or other location as designated by the Engineer.
 - c. Contractor's superintendent and other key personnel are to attend the meeting. Other individuals may be requested to attend to discuss specific matters.
 - d. Notify the Engineer of any specific items to be discussed a minimum of one week prior to the meeting.
 2. Provide information as requested by the Engineer or Owner concerning this project. Prepare to discuss:
 - a. Status of overall project schedule
 - b. Contractor's detailed schedule for the next month
 - c. Anticipated delivery dates for equipment
 - d. Coordination with the Owner
 - e. Status of submittals
 - f. Information or clarification of the Contract Documents
 - g. Claims and proposed modifications to the contract
 - h. Field observations, problems, or conflicts
 - i. Maintenance of quality standards
 3. Engineer will prepare minutes of meetings. Review the minutes of the meeting and notify the Engineer of any discrepancies within ten days of the date of the meeting memorandum. The minutes will not be corrected after the ten days have expired. Corrections will be reflected in the minutes of the following meeting or as an attachment to the minutes.
- C. Pre-submittal and Pre-installation Meetings
 1. Conduct pre-submittal and pre-installation meetings as required in the individual technical Specifications or as determined necessary by the Engineer (for example, instrumentation, roofing, concrete mix design, etc.).
 2. Set the time and location of the meetings when ready to proceed with the associated Work. Submit a Notification by Contractor in accordance with paragraph 1.08 for the meeting two weeks before the meeting. Engineer and Owner must approve of the proposed time and location.

3. Attend the meeting and require the participation of appropriate Subcontractors and Suppliers in the meeting.
4. Prepare minutes of the meeting and submit to the Engineer and Owner for review. Owner and Engineer will review the minutes of the meeting and notify the Contractor of any discrepancies within ten days of the date of the meeting memorandum. The minutes will not be corrected after the ten days have expired. Corrections will be reflected in a revised set of meeting minutes.

1.06 REQUESTS FOR INFORMATION

- A. Submit Request for Information (RFI) to the Engineer to obtain additional information or clarification of the Contract Documents.
 1. Submit a separate RFI for each item on the form provided by the Engineer.
 2. Attach adequate information to permit a written response without further clarification. Engineer will return requests that do not have adequate information to the Contractor for additional information. Contractor is responsible for all delays resulting from multiple submittals due to inadequate information.
 3. A response will be made when adequate information is provided. Response will be made on the RFI form or in attached information.
- B. Response to an RFI is given to provide additional information, interpretation or clarification of the requirements of the Contract Documents and does not modify the Contract Documents.
- C. Engineer will initiate a Contract Modification Request per Paragraph 1.09 if the RFI indicates that a contract modification is required.
- D. Use a Project Issues Log to document decisions made at meetings and actions to be taken in Accordance with Paragraph 1.07.

1.07 PROJECT ISSUES LOG

- A. Engineer will maintain a project issues log to document key decisions made at meeting and track action on these issues:
 1. Review the log prior to each regular meeting.
 2. Report actions taken subsequent to the previous progress meeting on items in the log assigned to the Contractor or through the Contractor to a Subcontractor or Supplier to the Engineer. Report on status of progress one week prior to each progress meeting established in Paragraph 1.05 to allow Engineer to update the log prior to the Progress meetings.
 3. Be prepared to discuss the status at each meeting.
- B. Decisions or action items in the log that require a change in the Contract Documents will have the preparation of a contract modification as an action item, if appropriate. The Contract Documents can only be changed by a Change Order or Field Order.

1.08 NOTIFICATION BY CONTRACTOR

- A. Notify the Engineer of:
 - 1. Need for testing
 - 2. Intent to work outside regular working hours
 - 3. Request to shut down facilities or utilities
 - 4. Proposed utility connections
 - 5. Required observation by Engineer or inspection agencies prior to covering work
 - 6. Training
- B. Provide notification a minimum of two (2) weeks in advance in order to allow Owner and Engineer time to respond appropriately to the notification.

1.09 REQUESTS FOR MODIFICATIONS

- A. Submit a request to the Engineer for any change in the Contract Documents.
 - 1. Assign a number to the Contract Modification Request when issued.
 - 2. Include with the Contract Modification Request:
 - a. A complete description of the proposed modification.
 - b. The reason the modification is requested.
 - c. A detailed breakdown of the cost of the change (necessary only if the modification requires a change in contract amount). The itemized breakdown is to include:
 - 1) List of materials and equipment to be installed
 - 2) Man hours for labor by classification
 - 3) Equipment used in construction
 - 4) Consumable supplies, fuels and materials
 - 5) Royalties and patent fees
 - 6) Bonds and insurance
 - 7) Overhead and profit
 - 8) Field office costs
 - 9) Home office cost
 - 10) Other items of cost
 - d. Provide the level of detail outline in the paragraph above for each Subcontractor or Supplier actually performing the Work if work is to be provided by a Subcontractor or Supplier. Indicate appropriate Contractor mark-ups for Work provided through Subcontractors and Suppliers. Provide the level of detail outline in the paragraph above for self-performed Work.
 - e. Provide a revised schedule indicating the effect on the critical path for the project and a statement of the number of days the project may be delayed by the modification.

3. Submit a Contract Modification Request to the Engineer to request a field change.
 4. A Contract Modification Request is required for all substitutions or deviations from the Contract Documents.
 5. Engineer will evaluate the request for a contract modification.
- B. Owner will initiate changes through the Engineer.
1. Engineer will prepare a description of proposed modifications to the Contract Documents.
 2. Engineer will assign a number to the Contract Modification Request when issued.
 3. Return the Contract Modification Request with a proposal to incorporate the requested change. Include a breakdown of costs into materials and labor in detail outline above to allow evaluation by the Engineer.
- C. Engineer will issue a Field Order or a Change Order per the General Conditions if a contract modification is appropriate.
1. Modifications to the contract can only be made by a Field Order or a Change Order.
 2. Changes in the project will be documented by a Field Order or by a Change Order.
 3. Field Orders may be issued by the Engineer for contract modifications that do not change the Contract Price or Contract Time.
 4. Any modifications that require a change in Contract Price or Contract Time can only be approved by Change Order.
 - a. Proposals issued by the Contractor in response to a Contract Modification Request will be evaluated by the Engineer.
 - b. If a Change Order is recommended, the Engineer will prepare the Change Order.
 - c. The Change Order will be sent to the Contractor for execution with a copy to the Owner recommending approval.
 - d. Change Orders can only be approved by the Owner.
 - 1) Work performed on the proposed contract modifications prior to the approval of the Change Order will be performed at the Contractor's risk.
 - 2) No payment will be made for work on Change Orders until approved by the Owner.
- D. The Contractor may be informed that the Contract Modification Request is not approved and construction is to proceed in accordance with the Contract Documents.

1.10 RECORD DOCUMENTS

- A. Maintain at the site one complete record copy of:
1. Drawings
 2. Specifications
 3. Addenda

4. Contract modifications
 5. Approved Shop Drawings and record data
 6. One set of construction photographs
 7. Test records
 8. Clarifications and other information provided in Request for Information responses
 9. Reference standards
- B. Store documents and samples in the Contractor's field office or other storage location approved by the Engineer.
1. Documents are to remain separate from documents used for construction. Do not use these documents for construction.
 2. Provide a secure storage space for the storage of samples.
 3. Maintain documents in clean, dry, legible conditions and in good order.
 4. Make documents and samples available at all times for inspection by the Engineer and Owner.
- C. Marking Drawings
1. Label each document as "Project Record" in large printed letters.
 2. Record information as construction is being performed.
 - a. Do not conceal any Work until the required information is recorded.
 - b. Mark drawings to record actual construction, including the following:
 - 1) Depths of various elements of the foundation in relation to finished first floor datum or the top of walls.
 - 2) Horizontal and vertical locations of underground utilities and appurtenances constructed and existing utilities encountered during construction.
 - 3) Location of internal utilities and appurtenances concealed in the construction. Refer measurements to permanent structure on the surface. Include the following equipment:
 - a) Piping
 - b) Ductwork
 - c) Equipment and control devices requiring periodic maintenance or repair
 - d) Valves, unions, traps and tanks
 - e) Services entrance
 - f) Feeders
 - g) Outlets
 - 4) Changes of dimension and detail
 - 5) Changes made by Field Order and Change Order

- 6) Details not on the original Drawings. Include field verified dimensions and clarifications, interpretations and additional information issued in response to RFI's.
- c. Mark Specifications and Addenda to identify products provided.
 - 1) Record product name, trade name, catalog number and each Supplier (with address and phone number) of each product and item of equipment actually installed.
 - 2) Record changes made by Field Order and Change Order.
- d. Mark additional Work or information in erasable pencil.
 - 1) Use red for new or revised indication.
 - 2) Use purple for Work deleted or not installed (lines to be removed).
 - 3) Highlight items constructed per the Contract Documents in yellow.
- e. Submit record documents to Engineer for review and acceptance 30 days prior to final completion of the project.
 - 1) Provide one (1) set of marked-up drawings.
 - 2) Provide one (1) set of specifications.
- D. Applications for Payment will not be recommended for payment if record documents are found to be incomplete or not in order. Final payment will not be recommended without complete record documents.

1.11 SAFETY REQUIREMENTS

- A. Assume sole responsibility for safety at the Site. Protect the safety and welfare of persons at the Site.
- B. Provide safe access to move through the Site. Provide and maintain barricades, guard rails, covered walkways, and other protective devices to warn and protect from hazards at the Site.
- C. Comply with latest provisions of the Occupational Health and Safety Administration and other regulatory agencies in performing Work.
- D. Cooperate with accident investigations related to the Site. Provide two copies of all reports, including insurance company reports, if requested by the Owner, prepared concerning accidents, injury, or death on the Site to the Engineer as Record Data per Section 01 33 00 – Shop Drawings and Submittals.

1.12 COORDINATION

- A. Coordinate the Work of various trades having interdependent responsibilities for installing, connecting to, and placing equipment in service.
- B. Coordinate requests for substitutions to provide compatibility of space, operating elements, effect on the Work of other trades, and on the Work scheduled for early completion.
- C. Coordinate the use of Project space and the sequence of installation of equipment, elevators, walks, mechanical, electrical, plumbing, or other Work that is indicated diagrammatically on the Drawings.

1. Follow routings shown for tubes, pipes, ducts, conduits, and other items as closely as practical, with due allowance for available physical space.
 2. Utilize space efficiently to maximize accessibility for Owner's maintenance and repairs.
 3. Schematics are diagrammatic in nature. Adjust routing of piping, ductwork, utilities, and location of equipment as needed to resolve spatial conflicts between the various trades. Document the actual routing on the Record Drawings.
- D. Conceal ducts, pipes, wiring, and other non-finish items in finished areas, except as otherwise shown. Coordinate locations of concealed items with finish elements.
- E. Coordinate with architectural reflected ceiling plans the exact location and dimensioning of items which occur within hung ceilings. Request clarification from the Engineer prior to proceeding with fabrication or installation if a conflict exists.
- F. Schedule construction activities in sequence required to obtain best results where installation of one part of the Work is dependent on installation of other components, either before or after its own installation.
- G. Make adequate provisions to accommodate items scheduled for later installation, including:
1. Accepted alternates,
 2. Installation of products purchased with allowances,
 3. Work by others, and
 4. Owner-supplied, Contractor-installed items.
- H. Sequence, coordinate, and integrate the various elements of mechanical, electrical, and other systems, materials, and equipment. Comply with the following requirements:
1. Coordinate mechanical and electrical systems, equipment, and materials installation with other building components.
 2. Verify all dimensions by field measurements.
 3. Arrange for chases, slots, and openings in other building components during progress of construction.
 4. Coordinate the installation of required supporting devices and sleeves to be set in cast-in-place concrete and other structural components, as they are constructed.
 5. Install systems, materials, and equipment as permitted by codes to provide the maximum headroom possible where mounting heights are not detailed or dimensioned.
 6. Coordinate the connection of systems with exterior underground and overhead utilities and services. Comply with the requirements of governing regulations, franchised service companies, and controlling agencies. Provide required connection for each service.
 7. Install systems, materials, and equipment to conform with approved submittal data, including coordination drawings, to the greatest extent possible. Conform to arrangements indicated by the Contract Documents, recognizing that portions of the Work are shown only in diagrammatic form. Adjust routing of piping, ductwork, utilities, and location of equipment as needed to resolve spatial conflicts between

the various trades. Document changes in the indicated routings on the Record Drawings.

8. Install systems, materials, and equipment level and plumb, parallel and perpendicular to other building systems and components.
9. Install systems, materials, and equipment to facilitate servicing, maintenance, and repair or replacement of components. As much as practical, connect for ease of disconnecting, with minimum of interference with other installations. Extend grease fittings to accessible locations.
10. Install access panel or doors where units are concealed behind finished surfaces.
11. Install systems, materials, and equipment giving right-of-way priority to systems required to be installed at a specified slope.

1.13 FIELD MEASUREMENTS

- A. Perform complete field measurements for products required to fit existing conditions prior to purchasing products or beginning construction.
- B. Verify property lines, control lines, grades, and levels indicated on the Drawings.
- C. Verify pipe class, equipment capacities, existing electrical systems and power sources for existing conditions.
- D. Check Shop Drawings and indicate the actual dimensions available where products are to be installed.
- E. Include field measurements in record drawings as required in Paragraph 1.10.

1.14 REFERENCE DATA AND CONTROL POINTS

- A. The Engineer will provide the following control points:
 1. Benchmarks, base line, or grid reference points for horizontal control.
 2. Benchmarks for vertical control.
 3. Designated control points may be on an existing structure or monument.
- B. Locate and protect control points prior to starting the Work and preserve permanent reference points during construction. Do not change or relocate points without prior approval of the Engineer. Notify Engineer when the reference point is lost, destroyed, or requires relocation. Replace Project control points on the basis of the original survey.
- C. Provide complete engineering layout of the work needed for construction.
 1. Provide competent personnel. Provide equipment including accurate surveying instruments, stakes, platforms, tools, and materials.
 2. Provide surveying with accuracy meeting the requirements established for Category 5 Construction Surveying as established in the Manual of Practice of Land Surveying in Texas published by the Texas Society of Professional Surveyors, latest revision.
 3. Record data and measurements per standards.

1.15 DELIVERY AND STORAGE

- A. Deliver products and materials to the Site in time to prevent delays in construction.

- B. Deliver packaged products to Site in original undamaged containers with identifying labels attached. Open cartons as necessary to check for damage and to verify invoices. Reseal cartons and store properly until used. Leave products in packages or other containers until installed.
- C. Deliver products that are too large to fit through openings to the Site in advance of the time enclosing walls and roofs are erected. Set in place, raised above floor on cribs.
- D. Assume full responsibility for the protection and safekeeping of products stored at the Site.
- E. Store products at locations acceptable to the Engineer and to allow Owner access to maintain and operate existing facilities.
- F. Store products in accordance with the Supplier's storage instructions immediately upon delivery. Leave seals and labels intact. Arrange storage to allow access for maintenance of stored items and for inspection. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.
- G. Obtain and pay for the use of any additional storage areas as needed for construction. Store products subject to damage by elements in substantial weather-tight enclosures or storage sheds. Provide and maintain storage sheds as required for the protection of products. Provide temperature, humidity control and ventilation within the ranges stated in the Supplier's instructions. Remove storage facilities at the completion of the Project.
- H. Protect the pipe interior. Keep all foreign materials such as dirt, debris, animals, or other objects out of the pipe during the Work. Cap or plug ends of installed pipe in an approved manner when pipe is not being installed. Clean or wash out pipe sections that become contaminated before continuing with installation. Take precautions to prevent the pipe from floating or moving out of the proper position during or after laying operations. Immediately correct any pipe that moves from its correct position.
- I. Provide adequate exterior storage for products that may be stored out-of-doors.
 - 1. Provide substantial platforms, blocking, or skids to support materials and products above ground; slope to provide drainage. Protect products from soiling or staining.
 - 2. Cover products subject to dislocation or deterioration from exposure to the elements, with impervious sheet materials. Provide ventilation to prevent condensation below covering.
 - 3. Store loose, granular materials on clean, solid surfaces, or on rigid sheet materials, to prevent mixing with foreign matter.
 - 4. Provide surface drainage to prevent erosion and ponding of water.
 - 5. Prevent mixing of refuse or chemically injurious materials or liquids with stored materials.
 - 6. Pipes and conduits stored outdoors are to have open ends sealed to prevent the entrance of dirt, moisture, and other injurious materials. Protect PVC pipe from ultraviolet light exposure.
 - 7. Store light weight products to prevent wind damage.

- J. Protect and maintain mechanical and electrical equipment in storage.
 - 1. Provide Supplier's service instructions on the exterior of the package.
 - 2. Service equipment on a regular basis as recommended by the Supplier. Maintain a log of maintenance services. Submit the log as Record Data at the completion of the Project.
 - 3. Provide power to and energize space heaters for all equipment for which these devices are provided.
 - 4. Provide temporary enclosures for all electrical equipment, including electrical systems on mechanical devices. Provide and maintain heat in the enclosures until equipment is energized.
- K. Maintain storage facilities. Inspect stored products on a weekly basis and after periods of severe weather to verify that:
 - 1. Storage facilities continue to meet specified requirements.
 - 2. Supplier's required environmental conditions are continually maintained.
 - 3. Surfaces of products exposed to the elements are not adversely affected.
- L. Replace any stored item damaged by inadequate protection or environmental controls.
- M. Payment may be withheld for any products not properly stored.

1.16 BLASTING

- A. Blasting for excavations is not allowed.

1.17 ARCHAEOLOGICAL REQUIREMENTS

- A. Cease operations immediately and contact the Engineer for instructions if an historical or archaeological find is made during construction.
- B. Conduct all construction activities to avoid adverse impact on the Sites where significant historical or archaeological Sites have been identified at the Site.
 - 1. Obtain details for Working in these areas.
 - 2. Maintain confidentiality regarding the Site.
 - 3. Adhere to the requirements of the Texas Historical Commission.
 - 4. Notify the Owner and appropriate State Agencies as required.
- C. Do not disturb Archaeological Sites.
 - 1. Obtain the services of a qualified archaeological specialist to instruct construction personnel on how to identify and protect archaeological finds on an emergency basis.
 - 2. Coordinate activities to permit Archaeological Work to take place within the area.
 - a. Attempt to archaeologically clear areas needed for construction as soon as possible.
 - b. Provide a determination of priority for such areas.

- D. Assume responsibility for any unauthorized destruction that might result to such Sites by construction personnel, and pay all penalties assessed by the State or Federal agencies for non-compliance with these requirements.
- E. Contract time will be modified to compensate for delays caused by such archaeological finds. No additional compensation shall be paid for delays.

1.18 CUTTING AND PATCHING

- A. Perform cutting, fitting, and patching required to complete the work or to:
 - 1. Uncover work to provide for installation of new work or the correction of defective work.
 - 2. Provide routine penetrations of non-structural surfaces for installation of mechanical, electrical, and plumbing work.
 - 3. Uncover work that has been covered prior to observation by the Engineer.
- B. Submit written notification to the Engineer in advance of performing any cutting which affects:
 - 1. Work of any other Contractor or the Owner.
 - 2. Structural integrity of any structure or system of the project.
 - 3. Integrity or effectiveness of weather exposed or moisture resistant structure or systems.
 - 4. Efficiency, operational life, maintenance, or safety of any structure or system.
 - 5. Appearance of any structure or surfaces exposed occasionally or constantly to view.
- C. The notification shall include:
 - 1. Identification of the project.
 - 2. Location and description of affected work.
 - 3. Reason for cutting, alteration, or excavation.
 - 4. Effect on the work of any separate contractor or Owner.
 - 5. Effect on the structural or weatherproof integrity of the project.
 - 6. Description of proposed work, including:
 - a. Scope of cutting, patching, or alteration.
 - b. Trades that will perform the work.
 - c. Products proposed for use.
 - d. Extent of refinishing to be performed.
 - e. Cost proposal, when applicable.
 - 7. Alternatives to cutting and patching.
 - 8. Written authorization from any separate contractor whose work would be affected.
 - 9. Date and time work will be uncovered or altered.

- D. Examine the existing conditions, including structures subject to damage or to movement during cutting or patching.
 - 1. Inspect conditions affecting installation of products or performance of the work after uncovering the work.
 - 2. Provide a written report of unacceptable or questionable conditions to the Engineer. The Contractor shall not proceed with work until Engineer has provided further instructions. Beginning work will constitute acceptance of existing conditions by the Contractor.
- E. Protect the structure and other parts of the work and provide adequate support to maintain the structural integrity of the affected portions of the work. Provide devices and methods to protect adjacent work and other portions of the project from damage. Provide protection from the weather for portions of the project that may be exposed by cutting and patching work.
- F. Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.
- G. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
- H. Cut, remove, and legally dispose of selected mechanical equipment, components, and materials as indicated, including but not limited to, the removal of mechanical piping, heating units, plumbing fixtures and trim, and other mechanical items made obsolete by the modified work.
- I. Restore work which has been cut or removed. Install new products to provide completed work per the Contract Documents.
- J. Fit work air-tight to pipes, sleeves, ducts, conduit, and other penetrations through the surfaces. Where fire rated separations are penetrated, fill the space around the pipe or insert with materials with physical characteristics equivalent to fire resistance requirements of penetrated surface.
- K. Patch finished surfaces and building components using new products specified for the original installation.
- L. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to the nearest intersection.
 - 2. For an assembly, refinish the entire unit.

1.19 PRELIMINARY OCCUPANCY

- A. Owner may deliver, install and connect equipment, furnishings, or other apparatus in buildings or other structures. These actions do not indicate acceptance of any part of the building or structure and does not affect the start of warranties or correction periods.
- B. Protect the Owner's property after installation is complete.
- C. Owner or Engineer may use any product for testing to determine that the product meets the requirements of the Contract Documents. This use does not constitute acceptance by either the Owner or Engineer. These actions do not indicate acceptance of any part of the product and does not affect the start of warranties or correction periods.

1.20 INITIAL MAINTENANCE AND OPERATION

- A. Maintain equipment until the project is accepted by the Owner. Ensure that mechanical equipment is properly maintained as recommended by the Supplier.
- B. Do not operate air handling equipment unless filters are in place and are clean. Change filters weekly during construction.
- C. Provide maintenance and start-up services prior to acceptance of equipment.
- D. Remove and clean screens and strainers in piping systems.
- E. Clean insects from intake louver screens.
- F. Provide documentation of maintenance and operations when Owner takes over operation and control of the Project.

1.21 ENDANGERED SPECIES RESOURCES

- A. No activity is authorized that is likely to jeopardize the continued existence of a threatened or endangered species as listed or proposed for listing under the Federal Endangered Species Act (ESA), and/or the State of Texas Parks and Wildlife Code on Endangered Species, or to destroy or adversely modify the habitat of such species.
- B. If a threatened or endangered species is encountered during construction, the Contractor shall immediately cease work in the area of the encounter and notify the Owner, who will immediately implement actions in accordance with the ESA and applicable State statutes. These actions shall include reporting the encounter to the TWDB, the U. S. Fish and Wildlife Service, and the Texas Parks and Wildlife Department, obtaining any necessary approvals or permits to enable the work to continue, or implement other mitigative actions. The Contractor shall not resume construction in the area of the encounter until authorized to do so by the Owner.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Provide materials in accordance with the requirements of the individual Sections.

PART 3 EXECUTION

3.01 COMPLETION OF WORK

- A. Perform the Work per the Supplier's published instructions. Do not omit any preparatory step or installation procedure unless specifically exempted or modified by Field Order.

END OF SECTION

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SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 REQUIREMENTS

- A. Prepare and submit a progress schedule for the Work and update the schedule monthly for the duration of the Project.
- B. Provide schedule in adequate detail to allow Owner to monitor the Work progress, to anticipate the time and dollar amount of Applications for Payment, and to relate submittal processing to sequential activities of the work.
- C. Incorporate and specifically designate the dates of anticipated submission of submittals and the dates when submittals must be returned to the Contractor into the schedule.
- D. Assume complete responsibility for maintaining the progress of the Work per the schedule submitted.
- E. Take all Project requirements into consideration when preparing schedule.

1.02 SUBMITTALS

- A. Submit progress schedules in accordance with Section 01 33 00 – Shop Drawings and Submittals. Submit schedules within the following times:
 - 1. Preliminary schedule within 10 days after the Notice of Award. The schedule is to be available at the pre-construction conference.
 - 2. Detailed schedule at least 10 days prior to the first payment request.
- B. Submit progress schedules with Applications for Payment. Schedules may be used to evaluate the Applications for Payment. Failure to submit the schedule may cause delay in the review and approval of Applications for Payment.

1.03 SCHEDULE REQUIREMENTS

- A. Schedule is to be in adequate detail to:
 - 1. Assure adequate planning, scheduling, and reporting during the execution of the Work.
 - 2. Assure the coordination of the Work of the Contractor and the various Subcontractors and Suppliers.
 - 3. Assist in monitoring the progress of the work.
 - 4. Assist in evaluating proposed changes to Contract Time and project schedule.
 - 5. Assist the Owner in review of Contractor's Application for Payment.
- B. Provide the schedule in the form of a time scaled horizontal bar chart which indicates graphically the Work scheduled at any time during the Project. The graph is to indicate:
 - 1. Complete sequence of construction by activity.
 - 2. Identification of the activity by structure, location, and type of Work.
 - 3. Chronological order of the start of each item of work.

4. The activity start and stop dates.
 5. The activity duration.
 6. Successor and predecessor relationships for each activity. Group related activities or use lines to indicate relationships.
 7. A clearly indicated critical path. Indicate only one critical path on the schedule. The subsystem with the longest time of completion is the critical path where several subsystems each have a critical path. Float time is to be assigned to other subsystems.
 8. Project percentage of completion, based on dollar value of the Work included in each activity to the last day of the pay period for each Application for Payment.
- C. Submit a separate submittal schedule indicating the dates when the submittals are to be sent to the Engineer.
1. List specific dates submittal is to be sent to the Engineer.
 2. List specific dates submittal must be processed to meet the proposed schedule.
 3. Allow a reasonable time to review submittals, taking into consideration the size and complexity of the submittal, the submission of other submittals, and other factors that may affect review time.
 4. Allow time for re-submission of the submittals for each item. Contractor is responsible for delays associated with additional time required to review incomplete or erroneous submittals and for the time lost when submittals are submitted for products that do not meet specification requirements.
- D. Update the schedule at the end of each monthly partial payment period to indicate the progress made on the project to that date.

1.04 SCHEDULE REVISIONS

- A. Submit a written report if the schedule indicates that the Project is more than thirty (30) days behind schedule. The report is to include:
1. Number of days Project is behind schedule.
 2. Narrative description of the steps to be taken to bring the Project back on schedule.
 3. Anticipated time required to bring the Project back on schedule.
 4. Submit a revised schedule indicating the action that the Contractor proposes to take to bring the Project back on schedule.
- B. Revise the schedule to indicate any adjustments in Contract Time approved by Change Order.
1. Revised schedule is to be included with Contract Modification Request for which an extension of time is requested.
 2. Failure to submit a revised schedule indicates that the modification shall have no impact on the ability of the Contractor to complete the project on time and that the cost associated with the change of additional plant or work force have been included in the cost proposed for the modification.

- C. Updating the project schedule to reflect actual progress is not considered a revision to the project schedule.
- D. Applications for Payment will not be recommended for payment without a revised schedule and if required, the report indicating the Contractor's plan for bringing the project back on schedule.

1.05 FLOAT TIME

- A. Define float time as the amount of time between the earliest start date and the latest start date of a chain of activities on the construction schedule.
- B. Float time is not for the exclusive use or benefit of either the Contractor or Owner.
- C. Contract time cannot be changed by the submission of this schedule. Contract Time can only be modified by approved Change Order.
- D. Schedule completion date must be the same as the contract completion date. Time between the end of construction and the contract final completion date is to be indicated as float time.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 33 00

SHOP DRAWINGS AND SUBMITTALS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Submit documentation as required by the Contract Documents and as reasonably requested by the Owner and Engineer to:
 - 1. Record the products incorporated into the Project for the Owner.
 - 2. Provide information for operation and maintenance of the Project.
 - 3. Provide information for the administration of the Contract.
 - 4. Allow the Engineer to advise the Owner if products proposed for the project by the Contractor conform, in general, to the design concepts of the Contract Documents.
- B. Contractor's responsibility for full compliance with the Contract Documents is not relieved by the Engineer's review of submittals. Contract modifications can only be approved by Change Order or Field Order.

1.02 CONTRACTOR'S RESPONSIBILITIES

- A. Review and certify all submittals prior to submission.
- B. Determine and verify:
 - 1. Field measurements.
 - 2. Field construction requirements.
 - 3. Location of all existing structures, utilities and equipment related to the submittals.
 - 4. Submittals are complete for their intended purpose.
 - 5. Conflicts between the submittals related to the various Subcontractors and Suppliers have been resolved.
 - 6. Quantities and dimensions shown on the submittals.
- C. Submit information per the procedures described in this section and the detailed specifications.
- D. Furnish the following submittals:
 - 1. Schedules, data, and other documentation as described in detail in this section or referenced in the General Conditions and Contract Documents.
 - 2. Shop Drawings required for consideration of a contract modification per Paragraph 1.08.
 - 3. Submittals as required in the detailed specifications.
 - 4. Submittals not required will be returned without Engineer's review.
- E. Submit a schedule indicating the date submittals will be sent to the Engineer and proposed dates that the product will be incorporated into the project. Make submittals promptly in accordance with the schedule to cause no delay in the Project.

1. Send submittals to the Engineer allowing a reasonable time for delivery, review and marking submittals. Include time for review of a resubmission if necessary. Allow adequate time for the submittal review process, ordering, fabrication, and delivery of the product to not delay progress on the Project.
 2. Schedule submittal to provide all information for interrelated work at one time. No review will be performed on submittals requiring coordination with other submittals. Engineer will return submittals for resubmission as a complete package.
- F. Submit information for all the components and related equipment required for a complete and operational system in the same submittal.
1. Include electrical, mechanical, and other information required to indicate how the various components of the system function.
 2. Provide certifications, warranties, and written guarantees with the submittal package for review when they are required.
 3. Fabrication or installation of any products prior to the approval of Shop Drawings is done at the Contractor's risk. Products not meeting the requirements of Contract Documents are defective and may be rejected at the Owner's option.
- G. Payment will not be made for products for which submittals are required until the submittals have been received. Payment will not be made for products for which Shop Drawings or Samples are required until these are approved by the Engineer.

1.03 QUALITY ASSURANCE

- A. Submit legible, accurate, complete documents presented in a clear, easily understood manner. Submittals not meeting these criteria will be returned without review.
- B. Demonstrate that the proposed products are in full and complete compliance with the design criteria and requirements of the Contract Documents including Drawings and Specifications as modified by Addenda, Field Orders, and Change Orders.
- C. Furnish and install products that fully comply with the information included in the submittal.

1.04 SUBMITTAL PROCEDURES

- A. Submit copies of each submittal to the Engineer in the quantities required under Paragraph 1.14.
 1. All submittals shall only contain information required pertaining to the item specified. Submittals containing extraneous information not pertaining to the specific item specified will be rejected by Engineer and will require resubmittal.
 2. Create and submit color documents where color is important to the evaluation of the submittal and/or where comments will be lost if only black and white documents are provided. Submit sample and color charts per Paragraph H.
- B. Transmit all submittals, with a properly completed Submittal Transmittal Form as provided by the Engineer. Failure to use transmittal form, or incomplete transmittal forms shall constitute return of submittal to Contractor without review.
 1. Use a separate transmittal form for each specific product, class of material, and equipment system.

2. Submit items specified in different sections of the Specifications separately unless they are part of an integrated system.
 3. Submit all required shop drawings, product data, and samples for a product at one time. Organize and index information and drawings, regardless of size. Shop drawings larger than 11"x17" may be submitted with remaining product data either rolled or folded. In all cases each product submittal package shall contain an index listing the items contained in the submittal
- C. Contractor shall complete transmittal form with as much information as possible to facilitate Engineer's timely review of the submittal data.
1. Assign each submittal a Contractor's Submittal Number consisting of a prefix, a sequence number, and a letter suffix. Prefixes shall be as follows:

Prefix	Description	Originator
AP	Application for Payment	Contractor
CO	Change Order	Engineer
CMR	Contract Modification Request	Contractor
CTR	Certified Test Report	Contractor
EIR	Equipment Installation Report	Contractor
FO	Field Order	Engineer
NBC	Notification by Contractor	Contractor
O&M	Operation & Maintenance Manuals	Contractor
PD	Product Data	Contractor
RD	Record Data	Contractor
RFI	Request for Information	Contractor
SAM	Sample	Contractor
SD	Shop Drawing	Contractor
SCH	Progress Schedule	Contractor

2. The Contractor's Submittal Number shown on the transmittal form shall be a three-digit number (001-999) assigned to each separate submittal under the associated specification section.
3. The submittal number shall be suffixed with a letter designating the review cycle of the submittal (i.e. "A"=initial submittal, "B"=first re-submittal, "C"=second re-submittal, etc.). For example: SD 025 A represents shop drawing number twenty-five, and the letter "A" designates this is the first time this submittal has been sent for review.
4. Correct assignment of numbers is essential since different submittal types are processed in different ways.

- D. Submit documents with uniform markings.
 - 1. Mark submittals to:
 - a. Highlight Contractor's corrections in green.
 - b. Highlight items pertinent to the products being furnished in yellow and delete items that are not when the Supplier's standard drawings or information sheets are provided.
 - c. Cloud items and highlight in yellow where selections by the Engineer or Owner are required.
 - d. Mark dimensions with the prefix FD to indicate field verified dimensions on the Shop Drawings.
 - 2. Define abbreviations and symbols used in Shop Drawings.
 - a. Use terms and symbols in Shop Drawings consistent with the Contract Drawings.
 - b. Provide a list of abbreviations and their meaning as used in the Shop Drawings.
 - c. Provide a legend for symbols used on Shop Drawings.
- E. Mark submittals to reference the Drawing number and/or section of the Specifications, detail designation, schedule or location that corresponds with the data submitted. Other identification may also be required, such as layout drawings or schedules to allow the reviewer to determine where a particular product is to be used.
- F. Deliver samples required by the Specifications to the project site. Provide a minimum of two samples.
- G. Construct mock-ups from the actual products to be used in construction per detailed Specifications.
- H. Submit color charts and Samples for every product requiring color, texture or finish selection.
 - 1. Submit all color charts and Samples at one time.
 - 2. Do not submit color charts and Samples until all record data have been submitted or Shop Drawings for the products have been approved.
 - 3. Submit color charts and Samples not less than thirty (30) days prior to when these products are to be ordered or released for fabrication to comply with the schedule for construction of the Project.
- I. Submit Contract Modification Request to request modifications to the Contract Documents.

1.05 REVIEW PROCEDURES

- A. Shop drawings are reviewed in the order received, unless Contractor request that a different priority be assigned.
- B. Mark a submittal as "Priority" to place the review for this submittal ahead of submittals previously delivered. Priority submittals will be reviewed before other submittals for this Project which have been received but not reviewed. Use discretion in the use of "Priority" submittals as this may delay the review of submittals previously submitted. Revise the Schedule of Contractor's Submittals for substantial deviations from the previous schedule.
- C. Review procedures vary with the type of submittal as described in Paragraph 1.06.

1.06 SUBMITTAL REQUIREMENTS

- A. Shop Drawings are required for those products that cannot adequately be described in the Contract Documents to allow fabrication, erection or installation of the product without additional detailed information from the Supplier.
1. Shop Drawings are requested so that the Engineer can:
 - a. Assist the Owner in selecting colors, textures or other aesthetic features.
 - b. Compare the proposed features of the product with the specified features so as to advise the Owner that the product does, in general, conform to the Contract Documents.
 - c. Compare the performance features of the proposed product with those specified so as to advise the Owner that it appears that the product will meet the designed performance criteria.
 - d. Review required certifications, guarantees, warranties, and service agreements for compliance with the Contract Documents.
 2. Certify on the submittal transmittal form that the Contractor has reviewed the Shop Drawings and made all necessary corrections such that the products, when installed, will be in full compliance with the Contract Documents. Shop Drawings submitted without this certification will be returned without review.
 3. Submit Shop Drawings for:
 - a. Products indicated in the submittal schedule following this section.
 - b. When a substitution or equal product is proposed in accordance with Paragraph 1.08 of this Section.
 4. Include a complete description of the material or equipment to be furnished. Information is to include:
 - a. Type, dimensions, size, arrangement, model number, and operational parameters of the components.
 - b. Weights, gauges, materials of construction, external connections, anchors, and supports required.
 - c. Performance characteristics, capacities, engineering data, motor curves, and other information necessary to allow a complete evaluation of mechanical components.
 - d. All applicable standards such as ASTM or Federal specification numbers.
 - e. Fabrication and installation drawings, setting diagrams, manufacturing instructions, templates, patterns, and coordination drawings.
 - f. Wiring and piping diagrams and related controls.
 - g. Mix designs for concrete, asphalt, or other materials proportioned for the Project.
 - h. Complete and accurate field measurements for products which must fit existing conditions. Indicate on the submittal that the measurements represent actual dimensions obtained at the site.

5. Provide all required statements of certification, guarantees, extended service agreements, and other related documents with the Shop Drawing. The effective date of these documents shall be the date of acceptance of the work by the Owner.
6. Comments will be made on items called to the attention of the Engineer for review and comment. Any marks made by the Engineer do not constitute a blanket review of the submittal or relieve the Contractor from responsibility for errors or deviations from the Contract requirements.
 - a. Submittals that are reviewed will be returned with one or more of the following designations:
 - 1) Approved: Submittal is found to be acceptable as submitted.
 - 2) Approved as Noted: Submittal is acceptable with corrections or notations made by Engineer and may be used as corrected.
 - 3) Revise and Resubmit: Submittal has deviations from the Contract Documents, significant errors, or is inadequate and must be revised and resubmitted for subsequent review.
 - 4) Rejected: Products are not acceptable.
 - 5) Filed as Received: Submittal has been received by Engineer, but no review or other action has been taken by the Engineer. Submittals with this designation are typically informational only and do not require formal action.
 - 6) Additional Information Required: Submittal is being returned as incomplete and required additional information before a complete review can be completed.
 - 7) See Comments: Submittal is being returned with comments. Unless other designations are indicated, no formal action has been taken regarding approval of the submittal.
 - 8) Returned Without Review: Submittal does not conform to these specifications or is not required by the Contract Documents. Non-conforming submittals shall be corrected and returned to the Engineer for review.
 - b. Drawings with a significant or substantial number of markings by the Contractor may be marked "Approved as Noted" and "Revise and Resubmit." These drawings are to be revised to provide a clean record of the submittal.
 - c. Dimensions or other data that do not appear to conform to the Contract Documents will be marked as "At Variance With" (AVW) the Contract Documents or other information provided. The Contractor is to make revisions as appropriate to comply with Contract Documents.
7. The use of reproductions of the Contract Plans by any contractor, subcontractor, erector, fabricator, or material supplier in lieu of preparation of shop drawings will be permitted. However, it will signify his acceptance of all information shown therein as correct, and obligates himself to any job expense, real or implied, arising due to any errors that may occur thereon. In addition, all references to the Engineer and its sub-consultants, including all engineer's seals, are to be removed if these Contract Drawings are to be used as shop drawings.

- B. Certifications, Warranties and Service Agreements include documents as specified in the detailed specifications or as follows:**
- 1. Certified Test Reports (CTR):** A report prepared by an approved testing agency giving results of tests performed on products to indicate their compliance with the specifications. (Refer to Section 01450 – Testing Laboratory Services.)
 - 2. Certification of Local Field Service (CLS):** A certified letter stating that field service is available from a factory or supplier approved service organization located within a 300 mile radius of the project site. List names, addresses, and telephone numbers of approved service organizations on or attach it to the certificate.
 - 3. Extended Warranty (EW):** A guarantee of performance for the product or system beyond the normal one (1) year warranty described in the General Conditions. Issue the warranty certificate in the name of the Owner.
 - 4. Extended Service Agreement (ESA):** A contract to provide maintenance beyond that required to fulfill requirements for warranty repairs, or to perform routine maintenance for a definite period beyond the warranty period. Issue the service agreement in the name of the Owner.
 - 5. Certification of Adequacy of Design (CAD):** A certified letter from the manufacturer of the equipment stating that they have designed the equipment to be structurally stable and to withstand all imposed loads without deformation, failure, or adverse effects to the performance and operational requirements of the unit. The letter shall state that mechanical and electrical equipment is adequately sized to be fully operational for the conditions specified or normally encountered by the product's intended use.
 - 6. Certification of Applicator/Subcontractor (CSQ):** A certified letter stating that the Applicator or Subcontractor proposed to perform a specified function is duly designated as factory authorized and trained for the application of the specified product.
- C. Submit record data to provide information to allow the Owner to adequately identify the products incorporated into the project and allow replacement or repair at some future date.**
- 1. Provide record data for all products per the submittal schedule. Record data is not required for items for which Shop Drawings and/or operations and maintenance manuals are required.**
 - 2. Provide information only on the specified products. Submit a Contract Modification Request for approval of deviations or substitutions and obtain approval by Field Order or Change Order prior to submitting record data.**
 - 3. Provide the same information required for Shop Drawings.**
 - 4. Record data will be received by the Engineer, logged, and provided to Owner for the Project record.**
 - a. Record data may be reviewed to see that the information provided is adequate for the purpose intended. Inadequate drawings may be returned as unacceptable.**
 - b. Record data is not reviewed for compliance with the Contract Documents. Comments may be returned if deviations from the Contract Documents are**

noted during the cursory review performed to see that the information is adequate.

- D. Provide Samples for comparison with products delivered to the Site for use on the Project.
 - 1. Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Indicate the full range of color, texture, and patterns.
 - 3. Dispose of Samples when related Work has been completed and approved, and disposal is requested by the Engineer. At Owner's option Samples will become the property of the Owner.
- E. Construct mock-ups for comparison with the Work being performed.
 - 1. Construct mock-ups of the size or area indicated in the detailed Specifications.
 - 2. Construct mock-ups complete with texture and finish to represent the finished product.
 - 3. Protect mock-ups until Work has been completed and accepted by the Owner.
 - 4. Dispose of mock-ups when related Work has been completed and disposal is approved by the Engineer.
- F. Submit Operation and Maintenance manuals (O&M) for all equipment, mechanical devices, or components described in the Contract Documents per Section 01 78 23 – Operation and Maintenance Data. Include copies of approved Shop Drawings in the manual.
- G. Submit Application for Payment (AP) in accordance with the Contract Documents.
- H. Submit Progress Schedules (SCH) in accordance with Section 01 32 16 – Construction Progress Schedule.
- I. Submit Certified Test Reports (CTR) from independent testing laboratories in accordance with Section 01 45 23 – Testing Laboratory Services.
 - 1. Submit test reports for material fabricated for this project with Shop Drawings for that product.
 - 2. Submit test reports produced at the point of production for standard production products with the record data for that product.
- J. Submit a list of Suppliers and Subcontractors as record data.
- K. Submit Equipment Installation Reports (EIR) in accordance with Section 01 75 00 – Starting and Adjusting.

1.07 SUBMITTALS REQUIRED FOR THIS PROJECT

- A. Furnish the following Submittals:
 - 1. Products as indicated in the detailed Plans and specifications.
 - 2. When a substitution or equal product is proposed in accordance with Paragraph 1.08 of this Section.

1.08 REQUESTS FOR DEVIATION

- A. Submit requests for deviation from the Contract Documents for any product that does not fully comply with the Contract Documents.
- B. Submit request by Contract Modification Request (CMR). Identify the deviations and the reason the change is requested.
- C. Include the amount of cost savings to the Owner for deviations that result in a reduction in cost.
- D. A Change Order or Field Order will be issued by the Engineer for deviations approved by the Owner. Deviations from the Contract Documents may only be approved by Change Order or Field Order.

1.09 SUBMITTALS FOR EQUAL NON-SPECIFIED PRODUCTS

- A. The products of the listed suppliers are to be furnished where detailed specifications list several manufacturers but do not specifically list "or equal" or "or approved equal" products. Use of any products other than those specifically listed is a substitution and must be approved per Paragraph 1.09.
- B. Contractor may submit other manufacturers' products that are in full compliance with the specification where detailed specifications list one or more manufacturers followed by the phrase "or equal" or "or approved equal."
 - 1. Submit Shop Drawings of adequate detail to document that the proposed product is equal or superior to the specified product.
 - 2. Prove that the product is equal. It is not the Engineer's responsibility to prove the product is not equal.
 - a. Indicate on a point by point basis for each specified feature that the product is equal to the Contract Document requirements.
 - b. Make a direct comparison with the specified manufacturer's published data sheets and available information. Provide this printed material with the submittal.
 - c. The decision of the Engineer regarding the acceptability of the proposed product is final.
 - 3. Provide a typewritten certification that, in furnishing the proposed product as an equal, the Contractor:
 - a. Has thoroughly examined the proposed product and has determined that it is equal or superior in all respects to the product specified.
 - b. Has determined that the product will perform in the same manner and result in the same process as the specified product.
 - c. Will provide the same warranties and/or bonds as for the product specified.
 - d. Will assume all responsibility to coordinate any modifications that may be necessary to incorporate the product into the construction and will waive all claims for additional Work which may be necessary to incorporate the product into the Project which may subsequently become apparent.
 - e. Will maintain the same time schedule as for the specified product.

4. A modification request is not required for any product that is in full compliance with the Contract Documents.

1.10 SUBMITTALS FOR SUBSTITUTIONS

- A. Substitutions are defined as any product that the Contractor proposes to provide for the Project in lieu of the specified product.
- B. Submit the following for consideration of approval of a Supplier or product which is not specified:
 1. Contract Modification Request for deviation from the Contract Documents per Paragraph 1.08.
 2. Prove that the product is acceptable as a substitute. It is not the Engineer's responsibility to prove the product is not acceptable as a substitute.
 - a. Indicate on a point-by-point basis for each specified feature that the product is acceptable to meet the intent of the Contract Documents requirements.
 - b. Make a direct comparison with the specified Suppliers published data sheets and available information. Provide this printed material with the submittal.
 - c. The decision of the Engineer regarding the acceptability of the proposed substitute product is final.
 3. Provide a written certification that, in making the substitution request, the Contractor:
 - a. Has determined that the substituted product will perform in substantially the same manner and result in the same ability to meet the specified performance as the specified product.
 - b. Will provide the same warranties and/or bonds for the substituted product as specified or as would be provided by the Manufacturer of the specified product.
 - c. Will assume all responsibility to coordinate any modifications that may be necessary to incorporate the substituted product into the project and will waive all claims for additional Work which may be necessary to incorporate the substituted product into the Project which may subsequently become apparent.
 - d. Will maintain the same time schedule as for the specified product.
- C. Pay engineering cost for review of substitutions.
 1. Cost for additional review time will be billed to the Owner by the Engineer for the actual hours required for the review and marking of Shop Drawings by Engineer and in accordance with the Engineer's current rate schedule.
 2. Cost for the additional review shall be paid to the Owner by the Contractor on a monthly basis.

1.11 WARRANTIES AND GUARANTEES

- A. Submit warranties and guarantees required by the Contract Documents with the Shop Drawings or record data.
- B. Provide additional copies for equipment and include this additional copy in the Operation and Maintenance Manuals. Refer to Section 01 78 23 – Operation and Maintenance Data.
- C. Provide a separate manual for warranties and guarantees.
 - 1. Provide a log of all products for which warranties or guarantees are provided, and for all equipment. Index the log by Specification section number.
 - 2. Indicate the start date, warranty, or guarantee period and the date upon which the warranty or guarantee expires for products or equipment for which a warranty or guarantee is required.
 - 3. Indicate the date for the start of the correction period specified in the General Conditions for each piece of equipment and the date on which the specified correction period expires.
 - 4. Provide a copy of the warranty or guarantee under a tab indexed to the log.

1.12 RESUBMISSION REQUIREMENTS

- A. Make all corrections or changes in the submittals required by the Engineer and resubmit until approved.
- B. For Shop Drawings:
 - 1. Revise initial drawings or data and resubmit as specified for the original submittal.
 - 2. Highlight in yellow those revisions which have been made in response to the first review by the Engineer.
 - 3. Highlight in blue any new revisions which have been made or additional details of information that has been added since the previous review by the Engineer.
- C. For Samples:
 - 1. Submit new Samples as required for the initial Sample.
 - 2. Remove Samples which have been rejected.
- D. For mock-ups:
 - 1. Construct a new mock-up as initially required.
 - 2. Dispose of mock-ups which have been rejected.
- E. Pay for excessive review of Shop Drawings.
 - 1. Excessive review of Shop Drawings is defined as any review required after the original review has been made and the first resubmittal has been checked to see that corrections have been made.
 - 2. Cost for additional review time will be billed to the Owner by the Engineer for the actual hours required for the review and marking of shop drawings by Engineer and in accordance with the Engineer's current rate schedule.

3. Pay cost for the additional review to the Owner on a monthly basis as billed by the Owner.
4. Need for more than one resubmission or any other delay of obtaining Engineer's review of submittals, will not entitle the Contractor to an extension of Contract Time. All costs associated with such delays shall be at the Contractor's expense.

1.13 ENGINEER'S DUTIES

- A. Review the submittals and return with reasonable promptness.
- B. Indicate approval, rejection, and the need for resubmittal.
- C. Distribute documents.

1.14 NUMBER OF COPIES REQUIRED

- A. For all data which requires review, the Contractor shall submit the required number of copies in the original submittal.
 1. The minimum number of copies required for review and distribution shall be as follows:

Engineer's File (1 copy for RPR).....	2
Owner's File.....	2
Contractor's File.....	1
<u>Suppliers Copy (returned to Contractor)</u>	<u>1</u>
Total (minimum)	6
- B. For non-review items, such as parts lists, and operation and maintenance manuals, the required number of copies for distribution shall be as follows:
 1. The minimum number of copies required for distribution shall be as follows:

Engineer's File.....	1
<u>Owner's File</u>	<u>2</u>
Total (minimum)	3
- C. In lieu of hardcopy submittals, electronic submittals may be submitted to the Engineer in PDF format. Electronic submittals shall meet all the requirements of hardcopy submittals and one reviewed electronic submittal will be returned to the Contractor for his use.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 42 19

REFERENCES TO TXDOT STANDARD SPECIFICATIONS

PART 1 GENERAL

1.01 GENERAL INFORMATION

- A. All pavement and culvert construction for this project shall be performed in accordance with the 2014 edition of the Texas Department of Transportation (TxDOT) "STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES".

The items contained in this Section set forth clarifications to, or enlargement upon, the TxDOT Specifications and are made a part thereof by their reference in this Section. In the event of a conflict between these amendments and the TxDOT Specifications, these amendments control

In the event of a conflict between the TxDOT Specifications and the Contract Documents Division 00 through Division 48, the Contract Documents Division 00 through Division 48 control.

1.02 STANDARD SPECIFICATIONS

- A. The Texas Department of Transportation (TxDOT) "STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS AND BRIDGES" applicable to this project are identified as follows:

Item No.	Description
164	Seeding for Erosion Control
166	Fertilizer
168	Vegetative Watering
500	Mobilization

1.03 MODIFICATIONS TO STANDARD SPECIFICATIONS

- A. The following modifications shall govern and take precedence over the Standard Specifications.
- B. All items
1. Measurement and payment shall only be made for those items listed in the Unit Price Schedule. The unit of measurement shall be as shown in the Unit Price Schedule.
 2. Items not listed in the Unit Price Schedule shall be considered subsidiary to the item(s) of work for which it pertains.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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SECTION 01 45 00

QUALITY CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Quality Assurance - Control of Installation
- B. Tolerances
- C. References and Standards
- D. Inspecting and Testing Laboratory Services
- E. Manufacturers' Field Services

1.02 RELATED SERVICES

- A. Section 01 45 23 - Testing and Laboratory Services
- B. Section 01 33 00 - Submittals: Submission of manufacturer's instructions and certificates.
- C. Section 01 61 00 - Material and Equipment: Requirements for material and product quality.

1.03 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step-in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.04 TOLERANCES

- A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.05 REFERENCES AND STANDARDS

- A. For Products or workmanship specified by association, trade or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard which are current based upon the dates indicated in the Contract Documents.
- C. Maintain copies of all applicable reference standards on-site during submittal review, planning, and construction of the specific work, until Substantial Completion.
- D. Should specified reference standards conflict with Contract Documents, request clarification from the Engineer before proceeding.
- E. Neither the contractual relationship, duties and responsibilities of the parties in Contract, nor those of the Engineer shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

1.06 TESTING SERVICES

- A. The Contractor shall be responsible for all costs associated with performing test on the utilities installed including but not limited to, pressure testing of water and sewer lines, disinfection of waterlines, and pressure testing of manholes.
- B. Owner may appoint, employ and pay for specified services of an independent firm to perform testing.
- C. The independent firm will perform tests and other services specified in individual specification sections and as required by the Engineer.
- D. Testing and source quality control may occur on or off the project site. Perform off-site testing as required by the Engineer or the Owner.
- E. Reports will be submitted by the independent firm to the Engineer and Contractor, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- F. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Engineer and independent firm 24 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- G. Testing does not relieve Contractor from performing Work to contract requirements.
- H. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for re-testing will be charged to the Contractor by deducting testing charges from the Contract Sum/Price.

1.07 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Engineer thirty (30) days in advance of required observations. Observer subject to approval of Engineer.
- C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EXAMINATION

- A. The Engineer or Engineer's Representative shall be present for all testing performed on the utilities installed. Test results will not be accepted if the Engineer or Engineer's Representative is not present at the time of the testing. Additional testing required for test results that were not accepted shall be performed at no additional cost to the Owner.
- B. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- C. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- D. Examine and verify specific conditions described in individual Specifications Sections.
- E. Verify that utility services are available, of the correct characteristics and in the correct locations.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION

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SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SUMMARY

- A. Temporary facilities and the necessary controls for the project including utilities, sanitary facilities, field office, storage sheds and building, safety requirements, first aid equipment, fire protection, security measures, access roads and parking, environmental controls, pest, and rodent control.
- B. The facilities and controls specified in this section are considered minimum for the Project. The Contractor may provide additional facilities and controls for the proper execution of the Work and to meet Contractor's responsibilities for protection of persons and property.

1.02 SYSTEM DESCRIPTION

- A. Maintain and operate temporary facilities and systems to assure continuous service.
- B. Modify and extend systems as Work progress requires.
- C. Completely remove temporary materials and equipment when their use is no longer required.
- D. Restore existing facilities used for temporary services to specified or to original condition.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 PREPARATION

- A. Temporary Utilities
 - 1. Make arrangements with utility service companies for temporary services.
 - 2. Abide by rules and regulations of the utility service companies or authorities having jurisdiction.
 - 3. Be responsible for utility service costs until the Work is substantially complete. Included are fuel, power, light, heat, and other utility services necessary for execution, completion, testing, and initial operation of the Work.
- B. Water
 - 1. The Contractor shall arrange for the necessary temporary water service, including but not limited to all required piping, valves, the securing of any permits and the acquisition of a temporary water meter.
 - 2. The Contractor shall make the necessary arrangements to supply water required for testing the work prior to acceptance and maintain an adequate supply of potable water for domestic consumption by the Contractor personnel and Owner or its representatives.
 - 3. The cost of water usage will be borne by the Owner.

C. Electricity and Lighting

1. Provide electric powered service as required for the Work, including testing of Work. Provide power for lighting, operation of the Contractor's equipment, or for any other use by Contractor.
2. Electric power service includes temporary power service or generator to maintain facility operations during any scheduled shutdown if specifically stated elsewhere.
3. Minimum lighting level shall be 5-foot candles for open areas and 10-foot candles for stairs and shops.
4. The Contractor shall maintain all temporary power service for the duration of the Contract at his expense including but not limited to the Owner's Field Office.

~~D. Temporary Heat and Ventilation~~

- ~~1. Provide temporary heat as necessary for protection or completion of the Work.~~
- ~~2. Provide temporary heat and ventilation to assure safe working conditions; maintain enclosed areas at a minimum of 50°F.~~

E. Sanitary Facilities

1. Provide and maintain sanitary facilities for persons on the job site; comply with the regulations of State and local departments of health.
2. Enforce the use of sanitary facilities by construction personnel at the job site. Such facilities shall be enclosed. Pit-type toilets will not be permitted. No discharge will be allowed from these facilities. Collect and store sewage and waste so as not to cause a nuisance or health problem; have sewer and waste hauled off-site and properly disposed of, in accordance with local regulations.
3. Locate toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work. Toilets shall not be placed within 50-feet of a public water supply well.

~~F. Field Office~~

~~1. Furnish and Locate~~

- ~~a. Furnish, install, and maintain a field office approximately 12' x 40' for the exclusive use of the Owner's Representative. Provide sufficient room for project meetings and office for Engineer. Locate the office on the Site or in a place approved by the Owner, Engineer or other authorized site representative.~~
- ~~b. Provide office space ready for occupancy ten (10) days after date fixed in Notice to Proceed.~~
- ~~c. Construct two all-weather, hard-surfaced parking spaces suitable for weather and duration of Project for use by the Engineer. Provide an all-weather surfaced walk between the parking spaces and the office.~~

~~2. Minimum Construction~~

- ~~a. Structurally sound foundation and superstructure.~~
- ~~b. Completely weather tight with insulated roof walls.~~
- ~~c. Exterior finish and interior finish acceptable to Engineer.~~

- d. ~~Stairs or walkway with handrail and entrance platform (4' x 4') with a mud scraper at door.~~
- e. ~~Resilient floor covering.~~
- f. ~~Screened windows with an area equal to approximately 10 percent of floor area sufficient for light, view, and ventilation. Provide windows with operable sash.~~
- g. ~~Secure, lockable exterior doors with dead bolt cylinder locks.~~

3. ~~Minimum Services~~

- a. ~~Exterior light at entrance.~~
- b. ~~Interior lighting of 50-foot candles at desk top height.~~
- c. ~~Automatic heating to maintain 65°F in winter.~~
- d. ~~Automatic cooling to maintain 75°F in summer.~~
- e. ~~Electric power service.~~
- f. ~~Four electric wall outlets.~~
- g. ~~Separate sanitary facilities. No connection to public sanitary service is available at the site.~~

4. ~~Minimum Furnishings~~

- a. ~~Two (2) 5-drawer desks~~
- b. ~~Two (2) swivel desk chairs.~~
- c. ~~One (1) drafting table with built-in drawer, drafting stool, and light.~~
- d. ~~Two (2) 4-drawer legal file cabinets.~~
- e. ~~Book shelving and bookcase with a minimum of 15 feet of shelf space.~~
- f. ~~Two (2) waste baskets.~~
- g. ~~One (1) tack board, 30" x 36".~~
- h. ~~Fire extinguishers.~~
- i. ~~Identifying exterior sign acceptable to Engineer.~~
- j. ~~First-aid kit.~~
- k. ~~Six (6) protective helmets (hard hats) and safety glasses for use by Owner, Engineer and visitors.~~
- l. ~~Conference table and chairs to accommodate ten (10) persons.~~
- m. ~~Other furnishings at Contractors' options.~~

5. ~~Maintenance~~

- a. ~~Schedule continuous maintenance of office, walkways, and services. Office to be cleaned not less than once per week.~~
- b. ~~Provide soap, paper towels, cleansers, janitorial service, and appurtenances.~~
- c. ~~Immediately repair any damage, leaks, or defective service.~~

- d. ~~Provide adequate space for one set of Contract Documents in the office for ready reference.~~

G. Storage Facilities

1. Provide adequately ventilated, watertight storage facilities with floor above ground level for materials and equipment susceptible to weather damage.
2. Storage of materials not susceptible to weather damage may be on blocks off the ground.
3. Store materials in a neat and orderly manner. Place materials and equipment to permit easy access for identification, inspection, and inventory.
4. Fill and grade site for temporary structures to provide drainage away from temporary and existing buildings.

H. Safety Requirements

1. When required, submit, and follow a safety program.
2. Conduct operations in strict accord with applicable federal, state, and local safety codes and statutes and with good construction practice. The Contractor is fully responsible and obligated to establish and maintain procedures for safety of all work, personnel, and equipment involved in the Project.
3. Observe and comply with Texas Occupational Safety Act (Art. 5182a, V.C.S.) and with all safety and health standards promulgated by Secretary of Labor under Section 107 of Contract Work Hours and Standards Act, published in 29 CFR Part 1926 and adopted by Secretary of Labor as occupational safety and health standards under the Williams-Steiger Occupational Safety and Health Act of 1970, and observe and comply with any other legislation enacted for safety and health of Contractor's employees. Such safety and health standards apply to subcontractors and their employees as well as to the Contractor and its employees.
4. Observance of, and compliance with, the regulations shall be solely and without qualification of the responsibility of the Contractor without reliance or superintendence of, or direction by, the Owner, or the Engineer. Immediately advise the Owner of investigation or inspection by federal safety and health inspectors of the Contractor of subcontractor's work or place of work on the job site under this Contract, and after such investigation or inspection, advise the Owner of the results. Submit one (1) copy of accident reports to Owner within ten (10) days of the occurrence.
5. Protect areas occupied by workmen using the best available devices for detection of lethal and combustible gases. Test such devices frequently to assure their functional capability. Constantly observe infiltration of liquids into the Work area for visual or odor evidence of contamination. Immediately take appropriate steps to seal off entry of contaminated liquids to the Work area.
6. Safety measures, including but not limited to safety personnel, first-aid equipment, ventilating equipment, and safety equipment, in the specifications and shown on the Drawings, are obligations of the Contractor.
7. Maintain required coordination with local police and fire departments during the entire period covered by the Contract.

- I. First Aid Equipment
 - 1. Provide a first-aid kit throughout the construction period. List telephone numbers for physicians, hospitals, and ambulance services in each first-aid kit.
 - 2. Have at least one person thoroughly trained in first aid procedures present on the site whenever Work is in progress.
- J. Fire Protection
 - 1. Fire Protection Standards
 - a. Conform to specified fire protection and prevention requirements as well as to those which may be established by federal, state, or local governmental agencies.
 - b. Comply with all applicable provisions of NFPA Standard No. 241, Safeguarding Building Construction and Demolition Operations.
 - c. Provide portable fire extinguishers, rated not less than 2A or 5B in accordance with NFPA Standard No. 10, Portable Fire Extinguishers, for each temporary building, and for every 3,000 square feet of floor area of facilities under construction.
 - d. Locate portable fire extinguishers within 50 feet maximum from any point in the Project area.
 - 2. Fire Prevention and Safety Measures
 - a. Prohibit smoking in hazardous areas. Post suitable warning signs in areas which are continuously or intermittently hazardous.
 - b. Use metal safety containers for storage and handling of flammable and combustible liquids.
 - c. Do not store flammable or combustible liquids in or near stairways or exits.
 - d. Maintain clear exits from all points within a structure.
- K. Security Measures
 - 1. Protect all Work materials, equipment, and property from loss, theft, damage, and vandalism. Contractor's duty to protect property includes Owner's property and Inspector's property used in connection with the performance of the Contract.
 - 2. If existing fencing or barriers are breached or removed for purposes of constructions, provide and maintain temporary security fencing equal to existing.
- L. Environmental Controls
 - 1. The Contractor shall, without additional expense to the Owner, be responsible for complying with any applicable Federal, State and Municipal laws, codes, and regulation, in connection with the prosecution of the Work. He shall take proper safety and health precautions to protect the Work, the workers, the public and the property of others. He shall also be responsible for all materials delivered and work performed.

M. Pollution Controls

1. Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by discharge of noxious substance from construction operations.
2. Provide equipment and personnel to perform emergency measure required to contain any spillage, and to remove contaminated soils or liquids. Excavate and dispose of any contaminated earth off-site and replace with suitable compacted fill and topsoil.
3. Take special measures to prevent harmful substances from entering public waters. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.
4. Provide systems for control of atmospheric pollutants
 - a. Prevent toxic concentrations of chemicals.
 - b. Prevent harmful dispersal of pollutants into the atmosphere.
5. Use equipment during construction that conforms to current federal, state, and local laws and regulations.

N. Pest and Rodent Control

1. Provide rodent and pest control as necessary to prevent infestation of construction or storage areas.
2. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.

O. Dust Control

1. Control objectionable dust caused by operation of vehicles and equipment. Apply water or use other methods, subject to approval of the Owner, which will control the amount of dust generated.

END OF SECTION

SECTION 01 61 00

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Transportation and Handling
- B. Storage and Protection
- C. Product Options
- D. Substitutions

1.02 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
- C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.03 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive Products in weather tight, climate controlled, enclosures in an environment favorable to Product.
- D. For exterior storage of fabricated Products, place on sloped supports above ground.
- E. Provide off-site storage and protection when site does not permit on-site storage or protection.
- F. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of Products.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

1.04 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.

- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

1.05 SUBSTITUTIONS

- A. Engineer will consider requests for Substitutions only within fifteen (15) days after date established in Notice to Proceed.
- B. Substitutions may be considered when a Product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the Substitution as for the specified Product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner and Engineer for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three (3) copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Burden of proof is on the Contractor.
 - 3. The Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 74 19

CLEANING AND WASTE MANAGEMENT

PART 1 GENERAL

1.01 DESCRIPTION

- A. This item shall govern for furnishing of all labor, equipment, materials and incidentals to restore any disturbed or damaged surfaces and/or items to a condition equal to or better than that which existed before work began. The Contractor shall leave the construction site clean.

1.02 MEASUREMENT AND PAYMENT

- A. No separate or extra payment will be made for restoration and clean up. It shall be included in the prices bid for the various items of work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 CONSTRUCTION METHODS

- A. As soon as the work is completed in any area, the Contractor shall, to the satisfaction of the Owner, clean the construction site and any adjoining areas used by Contractor and shall make any restorations necessary to leave the site in a condition equal to or better than prior to construction. This work shall be done without any additional expense to the Owner.
- B. The Contractor shall restore and/or replace any paving, curbing, sidewalks, culverts, gutters, shrubbery, or other plants, fences, sod or other disturbed surfaces or structures. The size, thickness, strength, texture, or condition of restored items shall be equal to that which existed before work began, all to the satisfaction of the Owner.
- C. Private roads used by the Contractor shall be restored to former condition to the satisfaction of the Engineer.
- D. Any rock, including loose rock having a dimension three inches or more, encountered by the grading, trenching or boring operations, not backfilled according to the specifications, shall be removed from the construction site and disposed of at locations and in a manner that is satisfactory to the Engineer.
- E. Unless directed otherwise by the Owner, all materials used for providing temporary roadways for construction equipment shall be removed and disposed of.
- F. All debris, pavement and excess earth from excavations shall be removed and disposed of by the Contractor in a manner satisfactory to the Owner.
- G. If the Contractor attempts to perform cleanup operations during adverse weather or wet ground conditions, the Contractor shall assume full risk of acceptance and the Contractor may be required to again perform such cleanup at the Contractor's expense to meet the required standard of normal dry weather cleanup.
- H. At no time during the progress of the work shall the completed cleanup operation be a greater distance behind the completed work than is deemed advisable by the Owner. It is

the intent of this specification that site cleanup be a continuous effort and the Contractor is expected to take whatever measures are required to keep the site clean.

- I. Before the final acceptance of the project, the entire project site shall be cleared of all surplus and waste materials from the work and otherwise restored to a condition equal to or better than that which existed before the work began.

END OF SECTION

SECTION 01 74 23

FINAL CLEANING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. This section specifies administrative and procedural requirements for final cleaning at substantial completion.
- B. Perform a thorough cleaning of the site, buildings, or other structures prior to Owner occupancy of the buildings, and prior to Final Completion. Leave the project clean and ready for occupancy.

1.02 SUBMITTALS

- A. Provide data for maintenance per Section 01 78 23 – Operation and Maintenance Data.

1.03 QUALITY CONTROL

- A. Use experienced workmen or professional cleaners for final cleaning.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Furnish the labor and products needed for cleaning and finishing as recommended by the Manufacturer of the surface material being cleaned.
- B. Use cleaning products only on the surfaces recommended by the Supplier.
- C. Use only those cleaning products which will not create hazards to health or property and which will not damage surfaces.

PART 3 EXECUTION

3.01 FINAL CLEANING

- A. Thoroughly clean the entire site and make ready for occupancy.
 - 1. Remove construction debris, boxes, and trash from the site.
 - 2. Remove construction storage sheds and field offices.
 - 3. Restore grade to match surrounding condition and remove excess dirt.
 - 4. Sweep all drives and parking lots clean of dirt and debris. Use water truck or hose down paved site to like new appearance.
- ~~B. Clean floors and inspect for damage.~~
 - ~~1. Remove oil, grease, paint drippings, and other contaminants from floors, then mop repeatedly until thoroughly clean. Replace damaged flooring.~~
 - ~~2. Clean resilient flooring with an approved cleaner and provide one (1) coat liquid floor polish as recommended by the flooring Supplier. Polish to a buffed appearance with powered floor buffer.~~
 - ~~3. Vacuum all carpets with powered floor sweeper to remove dirt and dust. Remove glue or other substances from nap of carpet.~~

- C. ~~Clean and polish inside and outside glass surfaces. Wash with window cleaner and water, apply a coat of high quality glass polish and wipe clean. Do not scratch or otherwise mar glass surfaces.~~
- D. ~~Clean wall surfaces to remove dirt or scuff marks. Remove excess adhesive along top edges of wall base. Remove adhesive from surfaces of vinyl wall coverings.~~
- E. ~~Align tile to fit properly in grid and replace cracked or damaged tile. Remove smear marks and other dirt from tile and clean surface of grid system.~~
- F. ~~Spot paint nicks and other damage. If spot painting does not blend into the existing color and texture of the surrounding surfaces, repaint wall from inside corner to inside corner. Touch up damaged surfaces on factory finished equipment using special paint furnished by the Manufacturer.~~
- G. ~~Clean plumbing fixtures, valves, and trim. Clean toilet seats and covers. Remove labels and adhesive from fixtures. Remove floor drains and clean baskets or buckets. Polish strainers and exposed chrome or brass.~~
- H. ~~Remove dirt, oil, grease, dust and other contaminants from floors, equipment, and apparatus in mechanical and electrical rooms with vacuum.~~
- I. ~~Clean and polish ceramic tile floors and wall surfaces to remove mildew or other stains. Tuck point defective joints.~~
- J. Inspect exterior painted surfaces. Spot paint any damaged surfaces.
- K. ~~Clean permanent filters and replace disposable filters on heating, ventilating, and air conditioning systems. Clean ducts, blowers, and coils if units were operated without filters during construction.~~
- L. ~~Clean roof areas of debris; flush roof drainage systems with water until clear.~~
- M. Broom clean exterior paved surfaces and rake clean other surfaces of the grounds.
- N. ~~Clean and polish all electrical equipment and exposed conduits. Remove paint overspray. Provide a blemish free appearance on all exposed equipment and conduits.~~

END OF SECTION

SECTION 01 75 00

STARTING AND ADJUSTING

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Provide step-by-step procedures for starting provided systems, including equipment, pumps and processes.
- B. Provide pre-startup inspections by equipment manufacturers.
- C. Provide instruction and demonstration of operation, adjustment, and maintenance of each system and the component parts.
- D. Place each system in service and operate the system to prove performance and to provide for initial correction of defects in workmanship, calibration, and operation.
 - 1. Provide for initial maintenance and operation.
- E. Cost for Starting and Adjusting provided by Suppliers and Subcontractors as described in this section are to be included in the Cost of Work.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with Section 01 33 00 – Shop Drawings and Submittals, and shall include:
 - 1. A Plan of Action for testing, checking, and starting major equipment and process piping systems. Submit reports as required by this specification.
 - 2. Equipment Installation Reports per Section 01 33 00 – Shop Drawings and Submittals.
 - 3. Operation and Maintenance Manuals per Section 01 78 23 – Operation and Maintenance Data.

1.03 STANDARDS

- A. Comply with any standards associated with the testing or startup of equipment, as listed in the various sections of the specifications.

1.04 SPECIAL JOB CONDITIONS

- A. Do not start or test any apparatus until the complete unit has been installed and thoroughly checked.
- B. A representative of the Supplier shall be in attendance of tests and startup procedures when required by these specifications.

PART 2 PRODUCTS

2.01 TESTING INSTRUMENTATION

- A. Furnish any instrumentation or other testing devices needed to conduct tests.

PART 3 EXECUTION

3.01 SERVICES OF SUPPLIER'S REPRESENTATIVES

- A. The Supplier's representative for inspection, supervision of installation, and training must be an experienced and competent technical (not sales) representative of the manufacturer or Supplier.
- B. Perform installation, adjustment, and testing of the equipment under the direct supervision of the Supplier's representative where specified.
- C. The Supplier's representative is to instruct the Owner or his authorized personnel on operational procedures and maintenance requirements.
- D. Include the cost of the services of the Supplier's representative in the equipment price.

3.02 INSPECTION AND STARTUP

- A. Inspect equipment prior to placing any equipment or system into operation. Make adjustments as necessary for proper operation.
 - 1. Check for adequate and proper lubrication.
 - 2. Determine that parts or components are free from undue stress from structural members, piping or anchorage.
 - 3. Adjust equipment for proper balance and operations.
 - 4. Determine that vibrations are within acceptable limits.
 - 5. Determine that equipment operates properly under full load conditions.
 - 6. Determine that the equipment is in true alignment.
- B. Have the Supplier's representative present when the equipment is placed in operation.
 - 1. The Representative is to be on site as often as necessary for proper and trouble free operation.
 - 2. Ensure that the proper procedure is employed in startup of systems.
- C. Provide Equipment Installation Reports for Equipment.
 - 1. Certify that the equipment and related appurtenances have been thoroughly examined and approved for start-up and operation.
 - 2. Include the date when Owner's personnel were instructed in the proper operation and maintenance of the equipment in the report.

3.03 STARTING REQUIREMENTS

- A. Refer to the individual sections of the specifications for specific start up procedures.

3.04 INITIAL OPERATION

- A. Start, test, and place equipment and systems into operation for 14 days to allow the Owner and Engineer to observe the operation and overall performance of the equipment and to determine that controls function as intended.
- B. Equipment which operates on a limited or part-time basis shall be operated in the presence of the Engineer to demonstrate that controls function as specified.

- C. Perform acceptance test as specified in individual specification sections. Demonstrate that equipment and systems meet the specified performance criteria.
- D. Unless specifically stated otherwise in the individual equipment specifications, equipment and systems are not substantially complete until the end of this initial operation period. If an exception to this requirement is specifically noted in an individual equipment specification, the exception shall only apply to that particular piece of equipment and not to the remaining components provided under the project.

3.05 OPERATOR TRAINING

- A. Provide instruction and demonstration of the care and operation of the equipment to the Owner's personnel. Instruction is to include classroom and hands-on training.
- B. Provide training in adequate detail to ensure that the trainees who complete the program will be qualified and capable of operating and maintaining the equipment, products, and systems provided.
- C. Operations Training is to include but not be limited to:
 - 1. Orientation to provide an overview of system/subsystem configuration and operation
 - 2. Terminology, nomenclature, and display symbols
 - 3. Operations theory
 - 4. Equipment appearance, functions, concepts, and operation
 - 5. Operating modes, practices and procedures under normal, diminished, and emergency conditions
 - 6. Start-up and shutdown procedures
 - 7. Safety Precautions
 - 8. On-the-job operating experience for monitoring functions, supervisory, or command activities. Include functions and activities associated with diminished operating modes, failure recognition, and responses to system/subsystem and recovery procedures.
 - 9. Content and use of Operation and Maintenance manuals and related reference materials.
- D. Provide training for performing on-site routine, preventive, and remedial maintenance of the equipment, product, or system. Maintenance training is to include but not be limited to:
 - 1. Orientation to provide an overview of system/subsystem concept, configuration, and operation
 - 2. Operations theory and interfaces
 - 3. Instructions necessary to ensure a basic theoretical and practical understanding of equipment appearance, layout and functions
 - 4. Safety precautions
 - 5. Use of standard and special tools and test equipment
 - 6. Adjustment, calibration, and use of related test equipment
 - 7. Detailed preventive maintenance activities

8. Troubleshooting, diagnostics, and testing
 9. Equipment assembly and disassembly
 10. Repair and parts replacement
 11. Parts ordering practices and storage
 12. Failure and recovery procedures
 13. Cabling and/or interface connectors
 14. Content and use of Operation and Maintenance manuals and related reference materials
 15. Procedures for warranty repairs
 16. Lubrication
 17. Procedures, practices, documentation, and materials required to commence system maintenance.
- E. Provide a training plan that indicates the schedule and sequence of the training programs. The training plan is to include for each course:
1. Number of hours for the course.
 2. Agenda and narrative description, including the defined objectives for each lesson.
 3. Draft copy of training handbooks.
 4. A descriptive listing of suggested reference publications.
 5. Audio-visual equipment required for training.
 6. Type and number of tools or test equipment required for each training session.
- F. Provide and use training aids to complement the instruction and enhance learning.
1. Provide training handbooks for use in both the classroom and the hands-on phases of training for each course.
 2. Instructional materials shall include references to the Operation and Maintenance Manuals and identify and explain the use of the manual.
 3. Provide a copy of all audio/visual training materials used in the presentations.
- G. Provide qualified instructors to conduct the training.
1. Instructors must have knowledge of the theory of operation and practical experience with the equipment, product, or system.
 2. Instructors must have successfully conducted similar training courses.
- H. Training may be recorded by the Owner or its consultants for use in future training. Provide legal releases or pay additional fees required to allow training by the manufacturer to be recorded.
- I. Schedule for training is to be approved by Owner.
1. Schedule training and start-up operations for no more than one piece of equipment or system at a time.
 2. Owner may require re-scheduling of training if operations personnel are not available for training on a scheduled date.

3. Provide a minimum of two (2) weeks' notice if training must be rescheduled.
 4. Training is to be limited to 24 hours per week
 5. Time required for training is to be considered in the development of the project schedule.
- J. Schedule and coordinate training for equipment, products, or systems which depend upon other equipment or systems for proper operation so that trainees can be made familiar with the operation and maintenance of the entire operating system.
- K. Conduct a training course for the equipment products and systems provided for the Project. Training is to be adequate to meet the training objectives described above. Details for training will be established in the project specifications for that equipment. Cost for training and startup will be included in the Cost of Work for each equipment package.

3.06 INITIAL MAINTENANCE

- A. Maintain equipment until the project is accepted by the Owner.
1. Insure that mechanical equipment is properly greased, oiled, or otherwise cared for as recommended by the Supplier.
 2. Operate air handling equipment only when filters are in place and are clean. Change filters weekly during construction.
- B. Service equipment per the Supplier's instructions immediately before releasing the equipment to the Owner.
1. Replace replaceable filters and clean permanent filters associated with air handling units or other packaged equipment.
 2. Remove and clean screens at strainers in piping systems.
 3. Clean insects from intake louver screens.

END OF SECTION

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SECTION 01 77 00

CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Comply with requirements of the General Conditions and specified administrative procedures in closing out the Construction Contract.

1.02 SUBMITTALS

- A. Submit affidavits and releases on forms provided by the Engineer.

1.03 SUBSTANTIAL COMPLETION

- A. Submit written notification that the work or designated portion of the work is substantially complete to the Engineer when the work is considered to be substantially complete per the General Conditions. Include a list of the items remaining to be completed or corrected before the project will be considered to be complete.
- B. Engineer shall visit the project site to observe the work within a reasonable time after notification is received to determine the status of completion.
- C. Engineer shall issue notification to the Contractor that the work is either substantially complete or that additional work must be performed before the project may be considered substantially complete.
 - 1. Engineer shall notify the Contractor in writing of items that must be completed before the project can be considered substantially complete.
 - a. Correct the noted deficiencies in the work.
 - b. Issue a second written notice with a revised list of deficiencies when work has been completed.
 - c. Engineer shall revisit the site and the procedure shall begin again.
 - 2. Engineer shall issue a Certificate of Substantial Completion to the Owner when the project is considered to be substantially complete. Certificate shall include a tentative list of items to be corrected before final payment.
 - a. Owner will review and revise the list of items and notify the Engineer of any objections or other items that are to be included in the list.
 - b. Engineer shall prepare and send to the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be corrected or completed.
 - c. Review the list and notify the Engineer in writing of any objections within 10 days of receipt of the Certificate of Substantial Completion.

1.04 FINAL INSPECTION

- A. Submit written certification to the Engineer when the project is complete and:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been completed in compliance with the Contract Documents.

3. Equipment and systems have been tested per Contract Documents and are fully operational.
 4. Final Operations and Maintenance Manuals have been provided to the Owner and all operator training has been completed.
 5. Specified spare parts and special tools have been provided.
 6. Work is complete and ready for final inspection.
- B. Engineer shall make an inspection with the Owner and appropriate regulatory agencies to determine the status of completeness within a reasonable time after the receipt of the Certificate.
- C. Engineer shall issue notice that the project is complete or notify the Contractor that work is not complete or is defective.
1. Submit the request for final payment with Closeout submittals described in Paragraph 1.07 if notified that the project is complete, and the work is acceptable.
 2. Upon receipt of notification from the Engineer that work is incomplete or defective, take immediate steps to remedy the stated deficiencies. Send a second certification to the Engineer when work has been completed or corrected.
 3. Engineer shall re-visit the site and the procedure will begin again.

1.05 REINSPECTION FEES

- A. Pay fees to the Owner to compensate the Engineer for re-inspection of the work required by the failure of the work to comply with the claims of status of completion made by the Contractor.
- B. Owner may withhold the amount of these fees from the Contractor's final payment.
- C. Cost for additional inspections will be billed to the Owner by the Engineer for the actual hours required for the re-inspection and preparation of related reports in accordance with the Engineer's current rate schedule.

1.06 CLOSEOUT SUBMITTALS TO THE ENGINEER

- A. Record Drawings per Section 01 31 00 – Project Management and Coordination.
- B. Keys and keying schedule (if applicable).
- C. Warranties and bonds.
- D. Evidence of payment or release of liens on the forms provided by the Engineer and as required by the General Conditions.
- E. Consent from Surety to Final Payment.
- F. Equipment installation reports on equipment.
- G. Shop drawings, record data, Operations and Maintenance Manuals, and other submittals as required by the Contract Documents.
- H. Specified spare parts and special tools.
- I. ~~Certificates of Occupancy, operating certificates, or other similar releases required to allow the Owner unrestricted use of the work and access to services and utilities.~~

- J. Evidence of final, continuing insurance, and bond coverage as required by the Contract Documents.

1.07 FINAL APPLICATION FOR PAYMENT REQUEST

- A. Submit a preliminary final Application for Payment. This application is to include adjustments to the Contract Amount for:
 - 1. Approved Change Orders
 - 2. Allowances not previously adjusted by Change Order
 - 3. Unit prices
 - 4. Deductions for defective work that has been accepted by the Owner
 - 5. Penalties and bonuses
 - 6. Deductions for liquidated damages
 - 7. Deductions for re-inspection payments per Paragraph 1.05
 - 8. Other adjustments
- B. Engineer shall prepare a final Change Order, reflecting the approved adjustments to the contract amount which have not been covered by previously approved Change Orders.
- C. Submit the final application for payment per the General Conditions, including the final Change Order and Affidavit of Bills Paid.

~~1.08 TRANSFER OF UTILITIES~~

- ~~A. Transfer utilities to the Owner when the Certificate of Substantial Completion has been issued, final cleaning has been completed per Section 01 74 23 – Final Cleaning, and the work has been occupied by the Owner.~~
- ~~B. Submit final meter readings for utilities and similar data as of the date the Owner occupied the work.~~

1.09 WARRANTIES, BONDS AND SERVICE AGREEMENTS

- A. Provide warranties, bonds, and service agreements required by Section 01 33 00 – Shop Drawings and Submittals or by the individual sections of the specifications.
- B. The date for the start of warranties, bonds, and service agreements is established per the General Conditions.
- C. Compile warranties, bonds, and service agreements and review these documents for compliance with the Contract Documents.
 - 1. Each document is to be signed by the respective Supplier or Subcontractor.
 - 2. Each document is to include:
 - a. The product or work item description
 - b. The firm, with the name of the principal, address, and telephone number
 - c. Scope of warranty, bond, or services agreement
 - d. Date, duration, and expiration date for each warranty bond and service agreement

- e. Procedures to be followed in the event of a failure
 - f. Specific instances that might invalidate the warranty or bond
- D. Submit two copies of each document to the Engineer for review and transmittal to the Owner.
 - 1. Submit duplicate sets.
 - 2. Documents are to be submitted on 8-1/2" x 11" paper, punched for a standard three-ring binder.
 - 3. Submit each set in a commercial quality three-ring binder with a durable and cleanable plastic cover. The title "Warranties, Bonds, and Services Agreements", the project name and the name of the Contractor are to be typed and affixed to the cover.
- E. Submit warranties, bonds, and services agreements:
 - 1. At the time of final completion and before final payment.
 - 2. Within 10 days after inspection and acceptance for equipment or components placed in service during the progress of construction.

1.10 CLAIMS AND DISPUTES

- A. Claims and disputes must be resolved prior to recommendations of final Application for Payment. Acceptance of final payment by the Contractor will indicate that any outstanding claims or disputed issues have been resolved to the full satisfaction of the Contractor.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Prepare a complete and detailed Operation and Maintenance Manual for each type and model of equipment or product furnished and installed under this contract.
- B. Prepare the manuals in the form of an instruction manual for the Owner. The manual is to be suitable for use in providing operation and maintenance instruction as required by Section 01 75 00 – Starting and Adjusting.
- C. Provide complete and detailed information specifically for the products or systems provided for this Project. Include the information required to operate and maintain the product or system.
- D. Manuals are to be in addition to any information packed with or attached to the product when delivered. This information is to be taken from the product and provided as an attachment to the manual.
- E. Cost for O&M Manuals provided by Suppliers and Subcontractors as described in this section are to be included in the Cost of Work. Contractor efforts are included in the Contractor's fee for Construction Phase Services.

1.02 SUBMITTALS

- A. Submit manuals in accordance with Section 01 33 00 – Shop Drawings and Submittals. Attach to each manual a copy of the Submittal Transmittal Form with pertinent information completed. Include a digital pdf of all Record drawings and O&M Manual.

1.03 GUARANTEES

- A. Provide copies of the Manufacturer's warranties, guarantees, or service agreements in accordance with Section 01 77 00 –Closeout Requirements.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Print manuals on heavy, first quality paper.
 - 1. Paper shall be 8 1/2" X 11" paper.
 - a. Reduce drawings and diagrams to 8-1/2" X 11" or 11"x17" paper size. 11"x17" drawings and diagrams shall be z-folded to 8-1/2"x11" size.
 - b. When reduction is not practical, fold drawings and place each separately in a clear, super heavy weight, top loading polypropylene sheet protector designed for ring binder use. Provide a typed identification label on each sheet protector.
 - 2. Punch paper for standard three-ring binders.
- B. Place manuals in heavy duty presentation binders, Wilson Jones 385 Line D-Ring or equal.
 - 1. Binders are to have clear front, back, and spine covers.

2. Sheet lifters are to be provided.
3. Size shall be as required for each O&M Manual.
- C. Provide tab indexes for each section of the manual.
 1. Indexes are to be constructed of heavy-duty paper with a reinforced binding edge and punched with 9/32" holes to fit the binders.
 2. Index is to have clear insertable tabs for a typed insert.
- D. Submit copies of each O&M Manual in accordance with Section 01 33 00 – Shop Drawings and Submittals.

2.02 ELECTRONIC MANUAL FORMAT

- A. Manual contents to be provided on any digital media format (CD, DVD, USB drive, etc.).
 1. CD and DVD formats shall have read/write capability.
- B. Provide individual electronic files for each manual.
 1. Acceptable file types for written documents are Portable Document File (PDF). Acceptable file types for drawing files are PDF formats. All files shall be compatible with the latest software version available.
 2. Filename shall identify the plant site, plant area, equipment manufacturer, and date equipment placed in service. i.e. WWTP-PC1-Manufacturer-200503.pdf.
 3. Each electronic file shall contain a table of contents at the beginning of the file which includes hypertext links or bookmarks to navigate the file contents per section/chapter.
 4. Scanned images of written documents are not acceptable. Document must allow character selection. Text within a file shall be transferable to other documents.
- C. Submit a preliminary version of the electronic format of the manual for review. Upon approval of the preliminary submittal, the Contractor shall provide the required number of copies of the electronic manual in accordance with Section 01 33 00 – Shop Drawings and Submittals.

PART 3 EXECUTION

3.01 MANUAL ORGANIZATION AND CONTENTS

- A. Provide a Table of Contents listing each section of the manual for each product or system.
 1. Identify each product or system using the nomenclature shown in the Contract Documents.
 2. Assign a number and letter to each section in the manual.
 - a. Assign a number to each product or system. The number is to correspond to the Owner's equipment numbering system or other system designated by the Engineer.
 - b. A cross reference is to be provided for the Owner's numbering system and designations for equipment indicated in the Contract Documents.
 - c. The letter assigned will represent the part of the manual, consistent with the manual contents as required by Paragraphs 3.02, 3.03, and 3.04.

3. Provide index tabs for each section in the manual.
 4. The designation on each index tab is to correspond to the number and letter assigned in the Table of Contents.
- B. Include only the information that pertains to the product described. Annotate each sheet to:
1. Clearly identify the specific product or component installed.
 2. Clearly identify the data applicable to the installation.
 3. Delete reference to inapplicable information.
- C. Supplement manual information with drawings as necessary to clearly illustrate relations of component parts of equipment and systems, and control and flow diagrams.
- D. Identify each manual by placing a printed cover sheet in the front cover of the binder and as the first page in the manual. The first page is to be placed in a clear polypropylene sheet protector. The information on first page and the cover page are to include:
1. Name of Owner
 2. Project Name
 3. Volume number
 4. The Table of Contents for that volume
- E. Insert the Table of Contents into the spine of each manual.
- F. Manuals for several products or systems may be provided in the same binder.
1. Sections for each product or system must be included in the same binder.
 2. Sections must be in numerical order from volume to volume.
- G. Correlate the data into related groups when multiple binders are used.
- H. Fill binders to only 3/4 of its indicated capacity to allow for addition of materials to each binder by the Owner.

3.02 EQUIPMENT AND SYSTEMS MANUAL CONTENT

- A. Manual shall provide the following information:
1. A description of the unit and component parts.
 2. Operating instructions for startup, normal operations, regulation, control, shutdown, emergency conditions, and limiting operating conditions.
 3. Maintenance instructions including assembly, installation, alignment, adjustment, and checking instructions.
 4. Lubrication schedule and lubrication procedures. Include a cross reference for recommended lubrication products.
 5. Troubleshooting guide.
 6. Schedule of routine maintenance requirements.
 7. Description of sequence of operation by the Control Manufacturer.
 8. Warnings for detrimental maintenance practices.
 9. Parts lists including:

- a. Part numbers for ordering new parts
 - b. Assembly illustrations showing an exploded view of the complex parts of the product
 - c. Predicted life of parts subject to wear
 - d. List of the Manufacturer's recommended spare parts, current prices with effective date and number of parts recommended for storage
 - e. Directory of a local source of supply for parts with company name, address, and telephone number
 - f. Complete nomenclature and list of commercial replacement parts.
- 10. Outline, cross section and assembly drawings, engineering data, test data, and performance curves.
 - 11. Control schematics and point to point wiring diagrams prepared for field installation, including circuit directories of panel boards and terminal strips.
 - 12. List of identification nameplates installed on equipment and valve identification per the Contract Documents.
 - 13. Other information as may be required by the individual sections of the specifications.

3.03 ELECTRICAL AND ELECTRONICS SYSTEMS MANUAL

- A. Manual shall provide the following information:
 - 1. A description of the systems and component parts.
 - 2. Control schematics and point to point wiring diagrams prepared for field installation. Include circuit directories of panel boards and terminal strips and as installed color coded wiring diagrams.
 - 3. Operating procedures, maintenance procedures, and the Manufacturer's printed operating and maintenance instructions.
 - 4. List of the Manufacturer's recommended spare parts, current prices with effective date, and number of parts recommended for storage.
 - 5. Other information as may be required by the individual sections of the specifications.

3.04 ARCHITECTURAL PRODUCTS MANUAL

- A. Manual shall provide the following information:
 - 1. Information required for ordering replacement products.
 - 2. Instructions for care and maintenance.
 - 3. List of the Manufacturer's recommended lubricants.
 - 4. The Manufacturer's recommendations for types of cleaning agents and methods.
 - 5. Cautions against cleaning agents and methods that are detrimental to the product.
 - 6. Recommended maintenance and cleaning schedule.
- B. Final balancing reports for mechanical systems.

- C. Other information as may be required by the individual sections of the specifications.

3.05 LIST OF SERVICE ORGANIZATIONS

- A. Provide a directory of authorized service organizations with company name, address, telephone number, e-mail address and the contact person for warranty repair.

END OF SECTION

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SECTION 03 60 00

GROUT

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and install grout complete as shown on the Drawings and as specified herein.

1.02 RELATED WORK

- A. Section 03 11 00 – Concrete Formwork
- B. Section 03 15 00 – Concrete Joints and Joint Accessories
- C. Section 03 30 00 – Cast-in-Place Concrete
- D. Section 03 20 00 – Concrete Reinforcement

1.03 SUBMITTALS

- A. Submit shop drawings and product data showing materials of construction and details of installation for:
 - 1. Commercially manufactured nonshrink cementitious grout. The submittal shall include catalog cuts, technical data, storage requirements, product life, working time after mixing, temperature considerations, conformity to required ASTM standards and Material Safety Data Sheet.
 - 2. Cement grout. The submittal shall include the type and brand of the cement, the gradation of the fine aggregate, product data on any proposed admixtures and the proposed mix of the grout.
- B. Samples
 - 1. Samples of commercially manufactured grout products when requested by the ENGINEER.
 - 2. Aggregates for use in concrete grout when requested by the ENGINEER.
- C. Laboratory Test Reports
 - 1. Submit laboratory test data as required under Section 03 30 00 for concrete to be used as concrete grout.
- D. Qualifications
 - 1. Submit documentation that manufacturers of commercially manufactured grout products have at least 10 years experience in the production and use of the proposed grouts which they will supply.

1.04 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM C531 - Standard Test Method for Linear Shrinkage and Coefficient of Thermal Expansion of Chemical Resistant Mortars, Grouts and Monolithic Surfacing and Polymer Concretes
 - 2. ASTM C579 - Standard Test Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts and Monolithic Surfacing and Polymer Concretes
 - 3. ASTM C827 - Standard Test Method for Change in Height at Early Ages of Cylindrical Specimens from Cementitious Mixtures
 - 4. ASTM C1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)
- B. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.05 QUALITY ASSURANCE

- A. Qualifications
 - 1. Manufacturers of commercially manufactured grout products shall have a minimum of 10 years experience in the production and use of the type of grout proposed for the work.
- B. Field Testing
 - 1. All field testing and inspection services required will be provided by the CONTRACTOR. The CONTRACTOR shall assist in the sampling of materials and shall provide any ladders, platforms, etc, for access to the work. The methods of testing will comply with the applicable ASTM Standards.
 - 2. The field testing of Concrete Grout will be as specified for concrete in Section 033000.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the jobsite in original, unopened packages, clearly labeled with the manufacturer's name, product identification, batch numbers and printed instructions.
- B. Store materials in full compliance with the manufacturer's recommendations. Total storage time from date of manufacture to date of installation shall be limited to 6 months or the manufacturer's recommended storage time, whichever is less.
- C. Material which becomes damp or otherwise unacceptable shall be immediately removed from the site and replaced with acceptable material at no additional expense to the OWNER.
- D. Nonshrink cement-based grouts shall be delivered as preblended, prepackaged mixes requiring only the addition of water.

1.07 DEFINITIONS

- A. Nonshrink Grout: A commercially manufactured product that does not shrink in either the plastic or hardened state, is dimensionally stable in the hardened state and bonds to a clean base plate.

PART 2 PRODUCTS

2.01 GENERAL

- A. The use of a manufacturer's name and product or catalog number is for the purpose of establishing the standard of quality desired.
- B. Like materials shall be the products of one manufacturer or supplier in order to provide standardization of appearance.

2.02 MATERIALS

- A. Nonshrink Cementitious Grout
 - 1. Nonshrink cementitious grouts shall meet or exceed the requirements of ASTM C1107, Grades B or C. Grouts shall be portland cement based, contain a pre-proportioned blend of selected aggregates and shrinkage compensating agents and shall require only the addition of water. Nonshrink cementitious grouts shall not contain expansive cement or metallic particles. The grouts shall exhibit no shrinkage when tested in conformity with ASTM C827.
 - a. General purpose nonshrink cementitious grout shall conform to the standards stated above and shall be SikaGrout 212 by Sika Corp.; Set Grout by Degussa Building Systems; NS Grout by The Euclid Chemical Co.; Five Star Grout by Five Star Products, Inc or approved equal.
 - b. Flowable (Precision) nonshrink cementitious grout shall conform to the standards stated above and shall be Masterflow 928 by Degussa Building Systems; Hi-Flow Grout by the Euclid Chemical Co.; SikaGrout 212 by Sika Corp.; Five Star Grout or Five Star Fluid Grout 100 by Five Stars Products, Inc or approved equal.
- B. Cement Grout
 - 1. Cement grouts shall be a mixture of one part portland cement conforming to ASTM C150, Types I, II, or III and 1 to 2 parts sand conforming to ASTM C33 with sufficient water to place the grout. The water content shall be sufficient to impart workability to the grout but not to the degree that it will allow the grout to flow.
- C. Water
 - 1. Potable water, free from injurious amounts of oil, acid, alkali, organic matter, or other deleterious substances.

PART 3 EXECUTION

3.01 PREPARATION

- A. shall be placed over cured concrete that has attained its full design strength unless otherwise approved by the ENGINEER.

- B. Concrete surfaces to receive grout shall be clean and sound, free of ice, frost, dirt, grease, oil, curing compounds, laitance and paints and free of all loose material or foreign matter which may effect the bond or performance of the grout.
- C. Roughen concrete surfaces by chipping, sandblasting, or other mechanical means to ensure bond of the grout to the concrete. Remove loose or broken concrete. Irregular voids or projecting coarse aggregate need not be removed if they are sound, free of laitance and firmly embedded into the parent concrete.
 - 1. Air compressors used to clean surfaces in contact with grout shall be the oilless type or equipped with an oil trap in the airline to prevent oil from being blown onto the surface.
- D. Remove all loose rust, oil or other deleterious substances from metal embedments or bottom of baseplates prior to the installation of the grout.
- E. Concrete surfaces shall be washed clean and then kept moist for at least 24 hours prior to the placement of cementitious or cement grout. Saturation may be achieved by covering the concrete with saturated burlap bags, use of a soaker hose, flooding the surface, or other method acceptable to the ENGINEER. Upon completion of the 24 hour period, visible water shall be removed from the surface prior to grouting. The use of an adhesive bonding agent in lieu of surface saturation shall only be used when approved by the ENGINEER for each specific location of grout installation.
- F. Epoxy-based grouts do not require the saturation of the concrete substrate. Surfaces in contact with epoxy grout shall be completely dry before grouting.
- G. Construct grout forms or other leakproof containment as required. Forms shall be lined or coated with release agents recommended by the grout manufacturer. Forms shall be of adequate strength, securely anchored in place and shored to resist the forces imposed by the grout and its placement.
 - 1. Forms for epoxy grout shall be designed to allow the formation of a hydraulic head and shall have chamfer strips built into forms.
- H. Level and align the structural or equipment bearing plates in accordance with the structural requirements and the recommendations of the equipment manufacturer.
- I. Equipment shall be supported during alignment and installation of grout by shims, wedges, blocks or other approved means. The shims, wedges and blocking devices shall be prevented from bonding to the grout by appropriate bond breaking coatings and removed after grouting unless otherwise approved by the ENGINEER.

3.02 INSTALLATION - GENERAL

- A. Mix, apply and cure products in strict compliance with the manufacturer's recommendations and this Section.
- B. Have sufficient manpower and equipment available for rapid and continuous mixing and placing. Keep all necessary tools and materials ready and close at hand.
- C. Maintain temperatures of the foundation plate, supporting concrete, and grout between 40 and 90 degrees F during grouting and for at least 24 hours thereafter or as recommended by the grout manufacturer, whichever is longer. Take precautions to minimize differential heating or cooling of baseplates and grout during the curing period.

- D. Take special precautions for hot weather or cold weather grouting as recommended by the manufacturer when ambient temperatures and/or the temperature of the materials in contact with the grout are outside of the 60 and 90 degrees F range.
- E. Install grout in a manner which will preserve the isolation between the elements on either side of the joint where grout is placed in the vicinity of an expansion or control joint.
- F. Reflect all existing underlying expansion, control and construction joints through the grout.

3.03 INSTALLATION - CEMENT GROUTS AND NONSHRINK CEMENTITIOUS GROUTS

- A. Mix in accordance with manufacturer's recommendations. Do not add cement, sand, pea gravel or admixtures without prior approval by the ENGINEER.
- B. Avoid mixing by hand. Mixing in a mortar mixer (with moving blades) is recommended. Pre-wet the mixer and empty excess water. Add premeasured amount of water for mixing, followed by the grout. Begin with the minimum amount of water recommended by the manufacturer and then add the minimum additional water required to obtain workability. Do not exceed the manufacturer's maximum recommended water content.
- C. Placements greater than 3-in in depth shall include the addition of clean, washed pea gravel to the grout mix when approved by the manufacturer. Comply with the manufacturer's recommendations for the size and amount of aggregate to be added.
- D. Place grout into the designated areas in a manner which will avoid segregation or entrapment of air. Do not vibrate grout to release air or to consolidate the material. Placement should proceed in a manner which will ensure the filling of all spaces and provide full contact between the grout and adjoining surfaces. Provide grout holes as necessary.
- E. Place grout rapidly and continuously to avoid cold joints. Do not place cement grouts in layers. Do not add additional water to the mix (retemper) after initial stiffening.
- F. Just before the grout reaches its final set, cut back the grout to the substrate at a 45 degree angle from the lower edge of bearing plate unless otherwise approved by the ENGINEER. Finish this surface with a wood float (brush) finish.
- G. Begin curing immediately after form removal, cutback, and finishing. Keep grout moist and within its recommended placement temperature range for at least 24 hours after placement or longer if recommended by the manufacturer. Saturate the grout surface by use of wet burlap, soaker hoses, ponding or other approved means. Provide sunshades as necessary. If drying winds inhibit the ability of a given curing method to keep grout moist, erect wind breaks until wind is no longer a problem or curing is finished.

3.04 GROUT SCHEDULE

- A. The following list indicates where the particular types of grout are to be used:
 - 1. General purpose nonshrink cementitious grout: Use at all locations where non shrink grout is called for on the plans except for base plates greater in area than 3-ft wide by 3-ft long and except for the setting of anchor rods, anchor bolts or reinforcing steel in concrete.
 - 2. Flowable nonshrink cementitious grout: Use under all base plates greater in area than 3-ft by 3-ft. Use at all locations indicated to receive flowable nonshrink grout by the Drawings. The CONTRACTOR, at his/her option and convenience, may also

substitute flowable nonshrink grout for general purpose nonshrink cementitious grout.

3. Cement grout: Cement grout may be used for grouting of incidental base plates for structural and miscellaneous steel such as post base plates for platforms, base plates for beams, etc. It shall not be used when nonshrink grout is specifically called for on the Drawings or for grouting of primary structural steel members such as columns and girders.

END OF SECTION

SECTION 33 01 10.91

WATER WELL REHABILITATION

PART 1 GENERAL

1.01 SECTION INCLUDES:

- A. The contract work to be performed under this section of the Specifications includes furnishing all labor, materials, equipment, implements, transportation, supplies and supervision for performing all operations in connection with the rehabilitation of an existing water well.
- B. All items shall be completed in strict accordance with this section of the Specifications and the applicable drawings and subject to the terms and conditions of the Contract.

1.02 REFERENCE STANDARDS

- A. Design, manufacture and assembly of elements of the equipment herein specified shall be in accordance with, but not limited to, published standards of the following, as applicable.
 - 1. American Water Works Association (AWWA)
 - a. AWWA A100 – Water Wells

1.03 SCOPE OF SERVICES

- A. The order of work shall be as follows:
 - 1. Disconnect existing discharge piping from underground distribution line and dispose of at an approved facility.
 - 2. Remove fill material from well bottom.
 - 3. Run post-remediation camera survey.
 - 4. Install test pump and pump well for 8-hours at no less than 800 gpm recording water level within the well.
 - 5. Observe water level in well over a 4-hour recovery period.
 - 6. Remove test pumping equipment from well.
 - 7. Install permanent pumping equipment and new discharge piping assembly.
 - 8. Performance test new pumping equipment in accordance with Section 33 11 33 – Vertical Turbine Well Pump.
 - 9. Collect water samples and complete bacteriological testing and analysis as required by TCEQ regulations.

1.04 SUBMITTALS

- A. Submit the following shop drawings in accordance with Section 01 33 00 – Shop Drawings and Submittals:
 - 1. Test Results: Submit results of passing bacteriological tests.

1.05 QUALITY ASSURANCE

- A. Worker's Qualifications: The person supervising the Work of this Section and the workers actually performing the well work shall be personally experienced in well construction and shall have been regularly employed by a company engaged in well construction for a minimum of 3 years.
 - 1. Furnish to the Engineer the names and addresses of 5 similar projects which the foregoing people have worked on during the past 3 years.
- B. Disinfection: Conform to provisions of AWWA Standards A100 and C654 except where modified herein. Maintain a copy of these standards at the job site.

1.06 DESCRIPTION OF WELL

- A. Well No. 11:
 - 1. Drilled January 1973 – Well data from completion report by William F. Guyton & Associates, August 1973
 - a. 24-inch surface casing; depth, 587 feet
 - b. 16-inch liner; depth, 520-593 feet
 - c. 16-inch by 12 ¾ -inch swege, depth 593-594 feet
 - d. 12 ¾ -inch liner; depth, 594-595 feet
 - e. 12 ¾ -inch stainless steel screen #45 slot, depth 595-645 feet
 - f. 12 ¾ -inch stainless steel screen #35 slot, depth 645-670 feet
 - g. 12 ¾ -inch liner & BPV; depth 670-685.00 feet
 - h. 840-gpm nominal Layne 12RKAL/10 stage vertical turbine lineshaft pump with a primary design operating point of 840 gpm at 662' TDH and 580-foot pump setting and 250-hp motor.

PART 2 PRODUCTS

2.01 TEMPORARY EQUIPMENT AND MATERIALS

- A. Well cleaning equipment as required to perform the work.
- B. Video Survey Equipment:
 - 1. Video Images:
 - a. Full color, 360-degree side view projected on a television monitor.
 - b. Continuous logging action video recorded for permanent record. Deliver one DVD copy of all videos produced to Engineer and/or Owner's Representative.
 - 2. Minimum Camera Requirements:
 - a. Scanning system: 525 line, 60Hz NTSC or 625, 50Hz PAL
 - c. TV line resolution: 350 (H) x 360 (V)
 - d. Minimum illumination: 10 lux or one foot candle (F=1.4)
 - e. Remote functions:

- 1) Iris control (F1.4-F22)
 - 2) Motorized focus control
 - 3) Automatic white balance
- C. Chlorine: Liquid, powder or solution for use as a disinfectant agent.
- D. Sampling Containers: Type and size required by the approved Environmental Laboratory for the specified water quality analyses.

PART 3 EXECUTION

3.01 PREPARATION

- A. Remove and dispose of all pump and discharge piping components.
- B. Remove and dispose of existing concrete well sealing block and pipe supports.

3.02 PRE-REHABILITATION YIELD TESTING (NOT USED)

3.03 PRE-REHABILITATION VIDEO SURVEY

- A. Upon removal of the existing pump, Contractor shall conduct a video survey in the presence of the Engineer and/or Owner's Representative of the entire depth of the well for visual assessment of the wells condition pre-rehabilitation.
- B. Video equipment shall be in accordance with Item 2.01.D. of this Section.

3.04 WELL REHABILITATION

- A. Wire brush the well liner with a chlorine solution.
- B. Jet all debris, fill, oil, and other materials from well.

3.05 WELL REDEVELOPMENT

- A. Redevelop the well by surging, backwashing, compressed air and other approved methods until no sand appears in the water.

3.06 POST-REHABILITATION YIELD TESTING

- A. Contractor shall provide pumping equipment and piping necessary for completion of a 12-hour yield test. Pumping equipment must be able to provide a flow rate of at least 800 gpm with pump setting and performance capabilities based upon observed water well levels. Flow meter, gate valve, check valve and temporary discharge piping shall be installed prior to test pumping. Care shall be given to protect the site from erosion or nuisance test water.
- B. The first 12-hours of the test shall consist of a step rate test. During this test the well shall be pumped at no less than 4 different flow rates, one of which shall be the desired capacity of the well.
- C. The first 8-hours of the test shall be conducted at a constant rate equivalent to the desired capacity of the well, or alternate flow rate as recommended by Contractor and approved by the Engineer.

- D. Water level measurements shall be taken within the well at sufficient intervals to establish a well drawdown curve, but shall be no more than 15-minutes apart.
- E. Upon completion of testing Contractor shall meet with Engineer and Owner to establish final conditions of service for the new vertical line shaft pump including flow rate, discharge head, bowl setting and motor size.

3.07 POST-REHABILITATION RECOVERY TESTING

- A. Upon completion of the post-rehabilitation yield testing the Contractor shall conduct a post-rehabilitation recovery test.
- B. Recovery testing shall be conducted for 4-hours with water level readings in accordance with Item 3.06.D. of this Section.

3.08 POST-REHABILITATION VIDEO SURVEY

- A. Upon completion of well rehabilitation and well yield testing the Contractor shall conduct a video survey in the presence of the Engineer and/or Owner's Representative of the entire depth of the well for visual assessment of the wells condition post-rehabilitation.
- B. Video equipment shall be in accordance with Item 2.01.D. of this Section.

3.09 DISINFECTION

- A. Disinfect water well, pump and discharge piping assembly in accordance with TCEQ regulations and AWWA standards.
- B. Contractor shall be responsible for all required water testing and shall furnish reports from a certified testing laboratory to the Engineer.
- C. Contractor shall be responsible for disposal of super-chlorinated water. Discharge of super-chlorinated water to the environment is not allowed. Contractor shall be responsible for all damages as a result of super-chlorinated water discharges.
- D. Contractor shall repeat the disinfection of the well upon failure of the bacteriological analysis. Disinfection shall be repeated until all bacteriological testing has passed.

3.10 WATER QUALITY ANALYSIS (NOT USED)

3.11 RESTORATION

- A. Restore the site to a condition equal to or better than that prior to the Work.

END OF SECTION

SECTION 33 11 33

VERTICAL TURBINE WELL PUMP

PART 1 GENERAL

1.01 DESCRIPTION

- A. The contract work to be performed under this section of the Specifications includes furnishing all labor, materials, equipment, implements, transportation, supplies and supervision for performing all operations in connection with the installation of vertical turbine pumping units and driver. Accessories shall be furnished as required for a complete functioning pumping unit in accordance with the specified performance and installation conditions.
- B. All items shall be completed in strict accordance with this section of the Specifications and the applicable drawings and subject to the terms and conditions of the Contract.

1.02 REFERENCE SPECIFICATIONS

- A. Section 01 33 00 – Shop Drawings and Submittals
- B. Section 03 30 00 – Cast-In-Place Concrete
- C. Section 03 60 00 – Grout

1.03 REFERENCE STANDARDS

- A. Design, manufacture and assembly of elements of the equipment herein specified shall be in accordance with, but not limited to, published standards of the following, as applicable.
- B. American Water Works Association (AWWA)
 - 1. AWWA E103 – Horizontal and Vertical Line-Shaft Pumps
 - 2. AWWA C210 – Liquid-Epoxy Coating Systems for the Interior and Exterior of Steel Water Pipelines
- C. American National Standards Institute (ANSI)
- D. American Society of Testing and Materials (ASTM)
- E. Hydraulic Institute Standards

1.04 ORDERING OF PUMP AND MOTOR

- A. The pump and motor shall not be ordered without written instructions or approval of the Engineer. Written instructions or approval of the Engineer shall occur after the satisfactory completion, as determined by the Engineer, of the pumping test of the well. Once the Engineer's instructions are received, the Contractor shall order the pump and motor as soon as practical. No pump bowl assembly shall be assembled or released for shipment without the written approval of the Engineer.

1.05 SUBMITTALS

- A. Submit the following shop drawings in accordance with Section 01 33 00 "Shop Drawings and Submittals":**
- 1. Data regarding pump and motor characteristics and performance:**
 - a. Prior to fabrication and testing, provide guaranteed field performance curves based upon present operating conditions and actual shop tests of mechanically duplicate pumps, showing they meet indicated and specified requirements for head, capacity, horsepower, efficiency and NPSHr.**
 - (1) For units of same size and type, provide curves for a single unit only.**
 - (2) Provide catalog performance curves at maximum pump speed indicated and specified for each service showing maximum and minimum impeller diameters available, acceptable operating range (AOR) and preferred operating range (POR).**
 - (3) Curves must be rated at the discharge of the pump bowl assembly.**
 - 2. Shop drawing data for accessory items.**
 - 3. Setting plans, with tolerances, for anchor bolts.**
 - 4. Manufacturer's literature as needed to supplement certified data.**
 - 5. Operating and maintenance instructions and parts lists.**
 - 6. Certified results of hydrostatic testing.**
 - 7. Certified results of dynamic balancing.**
 - 8. Bearing temperature operating range for the service conditions specified.**
 - 9. List of recommended spare parts other than those specified.**
 - 10. Shop and field inspection reports.**
 - 11. Bearing Life: Certified by the pump manufacturer. Include design data.**
 - 12. Pump shop test results.**
 - 13. Motor shop test results.**
 - 14. Qualifications of field service engineer.**
 - 15. Recommendations for short and long-term storage.**
 - 16. Shop and field testing procedures, pump and piping set up, equipment to be used and ANSI/HI testing tolerances to be followed.**
 - 17. Special tools.**
 - 18. Results of field vibration test data including a vibration signature for each pump and drive assembly. Provide vibration testing procedure for review.**
 - 19. Manufacturer's product data, specifications and color charts for shop painting.**
 - 20. The latest ISO 9001 series certification.**

1.06 QUALITY ASSURANCE

- A. The equipment covered by these Specifications is intended to be standard pumping equipment of proven ability as manufactured by reputable concerns having extensive experience in the production of such equipment. Units specified herein shall be furnished by a single manufacturer. The equipment furnished shall be designed and constructed in accordance with the best practice and methods, and shall operate satisfactorily when installed as shown on the Drawings.
- B. The pump manufacturer shall be fully responsible for the design, arrangement, and operation of all connected rotating components, including soleplates, if any, of the assembled pumping unit mounted on a cast iron or fabricated steel base plate to ensure that neither harmful nor damaging vibrations occur at any speed within the specified operating range.
- C. The pump manufacturer shall have furnished pumping units, in the United States, which are similar to design, type and service, and comparable in size, head, and capacity to those specified to be furnished. Such comparable pumping units shall have been in operation for a period of not less than five (5) years.
- D. Both the pump and motor manufacturer shall currently have maintenance and repair facilities established and in operation in the United States for a period of not less than three (3) years. Such facilities shall be fully equipped and staffed with quality personnel for making repairs to damaged pumps and motors, and shall carry or have direct access to a full line of normal maintenance spare parts.
- E. The Contractor shall obtain the pumps, motors, discharge columns, discharge heads and appurtenances from the pump manufacturer, as a complete and integrated package to insure proper coordination, compatibility and operation of the system. The pump manufacturer shall be responsible for the furnishing and performance of the complete pumping units.
- F. Services of Manufacturer's Representative.
 - 1. Provide services of pump manufacturer's factory service technician specifically trained in the installation, operation and maintenance of pumping units as specified herein. The services of the manufacturer's representative shall be made available during the installation period for assistance to the Contractor for adjusting and checking equipment.
 - 2. Service technician must have a minimum of five (5) years of experience, all within the last seven (7) years, on the type and size of equipment.
 - 3. Service technician must be present on site for all items listed below. Man-hour requirements tabulated below are exclusive of travel time and do not relieve the Contractor of obligation to provide sufficient service to place equipment in satisfactory operation.

4. The factory representative shall be provided for trips and durations as noted below.

Services Provided by Factory Representative	Minimum Number of Trips ⁽¹⁾	Minimum Time On Site Per Trip (hours)
Supervise unloading	1	4
Supervise installation, check pump leveling and pre-alignment ⁽²⁾	1	12
Inspect final pump alignment ⁽³⁾	1	8
Supervise start-up and initial run to demonstrate successful operation	1	8
Instruct Owners Representative in proper start-up and O&M ⁽⁴⁾	1	8
⁽¹⁾ Representative shall be present at frequent enough intervals to ensure proper installation, testing and initial operation of equipment. ⁽²⁾ Before grouting and piping connection. ⁽³⁾ After grouting and piping connection. The manufacturer's representative shall provide to the Owner's Representative a written certification that each pump has been installed in accordance with the manufacturer's recommendations. ⁽⁴⁾ In the event the services of the manufacturer's representative are needed and requested by the Contractor for periods longer than indicated in these Contract Documents, payment for such services shall be made by the Contractor. No payment shall be due for time spent by the representative due to faulty design, fabrication, or installation of the equipment.		

5. If equipment proposed is heavier or taller, than specified and indicated; provide all structural, architectural, mechanical, electrical and plumbing revisions at no additional cost to the Owner.
- a. If equipment is heavier than specified, the Contractor shall provide all hoisting equipment sized to maintain the minimum safety factor between the specified maximum equipment weight and the lifting capacity of the hoisting equipment indicated and specified.

1.07 DELIVERY, STORAGE AND HANDLING

- A. The pump manufacturer shall provide unloading, storage and handling instructions, prior to shipment.
- B. All components and parts shall be properly protected so that no damage or deterioration will occur during shipment. All pumping units shorter than 25 feet long shall be assembled as much as practical for shipment. Units longer than 25 feet shall be shipped in the practical array of sub-assemblies.
- C. All openings such as the suction and discharge flanges shall be covered with wood or metal blanks or properly sealed in plastic for shipment.
- D. To prevent damage during shipment, all drivers and mechanical seals shall be installed at the project site.
- E. All equipment shall be delivered in good, sound condition and free from damage. Equipment, which has been damaged, will be rejected. Pump manufacturer shall be on site to witness arrival, inspection and unloading process.

- F. The Contractor shall be responsible for proper unloading, handling and storage of equipment in accordance with manufacturer's instructions. Motor space heaters shall be promptly energized and pumping units shall be housed in weatherproof enclosures at all times during storage.

1.08 MAINTENANCE

- A. Furnish one set of all special tools required for proper servicing of all equipment supplied under these Specifications, packed in a suitable steel tool chest with a lock. Furnish the manufacturer's standard set of spare parts for one pump, including at least the following:
 - 1. One complete set of gaskets.
 - 2. One mechanical seal repair kit for each pump provided with mechanical seals.

1.09 PERFORMANCE GUARANTEE

- A. Vendor shall warrant the equipment furnished under this Specification for a period of one (1) year against defects in materials and workmanship and operational failures.
- B. In the event of failure of any part, or parts, of the equipment during the first year of service, provided that the equipment has been operated and maintained in accordance with good practice, the Vendor shall furnish, deliver, and install the defective part, or parts, at their own expense.
- C. The first year of service shall be interpreted as the twelve (12) month period following installation, adjusting and acceptance testing, and the start of actual commercial operation of the equipment.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturers (in no specific order):
 - 1. Goulds Pumps
 - 2. Peerless Pumps
 - 3. Hydroflo Pumps USA, Inc.
 - 4. National Pump.
 - 5. Flowserve Pumps.
- B. Requests for "or equal" substitution shall be submitted to Engineer prior to submission of Contractors bid with sufficient time for review and approval.

2.02 GENERAL

- A. The pumps shall be deep well, line shaft type, multi-stage, vertical turbine pumps of standard dimensions so that parts will be interchangeable between similar units. Column pipe friction losses and losses of strainer, discharge head and pump are not included in the estimated field head.
- B. Pumps shall be designed, manufactured, inspected and tested in accordance with AWWA E-103, the Hydraulic Institute Standards and the requirements of this Specification.

- C. Provide two lifting lugs on each pump column section.
- D. Pumps shall be furnished by a single manufacturer.

2.03 SYSTEM DESCRIPTION

- A. The pumping units shall be designed for installation at the project location indicated on the Drawings and specified herein.
- B. The units shall be designed for pumping untreated groundwater and the following conditions of service.

- 1. The pumps will be started against an open gate/butterfly valve, a closed check valve and/or a closed gate/butterfly valve.
- 2. The complete pumping unit, including the motor, when tripped due to power failure, shall be suitable for reverse rotation without damage to any part of the pump or motor due to water flowing backwards through the system. Reverse rotation characteristics shall be submitted with the bids.

- 3. Performance Requirements:

Primary Rated Capacity (gpm)	840
Estimated Field Head (feet)	662
Line Shaft (Open or Enclosed)	Enclosed
Line Shaft Bearings	Bronze
Line Shaft Lubrication	Oil
Existing Motor Speed (rpm)	1,800
Existing Motor Power (hp)	250
Motor Voltage (volts)	460
Minimum Pumping Efficiency at Rated Capacity (%)	80

- 4. Pump Setting Requirements:

Estimated Elev. Ground Surface	370' AMSL
Estimated Bowl Setting	580' BGS
Minimum Column Pipe Diameter (inches)	8
Minimum Column Pipe Wall Thickness (inches)	0.322
Pump Discharge Piping Size (inches)	8
Well Surface Casing Size (inches)	24
Well Inner Liner and Screen Size (inches)	16/12.75
Equipment Pad Size	Existing

- C. The above conditions of service are based upon the existing well pump data.

2.04 DISCHARGE HEAD ASSEMBLY

- A. Discharge Head:
 - 1. The existing discharge head shall be reused with the new pump and column assembly.
 - 2. The existing discharge head shall be skim cut machined, sand blasted, primed and epoxy coated

3. The existing discharge head shall be fitted with a new tube tension assembly consisting of a bronze CDA836 tension bearing installed in top oil tube, threaded tension nut to apply proper tension on oil tube, sealing between tension nut and discharge head shall be accomplished with "o" rings. Locknut with "o" ring and set screw to lock tension assembly after proper tension is accomplished.
4. A new lubricator, operated by an electric solenoid, sight drip feed, and one manual sight drip feed, 120 volt immersible, and adjustable heater shall be provided for use with the existing oil reservoir.
5. The head shaft shall be 416SS and shall be turned, ground and polished with a surface finish better than 40 RMS. The head shaft or top shaft shall not exceed 10 feet in length. There shall be a separate motor drive shaft, coupled to the head shaft by a threaded coupling. The pump manufacturer shall include a method of adjusting the pump impellers at the top of the motor drive shaft.
6. The pump shall be supplied with a sub-base plate so designed as to permit the extension of the well casing up into the base plate at least one inch (1"). A rubber gasket shall be provided as a water tight seal between the well head and the pump head. The base plate shall be fitted with an adjustable type top column flanged for connecting the column pipe to the discharge head.

B. Stuffing Box:

1. The pump shall be equipped with a cast iron stuffing box, suitably drilled and tapped with a flush fitting, and shall contain a minimum of five (5) rings of acrylic graphite packing and a grease chamber. It shall be rated for 125 psi discharge pressure and have a pressure relief connection. The packing gland shall be a 316 SS split type secured in place with non-corrosive (316 SS or equal) studs, lock washers and nuts. The bearing shall be C89835 bronze. A rubber slinger shall be secured to the shaft above the packing gland to prevent water from entering the motor bottom housing. A pre-lube water system shall be provided capable of automatic start 5 minutes prior to the pump starting for proper line shaft bearing lubrication.

2.05 COLUMN ASSEMBLY

A. Column Pipe:

1. Column pipe shall be A53, Grade B seamless prime pipe. "Limited Service" or "Mill Reject" pipe will not be acceptable.
2. The column pipe shall be furnished in interchangeable sections ten or twenty feet (10' or 20') in length, with exception of the top and bottom sections which shall be ten feet (10') in length, and shall be connected with threaded sleeve type couplings. The ends of each section of column pipe shall be machined with 8 threads per inch with 3/16" taper. The pipe shall be threaded and machined to ensure that the ends butt against the bearing retainer shoulder for proper alignment and securing the bearing retainers in place.
3. The column size shall be such that the friction loss will not exceed 5 feet per 100 feet of length at the rated capacity of the pump.
4. A rigid type bearing retainer shall be provided at each column joint for supporting the line shaft bearings. The bearing material shall be suitable for the maximum temperature and liquid being pumped.

5. The Column pipe shall have a zinc anode ribbon attached to the full length of the column. The ribbon shall be continuous. The ribbon shall be spot welded to each pipe in accordance with manufacturer's recommendations.
 6. An anode rubber shall be provided for the entire length of the column assembly and attached to each section of column pipe.
- B. Shaft Enclosing Tube:**
1. The shaft enclosing tubing to be furnished under this specification shall be of sufficient diameter to provide adequate lubrication under any operating conditions.
 2. The enclosing tube shall be black ASTM A120, extra heavy weight, continuous weld prime line pipe. Both ends of each tubing length shall be bored, faced, and inside threaded with a Class thread. The ends of the tubing shall be square with the axis and butt to insure accurate alignment. The lengths shall not exceed five feet (5') and shall be interchangeable with the exception of the top section which shall be designed for applying proper tension of the tubing.
 3. The Interchangeable tubing shall be of such overall assembled length to properly match the length of the discharge column.
- C. Line Shaft and Couplings:**
1. The line shaft shall be turned, ground and polished precision shafting, C1045 or approved equal. They shall be furnished in interchangeable sections ten or twenty feet (10' or 20') in length to properly match the shaft enclosing tube and discharge column with threaded steel couplings machined from solid steel bar. The diameter of the shaft and coupling shall be designed in accordance with AWWA E103.
 2. To insure accurate alignment, the shaft shall be straight within 0.007 inches total indicator reading. The ends of the shaft shall be accurately machine threaded for connection.
 3. Steel line shaft couplings with a safety factor of 1.5 times the shaft safety factor shall join the line shafts. These threaded couplings shall have left-hand threads to tighten during pump operation. The couplings shall be without vent holes.
- D. Bearings:**
1. The line shaft bearings which serve as couplings for the shaft tubing shall be spaced at each tubing length to maintain alignment of pump shafting and to prevent excessive vibration. They shall be cast of continuous cast bronze alloy, equivalent to ASTM B505 alloy 834, machined, threaded and grooved for proper lubrication.

2.06 PUMP BOWL ASSEMBLY

- A.** Pump bowls, suction and discharge cases shall be of cast of Ni-Al Bronze equivalent to ASTM B148, Alloy C95800, without imperfections. The pump bowl shall have sufficient lateral so the pump can operate at shut-off head. The pump bowl shall be designed to withstand a hydrostatic pressure of twice the head pressure at design capacity or 1.5 times the head pressure at shut-off head.
- B.** For pumps 8-inch and larger, the suction case and intermediate bowls shall be fitted with replaceable wear rings of bronze, ASTM B148, Alloy C95200. Wear rings shall have the minimum practical clearance to the mating cylindrical surface of the impeller to provide adequate sealing independent of vertical positioning of the impellers.

- C. Bowls and cases shall have bronze sleeve type bushings to support and guide the shaft. Bushing material shall be bronze, ASTM B584, Alloy C90300.
- D. The suction case bearing shall be grease packed with provision for grease circulation from a reservoir in the suction case hub. A sand collar of rubber or bronze ASTM B584, Alloy C90300 shall be provided to protect the suction case bearing from abrasives in the liquid pumped.
- E. The discharge case shall have vanes to deliver the flow of water with minimum turbulence.
- F. The intermediate stages shall be selected to provide the maximum efficiency with least number of stages.
- G. Impeller shall be of the enclosed type only, cast of Ni-Al Bronze, ASTM B148, Alloy C95800, accurately cast, machined, balanced, and filed for optimum performance and minimum vibration. The design shall be non-overloading for the capacity of the motor selected at any point. The impeller shall be securely fastened to the bowl shaft with taper collets of ASTM A276, Grade 416 stainless steel.
- H. Bowl shaft shall be of sufficient diameter to transmit the pump horsepower with a liberal safety factor and rigidly support the impellers between the bowl or case bearings. The bowl shaft material shall be high chrome stainless steel of ASTM A276, Alloy S31600 Grade 316.
- I. Only flanged and bolted intermediates shall be furnished.
- J. All plugs and bolts shall be furnished of ASTM A76, Alloy S31600 Grade 316 material.
- K. The suction bowl shall be fitted with a 10-foot suction pipe, of the same diameter as the column pipe, incorporating a positive sealing ductile iron check valve with a 304SS cone type strainer.

2.07 MOTORS

- A. The existing motor shall be reinstalled on the final pumping equipment.

2.08 WATER LEVEL INDICATOR

- A. The Contractor shall furnish a PVC coated stainless steel tubing water level indicator (minimum ¼" diameter, 0.030" wall thickness) with necessary connections, Schrader valve, 4" airline gage (calibrated in feet) and hand air pump.
- B. The tubing shall extend to the top of the pump bowl and shall be attached to the column pipe at 10-foot intervals using ¾" stainless steel banding and clamps. The tubing shall be continuous length with no splices allowed.
- C. Plastic tubing will not be permitted.

2.09 PRESSURE GAUGE

- A. The Contractor shall furnish and install a minimum two and one-half inch (2-1/2") pressure gauge on the pump discharge flange. The gauge shall be of ample size to cover the operating pressure of the pump including shut off head.

2.10 PUMP FOUNDATION

- A. The existing pump foundation shall be used.

- B. Should changes to the pump foundation be required for installation of the approved pump, the Contractor shall obtain prior approval of the Engineer and shall make the change at no additional cost to the Owner.

2.11 MICARTA SYSTEM

- A. Contractor shall submit information and obtain approval from the Owner and Engineer for the Micarta system.
- B. The Micarta system installed shall provide protection for five zones associated with junction box, the motor, discharge head and discharge piping downstream of the wellhead.

1. Zone I - Motor Coupling

- a. The motor coupling and its mounting bolts shall be isolated by utilizing an approximately 3/8-inch thick base plate made of a phenolic sheet material which is machined to fit between the motor coupling and the quill of the motor. Three phenolic tubes shall be machined and cut to fit inside holes drilled in the phenolic base plate, through the bolts holes of the motor coupling with approximately 1/8-inch protrusion. Phenolic flat washers shall be machined to fit over the tubes. These phenolic washers shall isolate the mounting bolts heads from the coupling. This system shall isolate both the coupling from the motor and its bolts from the coupling and the motor quill.

2. Zone 2 - Junction Box

- a. The motor junction box shall be isolated using the same method as the motor coupling, except a 1/8-inch phenolic sheet material shall be used to provide a barrier between the junction box and the motor. This sheeting shall be used in conjunction with the rubber gasket provided by the motor manufacturer to provide a waterproof seal. The junction box mounting bolts shall again be isolated to fit. This system shall isolate between the junction box and its mounting location only. No isolation is required between the two halves of the junction box.

3. Zone 3 - Motor Base

- a. The motor base also shall utilize a 1/8-inch thick phenolic sheet machined to match the motor base and/or discharge head motor base. Phenolic tubes and washers shall be machined to isolate the mounting bolts. In most cases, the motor washers are used on each bolt. In instances where one base is drilled and tapped only one washer is required. This system shall isolate the motor from the discharge head.

4. Zone 4 - Discharge Flange

- a. The discharge flange shall utilize a 1/8-inch phenolic sheet machined to match the flange pattern. The total number of phenolic tubes required shall be determined by the flange size, with the phenolic washers again isolating both the bolt head and its nut. Some flanges are drilled and tapped, so in these cases only one washer shall be required. The phenolic flange shall be used in conjunction with two flange gaskets to provide a watertight seal to prevent water leakage. This system isolates the discharge head from the discharge piping.

5. Zone 5 - Tension Bearing

- a. In order to isolate the copper tubing which supplies lubricating oil from the oil reservoir, the oil tube shall have a 1/4-inch dielectric coupling with the use of a 1/4- inch nipple. The isolation coupling shall be threaded into the tension bearing and a compression fitting on the copper lubrication line shall be threaded to the opposing end of the isolation coupling. This system isolates the lubrication of the pumping equipment.

2.12 PAINTING AND COATING

A. Discharge Head:

1. Inside and outside of the discharge head shall be coated with epoxy, in accordance with AWWA C210, to give a minimum total dry film thickness of 16 mils. Other exposed surfaces shall be cleaned, primed and painted with two (2) coats of manufacturer's standard exterior machinery enamel. Furnish extra touch-up paint for Contractor's use during installation.
2. The exterior color of the discharge head shall be tan (Tnemec 68BR – Twine or equal).

B. Column Assembly:

1. The exterior and the interior of the column pipe, column pipe couplings and suction pipe shall be sandblasted and epoxy coated in accordance with AWWA C210.
2. The exterior of the oil turbine shall be sandblasted and epoxy coated in accordance with AWWA C210.
3. The final dry film thickness will be a minimum of 16 mils. The dry film thickness will be inspected with a Mikro test thickness gauge per SSPC-PA2.
4. All coating will be visually inspected using a high density light for runs, sags, trash, voids, pin holes and chips. Pin holes, chips and runs will be rejected.
5. All coating shall be inspected for holidays or voids utilizing a Truker/Rasor 67.5 volt, 60,000 OHM, Type M-1 tester. Any holidays or voids shall be rejected.
6. All pipe, couplings and tubing that are rejected shall be repassed through thermal clearing and coating.
7. Prior to installing the column assembly, the Contractor shall field repair any damage to the coating.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Installation of equipment shall be performed by the Contractor who shall be required to assemble the equipment where necessary and install it in accordance with manufacturer instructions, shop drawings and applicable AWWA and Hydraulic Institute standards.
- B. A pump installer possessing a current TDLR license with a T certification shall be at the jobsite during installation of the pumping equipment.
- C. The Contractor shall schedule the services of the manufacturer to assist in the assembly, installation, adjustment and acceptance test of the equipment.

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Well 11 Rehabilitation Bid Award

- One Well rehabilitation budgeted annually in CIP
- Well 11 identified by staff as needing rehabilitation in current year
 - Replacement of Vertical Turbine Pump
 - Clean well screen of mineral and sediment deposits
 - Flush and disinfect with chlorine
- Three (3) bids received December 17, 2024

Bid Results:

<i>Alsay, Inc.</i>	<i>\$450,210.00</i>
Weisinger, Inc.	\$485,140.00
Smith Pump Company	\$493,110.00



PRESENTER: Larissa Philpot-Brown, Economic Development Director

ITEM/SUBJECT: Discuss and consider resolution number 1379-01-25 in support, no objection, or objection for developers applying for Texas Department of Housing and Community Affairs 2025 Competitive 9% Low-Income Housing Tax Credit Program (LIHTC). Project Name: Pioneer Crossing for Families, Project Location: Old Spanish Bluff Road (Executive Director of Economic Development)

SUMMARY/BACKGROUND: The Low Income Housing Tax Credit (LIHTC) program (or HTC program) is a federal program created in 1986 designed to finance the construction of affordable rental housing. The LIHTC program is the primary way new affordable housing is constructed in the United States. In Texas, this program is administered by the Texas Department of Housing and Community Affairs (TDHCA).

Nacogdoches contains several housing tax credit developments constructed using LIHTC financing in previous years. The developments below represent 784 units, or approximately 16% of the total multi-family units inside the City.

This year, the City of Nacogdoches received requests for resolutions of support from three developers. In the days following the LIHTC presentation to Council on December 16, 2025, one of the proposed developments withdrew their request for support.

Development Name	Elm Grove Apartments	Pioneer Crossing
Location	Immediately South of 3007 N. University Drive	3014 Old Spanish Bluff Road
Non-Profit	No	No
Low Income Units / Total Units	66/66	80/80
Target Population	Family or Elderly	Family
Estimated Capital Expenditure	\$17,000,000	\$11,000,000
Current Zoning	B-2, General Business	B-2, General Business

The two remaining developments have requested the following:

- A resolution of support
- A waiver of fees equivalent to \$250. This is a point category from the state's qualified allocation plan. The development's application receives one point if they are provided a "loan,

grant, reduced fees or contribution of other value that equals...\$250 or more for Applications in Rural subregions". Each development has requested this \$250 fee waiver.

The Texas Department of Housing and Community Affairs recommends residents of a community that is considering a resolution for a LIHTC ask the following questions. Staff encourages Council to review and consider these questions. The answers to most of these questions are provided in the attached information provided by the applicants.

- What other developments has the developer built and where are they located?
- What are the developer's long-term goals for the property?
- How will the development fit in with the existing neighborhood?
- What types of supportive services will be provided to residents?
- Who are the proposed tenants and how will they be screened?

Council has several options regarding each request:

- Adopt a resolution of support, including a \$250 fee waiver
- Adopt a resolution of support, excluding the requested \$250 fee waiver
- Adopt a resolution of no objection
- Adopt a resolution of opposition
- Take no action

FINANCIAL:

Applicant is requesting a fee waiver of \$250.

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Neighborhood Revitalization and Attainable Housing, Economic Development

CITY CONTACT: Larissa Philpot-Brown, Executive Director of Economic Development
lphilpot@nedco.org
936-559-1255

ATTACHMENTS: 1. Pioneer Crossing Resolutions 1379-01-25
2. Info from Developers - Pioneer Crossing

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO. 1379-01-25**

A RESOLUTION OF THE CITY OF NACOGDOCHES IN SUPPORT OF THE PROPOSED 9% HOUSING TAX CREDIT FOR A DEVELOPMENT KNOWN AS NACOGDOCHES PIONEER CROSSING, LLC.

WHEREAS, Nacogdoches Pioneer Crossing, LLC has proposed a development for affordable rental housing 3014 Old Spanish Bluff Road, to be called Pioneer Crossing, in the City of Nacogdoches, Nacogdoches County; and

WHEREAS, Nacogdoches Pioneer Crossing, LLC has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2025 Competitive 9% Housing Tax Credits for Pioneer Crossing.

NOW, THEREFORE, be it resolved by the City Council of the City of Nacogdoches, Texas that:

1. The City of Nacogdoches, acting through its governing body, hereby confirms that it **supports** the proposed Pioneer Crossing located 3014 Old Spanish Bluff Road and that this formal action has been taken to put on record the opinion expressed by the City of Nacogdoches on January 7, 2025, and
2. The City of Nacogdoches, acting through its governing body, hereby confirms that, upon successful award of 2025 Competitive 9% Housing Tax Credits, the city commits to providing reduced fees that equal a minimum of \$250 for the benefit of Nacogdoches Pioneer Crossing, LLC; and
3. As provided for in 10 TAC §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Nacogdoches has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and
4. The City of Nacogdoches hereby confirms that its governing body has voted specifically to approve the construction of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4); and
5. For and on behalf of the Governing Body, Rhonda K. Lewis, City Secretary, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED, this the 7th day of January, 2025, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

[SIGNATURES ON NEXT PAGE]

CITY OF NACOGDOCHES

By: _____
RANDY JOHNSON, Mayor

ATTEST:

APPROVED AS TO FORM:

RHONDA K. LEWIS, Deputy City Secretary

Jerry Baker, City Attorney

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO. 1379-01-25**

A RESOLUTION OF THE CITY OF NACOGDOCHES IN SUPPORT OF THE PROPOSED 9% HOUSING TAX CREDIT FOR A DEVELOPMENT KNOWN AS NACOGDOCHES PIONEER CROSSING, LLC.

WHEREAS, Nacogdoches Pioneer Crossing, LLC has proposed a development for affordable rental housing 3014 Old Spanish Bluff Road, to be called Pioneer Crossing, in the City of Nacogdoches, Nacogdoches County; and

WHEREAS, Nacogdoches Pioneer Crossing, LLC has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2025 Competitive 9% Housing Tax Credits for Pioneer Crossing.

NOW, THEREFORE, be it resolved by the City Council of the City of Nacogdoches, Texas that:

1. The City of Nacogdoches, acting through its governing body, hereby confirms that it has **no objection** to but no express support for the proposed Pioneer Crossing located at 3104 Old Spanish Bluff Road and that this formal action has been taken to put on record the opinion expressed by the City of Nacogdoches on January 7, 2025, and
2. As provided for in 10 TAC §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Nacogdoches has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and
3. For and on behalf of the Governing Body, Rhonda Lewis, City Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED, this the 7th day of January, 2025, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
RANDY JOHNSON, Mayor

ATTEST:

APPROVED AS TO FORM:

RHONDA K. LEWIS, Deputy City Secretary

JERRY BAKER, City Attorney

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO. 1379-01-25**

A RESOLUTION OF THE CITY OF NACOGDOCHES IN SUPPORT OF THE PROPOSED 9% HOUSING TAX CREDIT FOR A DEVELOPMENT KNOWN AS NACOGDOCHES PIONEER CROSSING, LLC.

WHEREAS, Nacogdoches Pioneer Crossing, LLC has proposed a development for affordable rental housing 3014 Old Spanish Bluff Road, to be called Pioneer Crossing, in the City of Nacogdoches, Nacogdoches County; and

WHEREAS, Nacogdoches Pioneer Crossing, LLC has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2025 Competitive 9% Housing Tax Credits for Pioneer Crossing.

NOW, THEREFORE, be it resolved by the City Council of the City of Nacogdoches, Texas that:

1. The City of Nacogdoches, acting through its governing body, hereby confirms that it **objects** to the proposed Pioneer Crossing located at 3104 Old Spanish Bluff Road and that this formal action has been taken to put on record the opinion expressed by the City of Nacogdoches on January 7, 2025, and
2. As provided for in 10 TAC §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Nacogdoches has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and
3. For and on behalf of the Governing Body, Rhonda Lewis, Deputy City Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED, this the 7th day of January, 2025, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
RANDY JOHNSON, Mayor

ATTEST:

APPROVED AS TO FORM:

RHONDA K. LEWIS, Deputy City Secretary

Jerry Baker, City Attorney

PIONEER CROSSING FOR FAMILIES

PROPOSAL FOR A HIGH QUALITY APARTMENT COMMUNITY IN
NACOGDOCHES, TEXAS



OVERVIEW

- Development Team & Experience
- Pioneer Crossing for Families
 - Location Map
 - Details
 - Target Market and Rents
 - Proposed Design
 - Tenant Amenities and Services
- Contacts

DEVELOPER EXPERIENCE - PORTFOLIO

Mineral Wells Pioneer Crossing: In 2007 applied for the 2008 tax credit application round and was awarded the 9% tax credit along with HOME funds thru a very competitive process for the maximum of 80 unit Family project in the city of Mineral wells. In these financial uncertainty and meltdown, the tax credits were successfully syndicated and a construction loan secured, thereby enabling construction to start. The construction has been completed and the project achieved a faster than anticipated stabilization and is almost 100% occupied. www.pioneercrossingmwapts.com

Lufkin Pioneer Crossing for Seniors: In 2008 applied for the 2009 tax credit application round and was awarded the 9% tax credit along with HOME funds thru a very competitive process for the maximum of 80 unit Seniors project in the city of Lufkin. The construction has been completed and the project achieved a faster than anticipated stabilization and is almost 100% occupied. www.pioneercrossinglufkinseniors.com

Lufkin Pioneer Crossing for Family: In 2009 applied for the 2010 tax credit application round and was awarded the 9% tax credit along with HOME funds thru a very competitive process for the maximum of 80 unit Family project in the city of Lufkin. The construction has been completed and the project achieved a faster than anticipated stabilization and is almost 100% occupied. www.pioneercrossinglufkinapts.com

Sulphur Springs Pioneer Crossing for Seniors: In 2009 applied for the 2010 tax credit application round and was awarded the 9% tax credit along with HOME funds thru a very competitive process for the maximum of 80 unit Seniors project in the city of Sulphur Springs. The construction has been completed and the project achieved a faster than anticipated stabilization and is almost 100% occupied. www.pioneercrossingssseniors.com

Burkburnett Pioneer Crossing: In 2010 applied for the 2011 tax credit application round and was awarded the 9% tax credit along with HOME funds thru a very competitive process for the maximum of 80 unit Seniors project in the city of Burkburnett. The construction has been completed and the project achieved a faster than anticipated stabilization and is almost 100% occupied. www.pioneercrossingbb.com

DEVELOPER EXPERIENCE – PORTFOLIO, CONT.

Mineral Wells Royal Gardens for Seniors: In 2011 applied for the 2012 tax credit application round and was awarded the 9% tax credit along with HOME funds thru a very competitive process for the maximum of 75 unit Seniors project in the city of Mineral Wells. The construction has been completed and the project achieved a faster than anticipated stabilization and is almost 100% occupied. www.royalgardensapts.net

Henrietta Pioneer Crossing for Seniors: In 2016 applied for the 2017 tax credit application round and was awarded the 9% tax credit thru a very competitive process for a 49 unit Seniors project in the city of Henrietta. The construction has been completed and the project is almost 100% occupied. www.pioneercrossinghenrietta.com

Diboll Pioneer Crossing: In 2017 applied for the 2018 tax credit application round and was awarded the 9% tax credit thru a very competitive process for the maximum of 80 unit Family project in the city of Diboll. The construction has been completed and the project achieved 100% occupancy and is now stabilized. www.pioneercrossingdiboll.com

Reserves at San Marcos: In 2019 applied for the 2020 tax credit application round and was awarded the 4% tax credit thru a very competitive process for a 376 unit Family project in the city of San Marcos. The transaction closed on financing in June 2020, and construction is completed on the development and the project is nearing stabilization. www.reserveatsanmarcos.com

Vernon Pioneer Crossing for Seniors: In 2020 applied for the 2020 tax credit application round and was awarded the 9% tax credit thru a very competitive process for a 64 unit Seniors project in the city of Vernon. The construction is complete and the project is now 93% occupied. www.pioneercrossingvernon.com

Livingston Pioneer Crossing for Seniors: In 2020 applied for the 2020 tax credit application round and was awarded the 9% tax credit thru a very competitive process for the maximum of 80 unit Seniors project in the city of Livingston. The construction is complete and the project has now stabilized. www.livingstonpioneercrossing.com

DEVELOPER EXPERIENCE – PORTFOLIO, CONT.

Royal Gardens Lufkin: In 2021 applied for the 2021 tax credit application round and was awarded the 9% tax credit thru a very competitive process for the maximum of 80 unit Family project in the city of Lufkin. Due to supply chain issues, the construction has been delayed, but is expected to start early 2025.

Beaumont Pioneer Crossing: In 2021 applied for the 2021 tax credit application round and was awarded the 9% tax credit thru a very competitive process for a 82 unit Family project in the city of Beaumont. Due to supply chain issues, the construction has been delayed, but is expected to start early 2025.

Burkburnett Royal Gardens: In 2022 applied for the 2022 tax credit application round and was awarded the 9% tax credit thru a very competitive process for an 80 unit Family project in Burkburnett, TX. Due to delays with the TCEQ, the construction is expected to start early 2025.

Pioneer Crossing - Brownwood: In 2023 applied for the 2023 tax credit application round and was awarded the 9% tax credit thru a very competitive process for an 49 unit Seniors project in Brownwood, TX. Due to supply chain issues, the construction is expected to start early 2025.

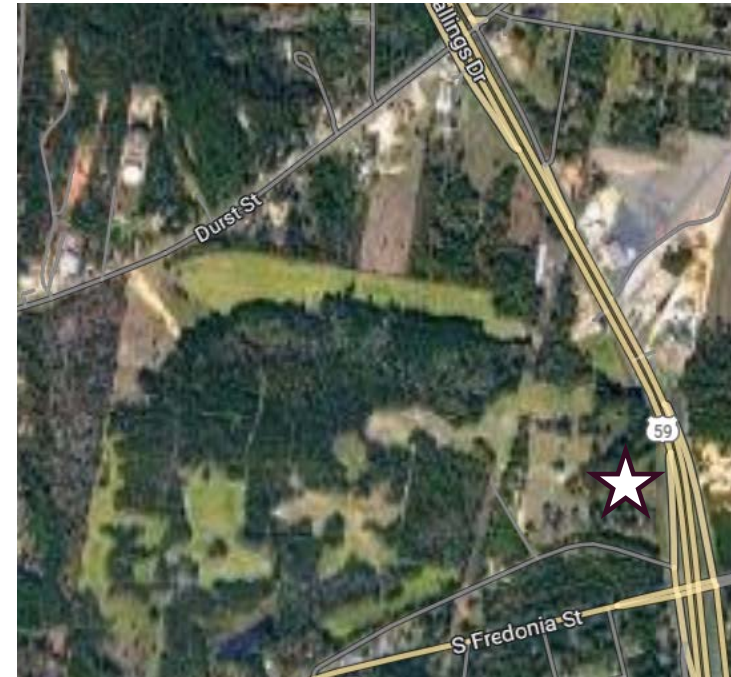
DEVELOPMENT TEAM & EXPERIENCE

HOUSING LAB by BETCO is a full service housing development consulting firm, established in 2011. The firm specializes in the securing of funds for the development of affordable housing via programs including: Housing Tax Credits (9% and 4%); HOME; and other public funds. We also provide financial analysis and compliance services.



www.betcohousinglab.com

PIONEER CROSSING FOR FAMILIES - LOCATION -



- Health Clinic - ~ 2 mi
- Brookshire Brothers – ~ 1.1 mi
- Pioneer Park- < 1 mi
- Pharmacy (in Supermarket) ~ ~1.1 mi

PIONEER CROSSING - DEVELOPMENT OVERVIEW

- 2-3 Story Multi-Family
- Stone (or Brick) and Siding
- Clubhouse
- Mix of 1, 2, and 3 bedroom units
- Approximately 64 - 80 units
- Serving Families



PIONEER CROSSING FOR FAMILIES

- TARGET RENT AND INCOME LEVELS -



2024 Income Limits
Number of People

AMFI%	1	2	3	4	5	6	7	8
20	10500	12000	13500	15000	16200	17400	18600	19800
30	15750	18000	20250	22500	24300	26100	27900	29700
40	21000	24000	27000	30000	32400	34800	37200	39600
50	26250	30000	33750	37500	40500	43500	46500	49500
60	31500	36000	40500	45000	48600	52200	55800	59400
70	36750	42000	47250	52500	56700	60900	65100	69300
80	42000	48000	54000	60000	64800	69600	74400	79200

2024 Rent Limits
Number of bedrooms

AMFI%	0	1	2	3	4	5
20	262	281	337	390	435	480
30	393	421	506	585	652	720
40	525	562	675	780	870	960
50	656	703	843	975	1087	1200
60	787	843	1012	1170	1305	1440
70	918	984	1181	1365	1522	1680
80	1050	1125	1350	1560	1740	1920

**Income and Rental limits above will not apply to the market rate units*

PIONEER CROSSING FOR FAMILIES – Examples of Previous Design Results for Tax Credit Development in Henrietta, Texas



Building Elevations



Community Area

PIONEER CROSSING FOR FAMILIES – Examples of Previous Design Results for Tax Credit Development in Sulphur Springs, Texas



Information Center



Community Courtyard

PIONEER CROSSING FOR FAMILIES – Examples of Previous Design Results for Tax Credit Development in Sulphur Springs, Texas CONT.



Fitness Center



Community Clubhouse



PIONEER CROSSING FOR FAMILIES – Examples of Previous Design Results for Tax Credit Development in Sulphur Springs, Texas CONT.



Interior/Kitchen



Internet Computer Lab

PIONEER CROSSING FOR FAMILIES – Examples of Previous Design Results for Tax Credit Development in Lufkin, Texas



Clubhouse Exterior/Community Entrance



Community Courtyard

PIONEER CROSSING FOR FAMILIES – Examples of Previous Design Results for Tax Credit Development in Mineral Wells, Texas



Clubhouse Community Room



Community Courtyard

UNIT AMENITIES – Livingston, Texas



Kitchen



Covered Patios

INTERIOR AMENITIES – Burkburnett, Texas



Kitchen



Bathroom

COMMUNITY AMENITIES – Livingston, Texas



Community Room with Kitchen Area



Working Space with Wi-Fi

PIONEER CROSSING FOR FAMILIES – Examples of Previous Design Results for Tax Credit Development in San Marcos, Texas



Horseshoe Pits/ Building Elevations



Entrance

PIONEER CROSSING FOR FAMILIES – Examples of Previous Design Results for Tax Credit Development in San Marcos, Texas



Business Center



Community Room

POTENTIAL AMENITIES FOR THE TENANTS

Potential Tenant Amenities

- Exercise and Fitness Rooms
- Community Business Rooms
- BBQ Grills with Picnic Tables
- Pet Park
- Garden Areas
- Internet Computer Lab and Library
- Lockers for Amazon and other deliveries
- Secured Bicycle parking
- Covered community porch/patio
- Clubhouse with food-warming station



*Community business center,
Mineral Wells Pioneer Crossing*



*Community fitness center,
Lufkin Pioneer Crossing*

POTENTIAL ON-SITE SERVICES AVAILABLE TO THE TENANTS

Potential Tenant Services

- Contracted On-Site Occupational or Physical Therapy Services
- Twice Monthly Arts, Crafts, and other recreational activities
- Twice Monthly On-Site Social Events (potlucks, game night, sing-a-longs, movie nights, etc.)
- Annual Health Screenings



*Community center,
Mineral Wells Royal Gardens*



BENEFITS TO THE CITY OF NACOGDOCHES AND NACOGDOCHES COUNTY

Economic Benefits

- Estimated new \$11-\$13 mill. construction investment
 - Use of local contractors/suppliers if competitive
- Creation of approximately 100-150 jobs during construction
- Creation of at least 2 permanent jobs after construction
- Generation of fees for the City
- New property taxes paid annually to the City, County, School
- New utilities revenues generated for the City
- New sales taxes generated for the City



WHAT WE NEED TO MAKE THIS HAPPEN

1. Resolution of support from the City by Feb. 25th
2. Resolution of funding commitment of \$250
 - a) We propose waiver of building permit fees
3. Assistance with obtaining a letter of support from the State Representative.
4. We will also speak with local community organizations serving the City to request letters of support

CONTACT INFORMATION

Lora Myrick, Principal

lora@betcohousinglab.com

512-785-3710

Housing Lab by BETCO

Michael Beard, CPA

michael@betcohousinglab.com

512-993-7665

Housing Lab by BETCO

Office:

812 San Antonio Street, Suite L-20

Austin, Texas 78701

PRESENTER: Larissa Philpot-Brown, Economic Development Director

ITEM/SUBJECT: Discuss and consider resolution number 1380-01-25 in support, no objection, or objection for developers applying for Texas Department of Housing and Community Affairs 2025 Competitive 9% Low-Income Housing Housing Tax Credit Program (LIHTC). Project Name: Elm Grove Apartments, Project Location: south of 3007 North University Drive (Executive Director of Economic Development)

SUMMARY/BACKGROUND: The Low Income Housing Tax Credit (LIHTC) program (or HTC program) is a federal program created in 1986 designed to finance the construction of affordable rental housing. The LIHTC program is the primary way new affordable housing is constructed in the United States. In Texas, this program is administered by the Texas Department of Housing and Community Affairs (TDHCA).

Nacogdoches contains several housing tax credit developments constructed using LIHTC financing in previous years. The developments below represent 784 units or approximately 16% of the total multi-family units inside the City.

This year, the City of Nacogdoches received requests for resolutions of support from three developers. In the days following the LIHTC presentation to Council on December 16, 2025, one of the proposed developments withdrew their request for support.

Development Name	Elm Grove Apartments	Pioneer Crossing
Location	Immediately South of 3007 N. University Drive	3014 Old Spanish Bluff Road
Non-Profit	No	No
Low Income Units / Total Units	66/66	80/80
Target Population	Family or Elderly	Family
Estimated Capital Expenditure	\$17,000,000	\$11,000,000
Current Zoning	B-2, General Business	B-2, General Business

The two remaining developments have requested the following:

- A resolution of support
- A waiver of fees equivalent to \$250. This is a point category from the state's qualified allocation plan. The development's application receives one point if they are provided a "loan, grant, reduced fees or contribution of other value that equals...\$250 or more for Applications in Rural subregions". Each development has requested this \$250 fee waiver.

The Texas Department of Housing and Community Affairs recommends residents of a community that is considering a resolution for a LIHTC ask the following questions. Staff encourages Council to review and consider these questions. The answers to most of these questions are provided in the attached information provided by the applicants.

- What other developments has the developer built and where are they located?
- What are the developer's long-term goals for the property?
- How will the development fit in with the existing neighborhood?
- What types of supportive services will be provided to residents?
- Who are the proposed tenants and how will they be screened?

Council has several options regarding each request:

- Adopt a resolution of support, including a \$250 fee waiver
- Adopt a resolution of support, excluding the requested \$250 fee waiver
- Adopt a resolution of no objection
- Adopt a resolution of opposition
- Take no action

FINANCIAL:

Applicant is requesting a fee waiver of \$250.

COUNCIL PRIORITIES: THIS AGENDA ITEM IS CONSISTENT WITH THE FOLLOWING CITY COUNCIL PRIORITIES

Neighborhood Revitalization and Attainable Housing, Economic Development

CITY CONTACT: Larissa Philpot-Brown, Executive Director of Economic Development
lphilpot@nedco.org
936-559-1255

ATTACHMENTS:

1. Elm Grove Resolutions 1380-01-25
2. Info from Developers - Elm Grove Apartments

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO. 1380-01-25**

A RESOLUTION OF THE CITY OF NACOGDOCHES IN SUPPORT OF THE PROPOSED 9% HOUSING TAX CREDIT FOR A DEVELOPMENT KNOWN AS ELM GROVE APARTMENTS.

WHEREAS, JCM Ventures has proposed a development for affordable rental housing immediately south of 3007 N. University Drive, to be called Elm Grove Apartments, in the City of Nacogdoches, Nacogdoches County; and

WHEREAS, JCM Ventures has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2025 Competitive 9% Housing Tax Credits for Elm Grove Apartments.

NOW, THEREFORE, be it resolved by the City Council of the City of Nacogdoches, Texas that:

1. The City of Nacogdoches, acting through its governing body, hereby confirms that it supports the proposed Elm Grove Apartments located immediately south of 3007 N. University Drive and that this formal action has been taken to put on record the opinion expressed by the City of Nacogdoches on January 7, 2025, and
2. The City of Nacogdoches, acting through its governing body, hereby confirms that, upon successful award of 2025 Competitive 9% Housing Tax Credits, the city commits to providing reduced fees that equal a minimum of \$250 for the benefit of JCM Ventures; and
3. As provided for in 10 TAC §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Nacogdoches has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and
4. The City of Nacogdoches hereby confirms that its governing body has voted specifically to approve the construction of the Development and to authorize an allocation of Housing Tax Credits for the Development pursuant to Tex. Gov't Code §2306.6703(a)(4); and
5. For and on behalf of the Governing Body, Rhonda K. Lewis, City Secretary, is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED, this the 7th day of January, 2025, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

[SIGNATURES ON NEXT PAGE]

CITY OF NACOGDOCHES

By: _____
RANDY JOHNSON, Mayor

ATTEST:

APPROVED AS TO FORM:

RHONDA K. LEWIS, Deputy City Secretary

JERRY BAKER, City Attorney

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO. 1380-01-25**

A RESOLUTION OF THE CITY OF NACOGDOCHES IN SUPPORT OF THE PROPOSED 9% HOUSING TAX CREDIT FOR A DEVELOPMENT KNOWN AS ELM GROVE APARTMENTS.

WHEREAS, JCM Ventures has proposed a development for affordable rental housing immediately south of 3007 N. University Drive, to be called Elm Grove Apartments, in the City of Nacogdoches, Nacogdoches County; and

WHEREAS, JCM Ventures has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2025 Competitive 9% Housing Tax Credits for Elm Grove Apartments.

NOW, THEREFORE, be it resolved by the City Council of the City of Nacogdoches, Texas that:

1. The City of Nacogdoches, acting through its governing body, hereby confirms that it has **no objection** to but no express support for the proposed Elm Grove Apartments located immediately south of 3007 N. University Drive and that this formal action has been taken to put on record the opinion expressed by the City of Nacogdoches on January 7, 2025, and
2. As provided for in 10 TAC §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Nacogdoches has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and
3. For and on behalf of the Governing Body, Rhonda Lewis, City Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED, this the 7th day of January, 2025, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
RANDY JOHNSON, Mayor

ATTEST:

APPROVED AS TO FORM:

RHONDA K. LEWIS, Deputy City Secretary

JERRY BAKER, City Attorney

**CITY OF NACOGDOCHES, TEXAS
RESOLUTION NO. 1379-01-25**

A RESOLUTION OF THE CITY OF NACOGDOCHES IN SUPPORT OF THE PROPOSED 9% HOUSING TAX CREDIT FOR A DEVELOPMENT KNOWN AS NACOGDOCHES PIONEER CROSSING, LLC.

WHEREAS, Nacogdoches Pioneer Crossing, LLC has proposed a development for affordable rental housing 3014 Old Spanish Bluff Road, to be called Pioneer Crossing, in the City of Nacogdoches, Nacogdoches County; and

WHEREAS, Nacogdoches Pioneer Crossing, LLC has communicated that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2025 Competitive 9% Housing Tax Credits for Pioneer Crossing.

NOW, THEREFORE, be it resolved by the City Council of the City of Nacogdoches, Texas that:

1. The City of Nacogdoches, acting through its governing body, hereby confirms that it **objects** to the proposed Pioneer Crossing located at 3104 Old Spanish Bluff Road and that this formal action has been taken to put on record the opinion expressed by the City of Nacogdoches on January 7, 2025, and
2. As provided for in 10 TAC §11.3(c) of the Qualified Allocation Plan, it is expressly acknowledged and confirmed that the City of Nacogdoches has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds; and
3. For and on behalf of the Governing Body, Rhonda Lewis, Deputy City Secretary is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

PASSED AND APPROVED, this the 7th day of January, 2025, by a vote of ____ (ayes) to ____ (nays) of the City Council of the City of Nacogdoches, Texas.

CITY OF NACOGDOCHES

By: _____
RANDY JOHNSON, Mayor

ATTEST:

APPROVED AS TO FORM:

RHONDA K. LEWIS, Deputy City Secretary

Jerry Baker, City Attorney



JCM VENTURES

Nacogdoches, TX

Elm Grove Apartments

Senior/Family Option



913-638-2500

jake@jcm.ventures

www.jcm.ventures

ABOUT US

Jake has 16+ years of real estate development experience. Prior to forming JCM Ventures, Jake was a financial advisor and investment banker with Merrill Lynch. Today, he focuses on site/building selection, financial structures, and construction. As the developer and owner, Jake has personally overseen the successful development of 35 properties, in six states, totaling over 1,700 units, with a total development cost of over \$400,000,000. In addition to real estate development, he is also the managing principal of Benchmark Mechanical and Streamline Construction. He has a Business Finance degree from Kansas State University and is actively involved in numerous charities through The Mooney Family Foundation, which is focused on enhancing the lives of children in the communities we develop in. Jake lives in the Leawood, KS with his family.

Texas Properties

Metro Tower – Lubbock, TX

Metro Opportunity – Lubbock, TX

Laguna Lofts – Cisco, TX

Canyon Senior Apartments – Canyon, TX

Conrad Lofts – Plainview, TX

Clyde Ranch Apartments – Clyde, TX

Farmhouse Apartments – Slaton, TX

Live-Make – Austin, TX

Brownsville Lofts – Brownsville, TX

Price Lofts – Brownsville, TX

Alton Gloor Apartments – Brownsville, TX (Under Construction)

Del Rio Lofts – Del Rio, TX

Baxter Lofts – Harlingen, TX

Wichita Falls Lofts – Wichita Falls, TX

Plainview Lofts – Plainview, TX (Under Construction)

Bibb Senior Apartments – Eagle Pass, TX (Under Construction)

Bird Creek Senior Apartments – Temple, TX (Pre-Development)

Other Properties

Fireside Apartments – Winter Park, CO

Rock Ridge Homes – Branson, MO

Rock Ridge Apartments – Branson, MO

Stone Ridge Senior – Kimberling City, MO

Sycamore Springs Apartments – Hollister, MO

Aldridge Apartments – McAlister, OK

Timber Creek – Muskogee, OK

Will Rodgers – Claremore, OK

Berryhill Lofts – Sapulpa, OK

Dale Apartments – Guymon, OK

Maple Ridge Senior – Bonner Springs, KS

Flint Creek Homes – El Dorado, KS

Meadowbrook Homes – Clay Center, KS

Parrish Lofts – Pratt, KS

Dogwood Cottages – Blytheville, AR

Pines Cottages – Osceola, AR

Four Season Apartments – Camdenton, MO (Under Construction)

Canyon Creek Apartments – Lenexa, KS (Under Construction)

*All Properties were developed and are currently owned by Jake Mooney

DEVELOPMENT

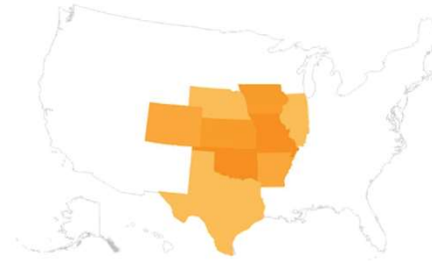


BRIAN WILDSCHUETZ

brianw@streamline.build

913-951-6544

8+
years building multifamily
1,000+
units built
\$100MM+
in revenue



With more than 15 years of industry experience, Brian is known for his reliability and for ensuring project success. He leads Streamline as the President and is involved in every aspect of each project. Every position at Streamline is filled with committed professionals that are willing and able to work on every aspect of the project. From ownership to each superintendent, there is open and clear communication that allows for efficient decision making that produces a final product that everyone will be proud of for decades.

RECENT DEVELOPMENTS

- Live-Make Apartments – Austin, TX
- Canyon Lofts – Canyon, TX
- Fireside Apartments – Winter Park, CO
- The Venue of the Good Ranch – Raymore, MO
- Stone Ridge Apartments – Kimberling City, MO
- Four Season Apartments – Camdenton, MO
- Wichita Falls Lofts – Wichita Falls, TX
- Canyon Creek Apartments – Lenexa, KS
- Plainview Townhomes – Plainview, TX



**CARI EISENHAUER,
EXECUTIVE DIRECTOR**

ceisenhauer@managevalhalla.com

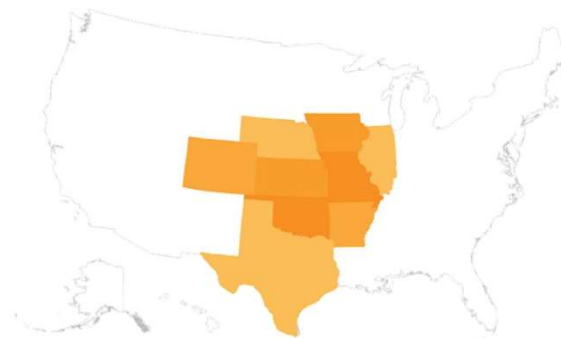
www.managecalhalla.com

417-569-5959

Housing is our passion and comes with our commitment to provide quality, affordable, opportunities, for both seniors and families.

We honor that commitment by working closely with the communities in which we build. We are only limited by opportunity; never by location, project type, or creativity to realize and fulfill a need when it comes to housing.

By involving community organizations and services providers, we have the ability to bring change to families at the same time and offering them a new place to live.

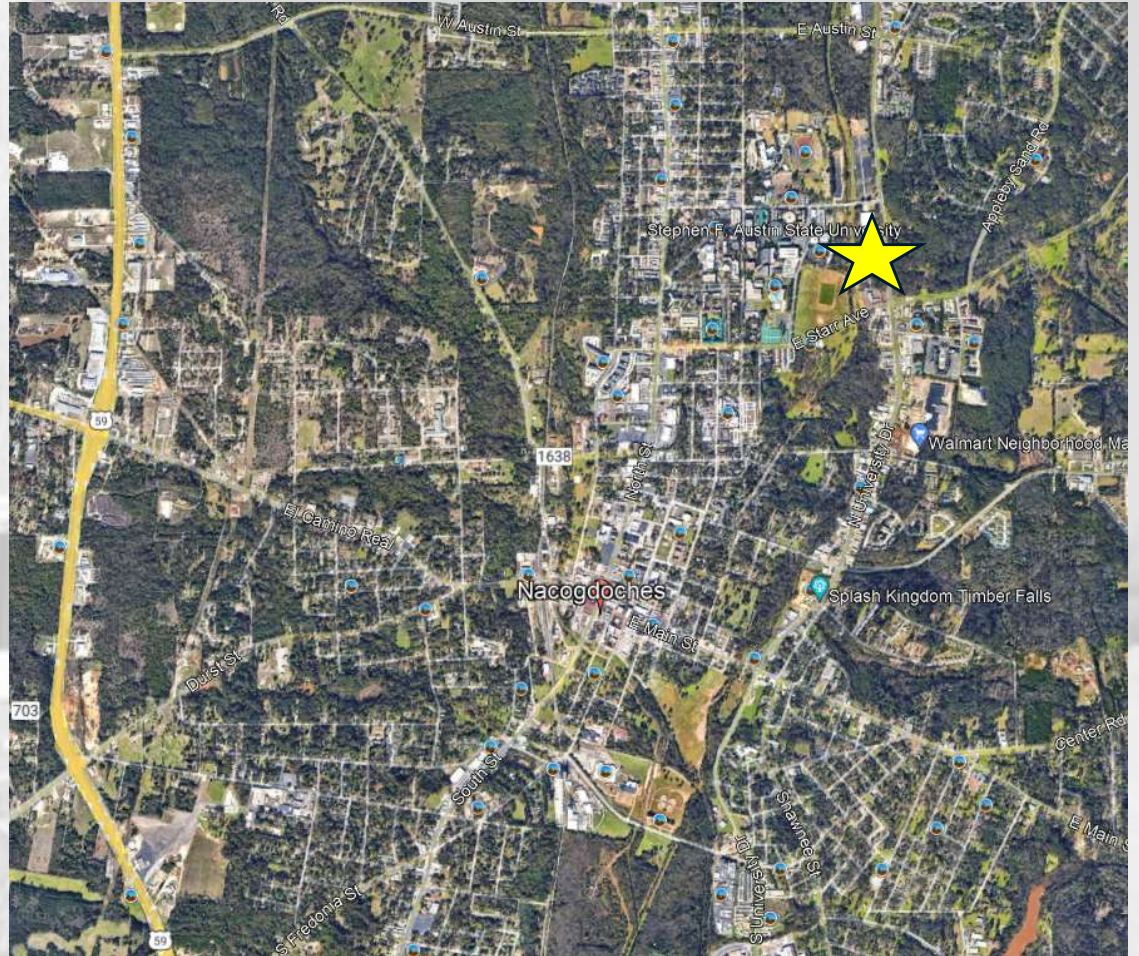


**MANAGED LIKE WE OWN THE
PROPERTY...BECAUSE WE DO!**

**VALHALLA MANAGEMENT ONLY
MANAGES PROPERTIES FOR THE
OWNERS OF THE MANAGEMENT
COMPANY. WE ARE LONG-TERM
OWNERS THAT ALWAYS PUT
REPUTATIONS AHEAD OF RETURNS.**

MANAGEMENT

Location



Preliminary Development Plans

of Units 66

Zoning: B-2 (Allowing for proposed Development)

Population: Family or Senior

Total Development Costs:
\$17,000,000+

Construction Costs:
\$11,600,000
\$176,000/residence

In this proposal, the City has the option of choosing family or senior new construction apartments. In past years, this site was only eligible for family. However, the scoring criteria for this site now allows for either family or senior (55+) residences. The following site plans give the City the option of choosing. Both family and senior are needed in the community. Last year the City chose a senior rehabilitation development for the resolution of support. New construction will add housing options for the citizens and provide new tax base for the community.

UNITS	
TYPE	QUANTITY
1-BR UNIT(0)	10
2-BR UNIT(0)	34
3-BR UNIT(0)	10
TOTAL:	60

AMENITIES	
(1)	DOG PARK
(1)	PAVILION W/ BBQ GRILLS & GAMES
(1)	FITNESS ROOM
(1)	COMMUNITY ROOM W/ KITCHENETTE
(1)	PLAYGROUND W/ OBSERVATION DECK

PARKING PROVIDED	
NOTE: ALL PARKING PROVIDED IS UNCOVERED	
TYPE	QUANTITY
STANDARD SPACE(0)	122
STANDARD ACCESSIBLE SPACE(0)	0
VAN ACCESSIBLE SPACE(0)	2
TOTAL PARKING PROVIDED:	124

SITE INFORMATION	
LAND AREA:	41- 0.88 ACRES(0)
EXISTING USE:	<EXISTING USE>
CURRENT ZONING:	<CURRENT ZONING>
PROPOSED USE:	MULTIFAMILY APARTMENTS

SITE LEGEND

ACCESSIBLE ROUTE (30" MIN. WIDTH, 2% CROSS SLOPE MAX, 5% RUNNING SLOPE MAX)

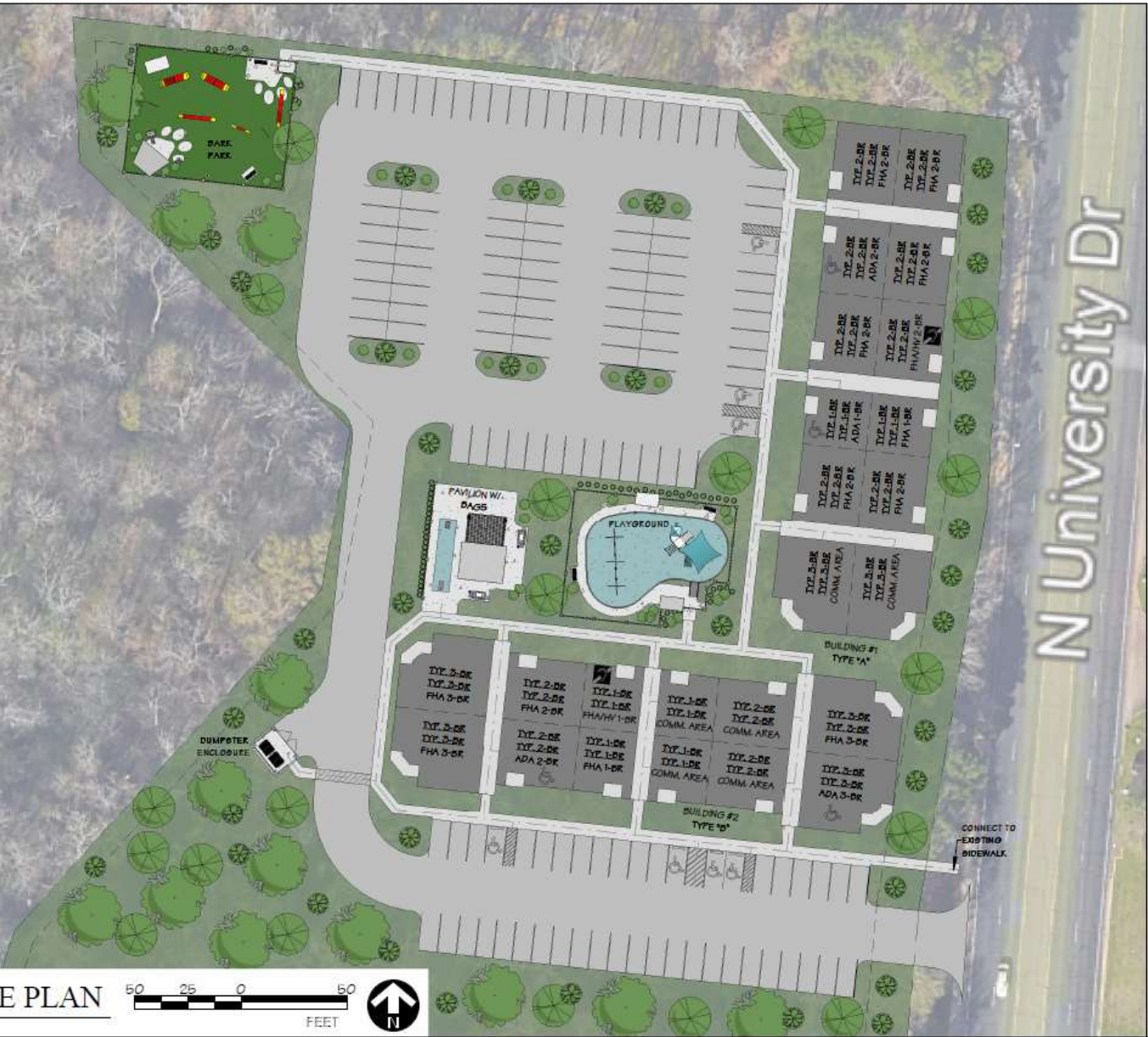
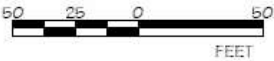
UPA/ADA ACCESSIBLE

AUDIOVISUAL (OR) HEARING/VISUAL (H/V) ACCESSIBLE

UNIT TYPE LEGEND	
TYP.	TYPICAL UNIT
FHA	FAIR HOUSING ACT
ADA	AMERICANS WITH DISABILITIES ACT
H/V	HEARING/INDIVIDUAL

PROPOSED FAMILY SITE PLAN

SCALE: 1" = 30'-0"



ELM GROVE

NACOGDOCHES, NACOGDOCHES COUNTY,

TEXAS

AP2.0

UNITS	
TYPE	QUANTITY
1-BR UNIT(0)	24
2-BR UNIT(0)	42
TOTAL:	66

AMENITIES	
(1) DOG PARK	
(1) PAVILION W/ BBQ GRILLS & GAMES	
(1) FITNESS ROOM	
(1) COMMUNITY ROOM W/ KITCHENETTE	

PARKING PROVIDED	
NOTE: ALL PARKING PROVIDED IS UNCOVERED	
TYPE	QUANTITY
STANDARD SPACE(0)	102
STANDARD ACCESSIBLE SPACE(0)	5
VAN ACCESSIBLE SPACE(0)	2
TOTAL PARKING PROVIDED:	109

SITE INFORMATION	
LAND AREA:	47-0.00 ACRES(0)
EXISTING USE:	<EXISTING USE>
CURRENT ZONING:	<CURRENT ZONING>
PROPOSED USE:	MULTIFAMILY APARTMENTS

SITE LEGEND	
	ACCESSIBLE ROUTE (30' MIN. WIDTH, 2% CROSS SLOPE MAX, 5% RUNNING SLOPE MAX)
	WPA/ADA ACCESSIBLE
	AUDITION/HEARING (HIV) ACCESSIBLE

UNIT TYPE LEGEND	
TYP.	TYPICAL UNIT
FHA	FAIR HOUSING ACT
ADA	AMERICANS WITH DISABILITIES ACT
HIV	HEARING/IMPAIRMENT



PROPOSED SENIOR LIVING SITE PLAN

SCALE: 1" = 30'-0"

NOVEMBER 2024

Wallace
ARCHITECTS LLC
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ELM GROVE
NACOGDOCHES, NACOGDOCHES COUNTY,
TEXAS

AP2.1

11/21/2024 3:06:08 PM

4813

Public Transportation

BLUE 1A

(Starts at 5:00am, 8:00am,
11:00am 2:00pm, 5:00pm)

Minutes After the Hour

:00 Left on Fredonia
:02 Left on Main
:03 Right on North/B-59
:07 Right on Griffith Blvd.
Right on Vista/SFA
:08 Right on North/B-59
:13 Right into Wal-Mart
:14 Right on NE Stallings
:15 Left on Meadowview
:17 Left on Oakview
:18 Left on Northway
:19 Right on Stallings
:20 Right on Klein
(Klein turns into Russell)
:22 Right on North/B-59
:24 Left on Millard at
Technical Training CTR
:26 Left on Industrial
:27 Left onto US 59 South
:28 Left on Stallings
:32 Right on University
:34 Left into Burke Center
Left on Maroney
Right on University
:36 Right on Stallings
:38 Right on Appleby Sand
:40 Right on Austin
:41 Left on University
:44 Left into Brookshire Bro
Right on University
:46 Left on Starr
:47 Left on Mound
:48 Right on Hughes
Left on Fredonia
:50 Right on Main
Left on Pecan
:52 Left into Transfer Point

BLUE 2A

(Starts at 6:30am, 9:30am,
12:30pm, 3:30pm)

Minutes After the Hour

:30 Left on Fredonia
:32 Left on Main
:33 Right on North/B-59
:37 Right on Griffith Blvd.
Right on Vista/SFA
:38 Right on North/B-59
:43 Right into Wal-Mart
:44 Right on Stallings
:45 Left on Meadowview
:47 Left on Oakview
:48 Left on Northway
:49 Right on Stallings
:50 Right on Klein
(Klein turns into Russell)
:52 Right on North/B-59
:54 Left on Millard
Technical Training CTR
:56 Left on Industrial
:57 Left onto US 59 South
:58 Left on Stallings
:02 Right on University
:04 Left into Burke Center
Left on Maroney
Right on University
:06 Right on Stallings
:08 Right on Appleby Sand
:10 Right on Austin
:11 Left on University
:14 Left into Brookshire Bro
Right on University
:16 Left on Starr
:17 Left on Mound
:18 Right on Hughes
Left on Fredonia
:20 Right on Main
Left on Pecan
:22 Left into Transfer Point

Brazos Transit District

For help with planning your trip call: 1-800-272-0039
Visit us online at www.btd.org/fixed-routes/map/



To view live maps and bus locations
download our FREE mobile app: RideBTD

Nacogdoches Schools I.S.D., Private & Parochial

Indicates approximate location

#1	Accelerated Learning Center	Blue
#2	Brooks Quinn Jones Elementary	Red
#3	Carpenter Elementary	Red
#4	Christ Episcopal School	Blue
#5	Fredonia Elementary	Red
#6	Fredonia Hill Day School	Red
#7	Mike Moses Intermediate	Blue
#8	Mike Moses Middle	Blue
#9	Nacogdoches High	Blue
#10	Nettie Marshall Elementary	Red
#11	Raguet Elementary	Blue
#12	Stephen F. Austin University	Blue
#13	Thomas J. Rusk Elementary	Blue
#14	Technical Training Center	Blue

Tickets and passes may be purchased by credit card over
the phone at (979) 778-0607 ext. 0, by mail, or at BTD's
Jennings Station located in Lufkin at: 302 S. 1st Street



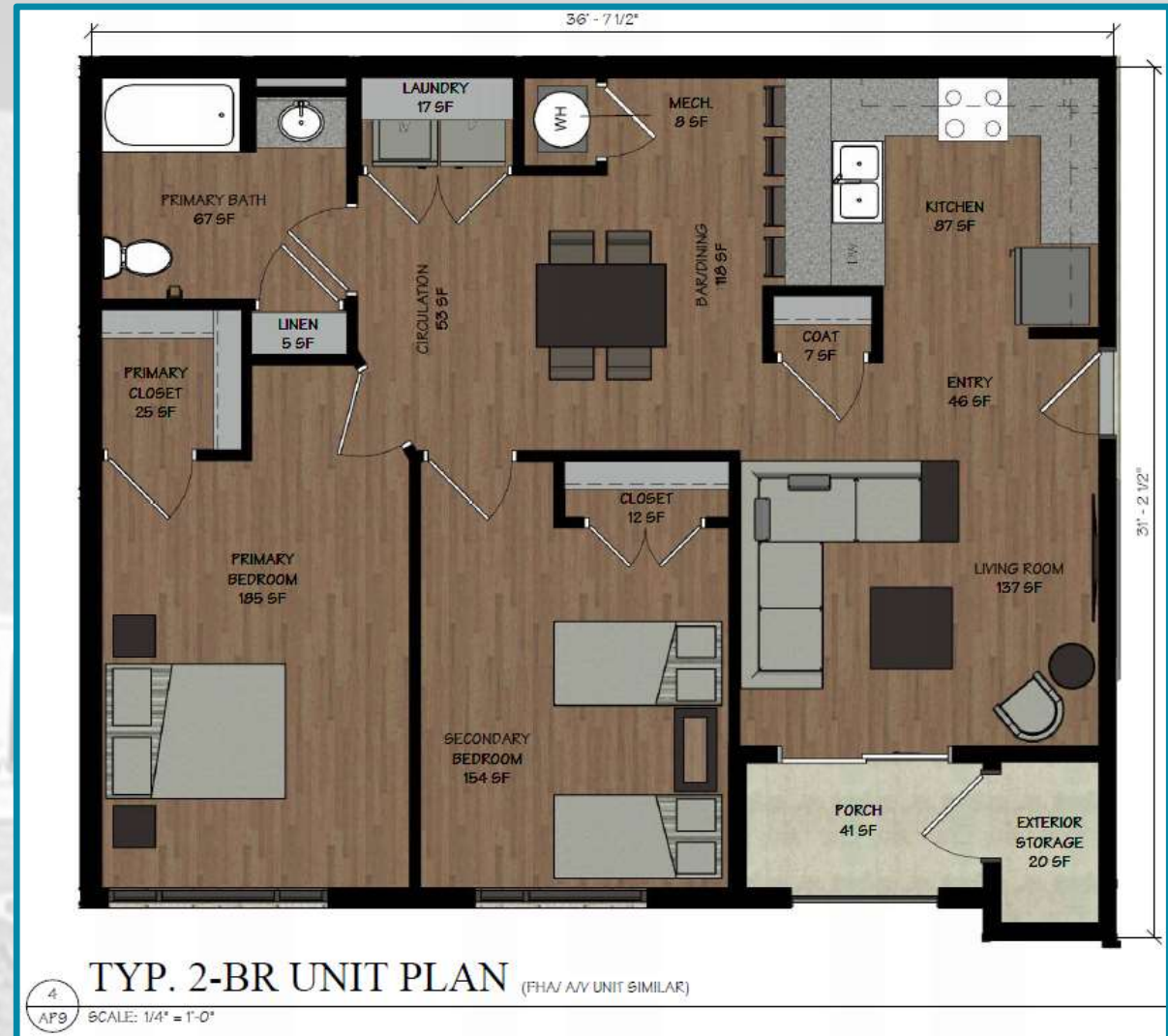
1-Bedroom Unit Plans

of Units 12
Size 828 SF
Rent \$733 (Estimated)



2-Bedroom Unit Plans

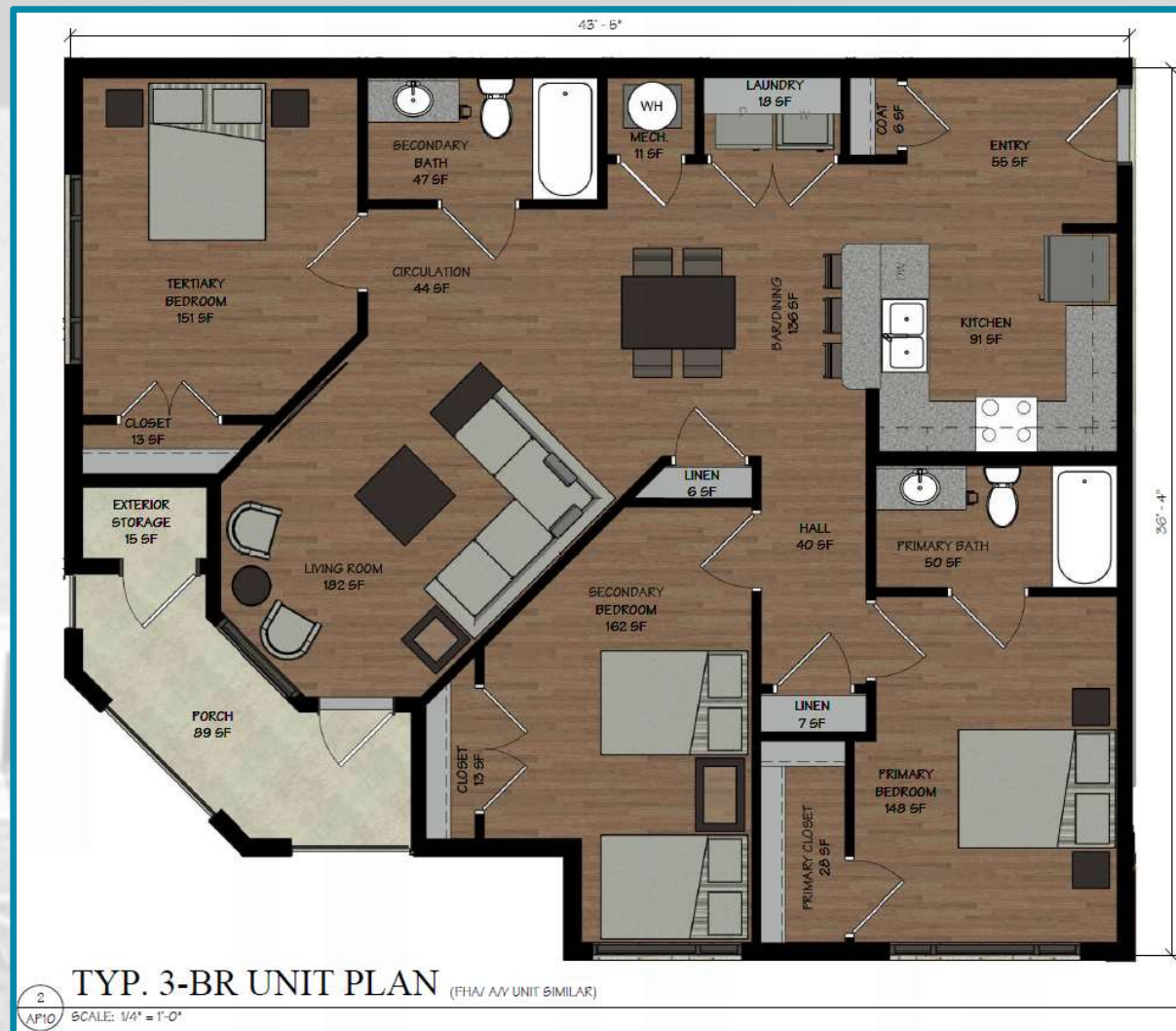
of Units 36
Size 1,103 SF
Rent \$880 (Estimated)



3-Bedroom Unit Plans

of Units 20
Size 1,465 SF
Rent \$1,014 (Estimated)

*****UNIT ONLY USED IN THE FAMILY
OPTION**





Senior Development Renderings



Exterior/Amenity Photos



Interior Photos

Development Summary

Family Option:

Number of Residences = 66 Total

16 – One Bedrooms

34 – Two Bedrooms

16 – Three Bedrooms

7.5% - 30% AMI units

20% - 50% AMI units

72.5% - 60% AMI units

Senior Option (55+):

Number of Residences = 66 Total

24 – One Bedrooms

42 – Two Bedrooms

7.5% - 30% AMI units

20% - 50% AMI units

72.5% - 60% AMI units

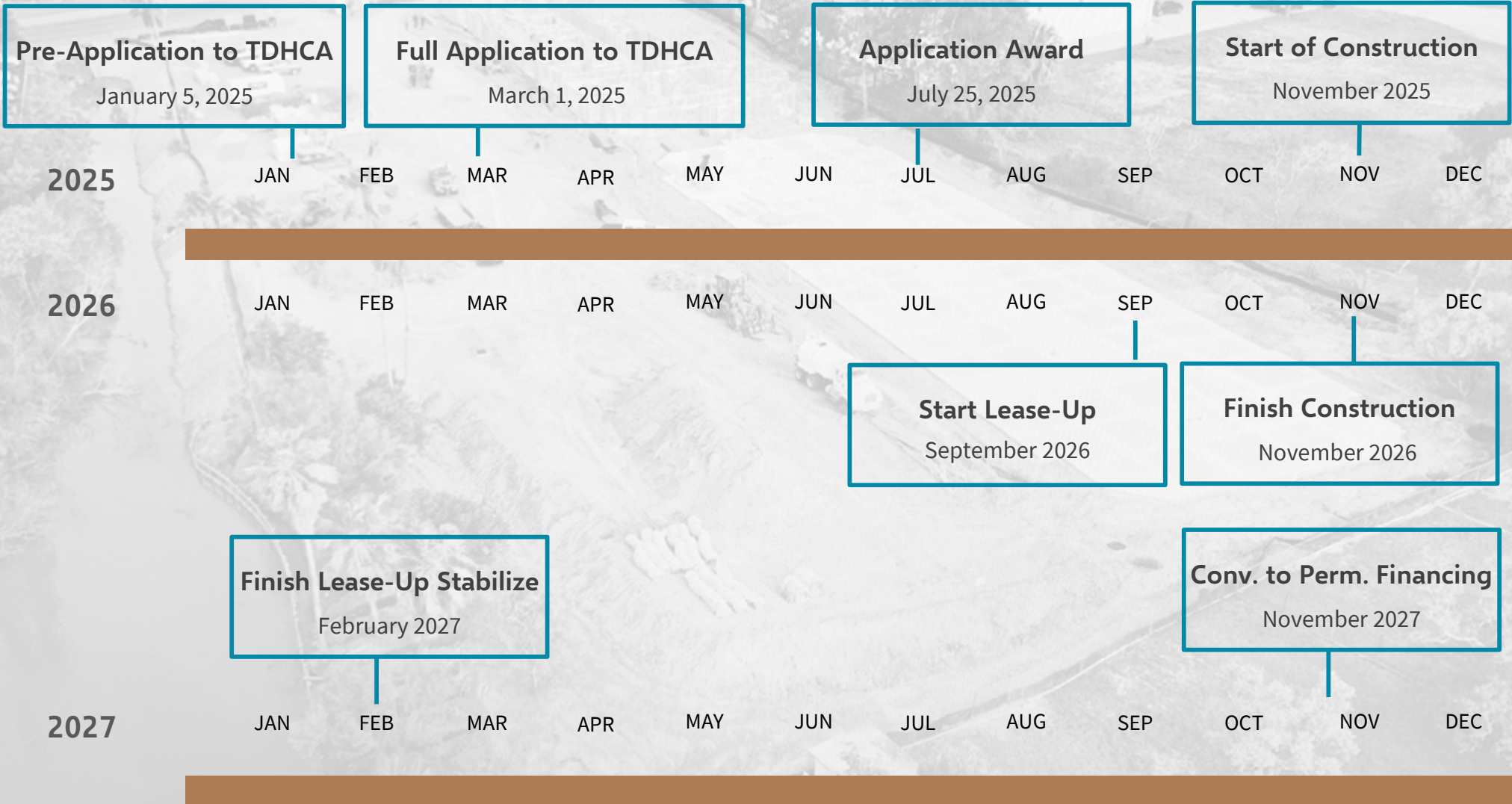
Income Limits

AMFI %	Number of Household Members				
	1	2	3	4	5
30	\$ 15,750	\$ 18,000	\$ 20,250	\$ 22,500	\$ 24,300
50	\$ 26,250	\$ 30,000	\$ 33,750	\$ 37,500	\$ 40,500
60	\$ 31,500	\$ 36,000	\$ 40,500	\$ 45,000	\$ 48,600
80	\$ 42,000	\$ 48,000	\$ 54,000	\$ 60,000	\$ 64,800

Rent Limits

AMI%	Bedrooms		
	1	2	3
30	\$421	\$506	\$585
50	\$703	\$843	\$975
60	\$843	\$1,012	\$1,170
80	\$1,125	\$1,350	\$1,560

Development Timeline



Review Questions

- **Number of permanent jobs to be created at the development**
 - There will be 4 permanent jobs created.
 - One Full-Time Property Manager
 - One Part-Time Property Manager
 - One Full-Time Maintenance Director
 - One Part-Time Porter (Assistant Maintenance)
- **Will construction crews and contractors be hired locally (in Nacogdoches County) or will you bring crews and contractors from other areas.**
 - JCM Ventures owns Streamline Construction, which is a General Contractor. Streamline does not self-perform any of the subcontractor trades. We will be sources as many local subcontractors and suppliers as possible for all of the labor and materials needed for the development.
- **What is the anticipated taxable valuation of your property?**
 - Approximately \$3,050,000
- **Your management company's policy for overnight visitors (length of stay, relationship to tenant, etc.)**
 - Regardless of the relationship to the tenant no one is permitted more than seven days consecutively or fourteen nonconsecutive days in a month. An exception would be with written approval for someone that needs medical care or someone that has a baby and needs four to six weeks of help from a friend or family member. Anyone staying longer than the above times would need to be on the lease and have credit and criminal background checks (for 18+ years of age) completed prior to going over those times.
- **The composition of the exterior building materials (i.e. traditional siding, masonry, Hardie Plank siding, etc.)**
 - The exterior of the building is stone masonry on 1/3 of the side with Hardie Plank siding on the remaining 2/3.
- **A description of any transportation services management will provide to the residents of the proposed development (routes, frequency, etc.)**
 - Elm Grove Apartments is on the Blue Loop of the Brazos Transit District. The bus passes directly next to the site On the Blue 1A and Blue 2A.
 - Blue 1A Times: 5:41am, 8:41am, 11:41am, 2:41pm and 5:41pm
 - Blue 2A Times: 7:11am, 10:11am, 1:11pm, and 4:11pm

Request

1. Resolution of Support
2. Two Time Resolution
(Can be combined with the Support Resolution)
3. \$250 Fee Waiver or funding commitment

NO Tax Abatement, Utility Extensions or additional waivers will be requested