

CONTRACT DOCUMENTS
FOR
FIVE POINTS BUSINESS PARK
BUILDING C PERMANENT PARKING SOLUTION



JULY 2023

Board of Directors

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Misty Mayo, CEO

PREPARED BY:



Enprotec | Hibbs & Todd

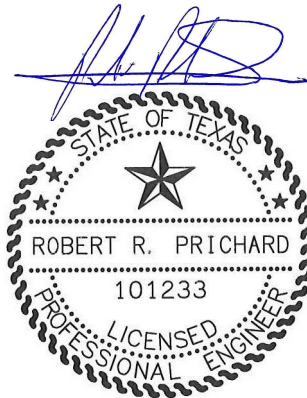
DEVELOPMENT CORPORATION OF ABILENE

PROJECT MANUAL

FOR

BUILDING C PERMANENT PARKING SOLUTION
FIVE POINTS BUSINESS PARK

JUNE 2023



06/23/2023

Bid / Contract Documents Only

**DEVELOPMENT CORPORATION OF ABILENE
BUILDING C PERMANENT PARKING SOLUTION
FIVE POINTS BUSINESS PARK**

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BID DOCUMENTS

ADVERTISEMENT FOR BIDS

DEVELOPMENT CORPORATION OF ABILENE BUILDING C PERMANENT PARKING SOLUTION FIVE POINTS BUSINESS PARK ABILENE, TEXAS

General Notice

The Development Corporation of Abilene, Inc. (Owner) is requesting Bids for the construction of the following Project:

BUILDING C PERMANENT PARKING SOLUTION

Bids for the construction of the Project will be received at the Development Corporation of Abilene office, located at **174 Cypress Street, 3rd Floor, Abilene, Texas 79601**, until **Wednesday, August 16, 2023 at 2:00 p.m.** local time.

The Project includes the following Work: Construction of 29,120 +/- sf of concrete parking, on the south side of the Hartmann's Inc building at 1221 Fulwiler Road in the Five Points Business Park.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

<https://developabilene.com/about-abilene-dcoa/bid-packets/>

Bidding Documents may be downloaded from the designated website, listed above. The designated website will be updated periodically with addenda, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The successful bidder, if any, will be the bidder offering the most beneficial bid for the DCOA based on criteria including: (1) proposed construction costs; (2) history of contractor's quality and successful completion of previous projects; (3) contractor's proposed team; (4) past performance on comparable jobs; (5) overall reputation; (6) financial capability compared to size and scope of the project; 7) past relationship with the DCOA; 8) if the contractor is located in the City of Abilene; and/or 9) any other criteria as determined by the DCOA and/or any architect/engineer used for the construction project.

This Advertisement is issued by:

Owner: **Development Corporation of Abilene, Inc.**

By: **Misty Mayo**

Title: **Chief Executive Officer**

Date: **July 28, 2023**

BID FORM FOR CONSTRUCTION CONTRACT

SECTION 1. OWNER

1. This Bid is submitted to: **Development Corporation of Abilene**
174 Cypress Street, 3rd Floor
Abilene, Texas 79601

Project Name: Building C Permanent Parking Solution
Project Number: 8642

2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

SECTION 2. ATTACHMENTS TO THIS BID

1. The following documents are submitted with and made a condition of this Bid:
 - a. Required Bid Security (Bond);
 - b. List of Proposed Subcontractors (if any);
 - c. Evidence of Authority to do business in the State of Texas;
 - d. Required Bidder Qualification Statement

SECTION 3. BASIS OF BID—LUMP SUM BID AND UNIT PRICES

1. Unit Price Bids
 - a. Bidder will perform the following Work at the indicated unit prices:

SECTION 4. BIDDERS ACKNOWLEDGEMENT

1. Receipt of Addenda
 - a. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

2. Bid Acceptance Period
 - a. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

BID SCHEDULE

Show bid prices in words and numerals. Words take precedence over numerals. Round off unit prices to two decimal places only. These Bid prices must include all labor, materials, equipment, insurance, overhead, superintendence, transportation, profit, and incidentals to cover the finished Work called for in the Contract Documents. *In case of mathematical error in extensions, (Unit Prices) prevails.*

BID SCHEDULE FOR BUILDING C PERMANENT PARKING SOLUTION				
BASE BID				
NOTE: Bids shall include all applicable taxes and fees				
ITEM	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICES (PRICE TO BE WRITTEN)	UNIT PRICE (NUMBERS)	TOTAL
1	1 LS	Furnish Mobilization, Bonds and Insurance, at _____ Dollars and _____ Cents per lump sum.		\$ _____
2	1 LS	Implement Appropriate Stormwater Pollution Prevention Plan (SWP3) controls and provide any required permit forms and fees, at _____ Dollars and _____ Cents per lump sum.		\$ _____
3	1 LS	Site Clearing, Grubbing, Miscellaneous Demolition, as shown and as specified, for _____ Dollars and _____ Cents per acre.		\$ _____
4	3,235 SY	Furnish and install Concrete Paving including monolithic curbing, steel reinforcement, forming, finishing, and all related appurtenances, as shown and as specified, for _____ Dollars and _____ Cents per square yard.	\$ _____ /SY	\$ _____
5	4 EA	Furnish and install Roof Drain Line modifications, as shown and as specified, for _____ Dollars and _____ Cents per each.	\$ _____ /EA	\$ _____
6	1 EA	Abandon, Cut and Plug Existing Sewer Force Main, as shown and as specified, for _____ Dollars and _____ Cents per each.	\$ _____ /EA	\$ _____
TOTAL BASE BID PRICE (ITEMS 1 THRU 6)				\$ _____

Bidder agrees that the Work will be substantially complete within _____ calendar days after the date when the Contract Times commence to run, and will be completed and ready for final payment within _____ calendar days after the date when the Contract Times commence to run.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Development Corporation of Abilene, Inc. Address <i>(principal place of business)</i> : 174 Cypress Street, 3rd Floor Abilene, Texas 79601	Bid Project <i>(name and location)</i> : Building C Permanent Parking Solution, Five Points Business Park, Abilene, Texas Bid Due Date: August 16, 2023
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—SAFETY

3.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

3.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 4—INSURANCE

4.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Does provider have an A.M. Best Rating of A-VII or better?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 5—CONSTRUCTION EXPERIENCE

5.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

5.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project:				
As a general contractor:		As a joint venturer:		
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Provide full details in a separate attachment if the response to any of these questions is 'Yes'.				

5.03 List all projects currently under contract in Schedule A and provide indicated information.

ARTICLE 6—REQUIRED ATTACHMENTS

6.01 Provide the following information with the Statement of Qualifications:

- A. Schedule A - list of current projects, up to 3.
- B. Schedule B – list team members and company references.
- C. Additional pertinent items.

This Statement of Qualifications is offered by:

Business: _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Schedule A—Current Projects

Name of Organization			
Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	
Project Owner		Project Name	
General Description of Project			
Project Cost		Date Project	

Schedule B—Key Individuals & Company References

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Company References Contact Information			
Company Name		Company Name	
Contact & Position		Contact & Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	

CONTRACT DOCUMENTS

CONSTRUCTION AGREEMENT

This Construction Agreement (the “**Agreement**” or “**Contract**”) is made and entered into by and between the Development Corporation of Abilene, Inc. (“**DCOA**”), a Texas non-profit corporation and an economic development corporation formed pursuant to *Tex. Loc. Gov’t Code Section 501.001 et. seq.*, 174 Cypress Street, Suite 301, Abilene, Texas 79601 and [____], (“**Contractor**”), [a _____], [address] (the DCOA and Contractor are individually referred to herein as a “**Party**” and collectively referred to herein as the “**Parties**”).

WHEREAS, the DCOA is the owner of the following described Property and is seeking the services of a contractor to make certain improvements to the Property. The Property is described as follows: 1121 Fulwiler Road, Abilene, Texas (the “**Property**”); and

WHEREAS, the improvements that the DCOA is seeking are described in the Project Manual titled “Contract Documents for Five Points Business Park Building C Permanent Parking Solution” dated June 23, 2023 (the “**Project Manual**”). This Agreement is incorporated within the Project Manual which shall include, but not limited to, (i) the terms and conditions, in addition to this Agreement, contained within the Project Manual and (ii) the Technical Specifications and Construction Drawings contained in the Project Manual are hereby incorporated herein, and Contractor is willing to perform such improvements to the Property according to the terms and conditions that are set forth herein; and

WHEREAS, the DCOA desires to retain Contractor to perform such improvements to the Property according to the terms and conditions that are set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

ARTICLE 1 IMPROVEMENTS TO BE PERFORMED BY CONTRACTOR

1.01 Scope and Timing of Work. Contractor agrees to perform the construction and/or services required to make the improvements to the Property as specified in the Project Manual (said improvements are sometimes collectively referred to herein as the “**Work**”) and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. Contractor shall use all new materials in connection with the Work, unless stated otherwise in this Agreement. Contractor’s performance of the Work shall conform to the standards prevailing in Taylor County, Texas with respect to the scope, quality, due diligence, and care for like Work. Contractor shall coordinate the performance of the Work with the DCOA’s Chief Executive Officer (“**CEO**”) and any other person that the CEO designates. For purposes of this Agreement, the DCOA’s CEO shall serve as the “**Contracting Officer**” for this Agreement. Contractor shall provide all personnel, labor, tools, materials and services, and pay all cost that are necessary in order for Contractor to complete the Work.

1.02 Commencement of Work. Contractor shall commence the performance of the Work upon the DCOA delivering to Contractor a Notice to Proceed. If Contractor acquires any permits for the Work, Contractor shall provide the DCOA with copies of all permits required pursuant to **Section 1.05** prior to Contractor’s commencement of the Work.

1.03 Completion of Work. Contractor shall begin the Work no later than 10 days from the date that the DCOA delivers to Contractor the Notice to Proceed and Contractor shall complete the Work no later than [] days from the date that the DCOA delivers to Contractor the Notice to Proceed (the “**Required Completion Date**”)¹. Upon the completion of the Work, Contractor agrees to leave the Property in the same or substantially the same condition as the Property was in before the Contractor commenced the Work. All surrounding area where no Work is being performed and the path traveled to construction must be restored to the same or a substantially similar condition as the areas were in before Contractor commenced the Work. Contractor agrees to repair and/or replace any damaged areas as a result of Contractor’s use of the Property. At the time of Contractor’s substantial completion, the Contracting Officer or his/her designee will conduct an inspection of the Work and will execute and deliver to Contractor a punch list specifying items to be completed and/or corrected prior to the Work being completed. Contractor agrees to complete and/or correct the Work in accordance with the terms of **Section 1.04** below.

1.04 Correction of Work. The Work is subject to review and approval by the Contracting Officer or his/her designee whether discovered before or after completion and whether or not fabricated, installed, or completed. The Work shall conform to all existing local and state building codes. Contractor shall coordinate all necessary color, type and style selections with the DCOA’s Contracting Officer or any other person that the Contracting officer designates. In the event that all or part of the Work is not approved and accepted by the Contracting Officer or his/her designee, said Work shall be deemed to be “**Rejected Work**”. Contractor shall correct all of the Work that is determined by the DCOA to be Rejected Work no later than 30 days after the DCOA notifies the Contractor of such Rejected Work. Contractor shall be responsible for the payment of all expenses associated with correcting said Rejected Work, including but not limited to additional testing and inspections, the cost of uncovering and replacement, and compensation for any third party services and expenses incurred by the DCOA as a result of such Rejected Work. In the event that Contractor fails to correct such Rejected Work within such 30 day time period, the DCOA may correct and remedy such Work. In such event, the DCOA may reduce the amount that is payable to Contractor hereunder in an amount equal to the sum that it expends to correct and remedy the Work and/or seek the payment of such sums directly from Contractor. Upon demand from the DCOA, Contractor agrees to pay to the DCOA within 7 days of the date of the demand the sums that the DCOA incurs to remedy any Rejected Work.

1.05 Licenses and Permits, Fees, Notices, and Compliance with Laws.

(a) Contractor shall obtain and maintain all necessary licenses, permits (including building permits), and certificates that it is required to hold or maintain (if any) to perform the Work specified herein, including all licenses required by any statute, ordinance, rule, or regulation. Contractor shall immediately notify the DCOA of any suspension, revocation, or other detrimental action against any of its licenses, permits or certificates that relate to the Work.

¹ Should Contractor fail to complete said Work within the time required, Contractor shall be subject to liquidated damages as specified in **Section 1.06**.

(b) Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work.

(c) Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

1.06 Liquidated Damages. Contractor and the DCOA recognize that time is of the essence regarding this Agreement and that the DCOA will suffer financial loss if the Work is not completed by the time of the Required Completion Date. The Parties also recognize the expense and difficulties in proving in a legal proceeding the actual loss suffered by the DCOA if the Work is not completed on time. Accordingly, instead of requiring any such proof, the DCOA and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the DCOA [$\$ \underline{\hspace{2cm}}$]² for each day that expires after the Required Completion Date until the Work is completed. Notwithstanding the foregoing, in the event that the weather prevents the Contractor from performing the Work, the Required Completion Date shall be extended for each day that the weather prevents Contractor from performing the Work, provided that the DCOA concurs (in writing) that the weather prevented the Contractor from performing the Work on such day(s). In this regard, should Contractor be prevented from performing the Work due to the weather, Contractor must so inform the DCOA no later than 3 days after such weather day. The DCOA's concurrence (in writing) with Contractor's claim for an extension due to a weather day and the Contractor providing the notice to the DCOA as set forth above are conditions precedent for the Contractor to claim a weather day(s) under this Section for the purpose of extending the Contractor's obligations to complete the Work within the time period set forth above. The terms and conditions of this Section are in addition to the terms and conditions that are set forth in **Article 4**, and the Parties agree that the terms and conditions of this Section may be enforced independent of the terms and conditions that are set forth in **Article 4**.

1.07 Warranty. Contractor warrants to the DCOA that the materials furnished under this Agreement will be of good quality, that Contractor's Work will be free from defects not inherent in the quality required or permitted, that the Work will conform to the requirements of this Agreement and that the Work will be fit for its ordinary purpose. Work not conforming to the requirements of this Agreement may be considered defective.

1.08 Correction of Work after Completion. In addition to Contractor's warranty obligations as set forth in **Section 1.07** above, if within 1 year after Contractor has completed the Work, any of the Work is found not to be in accordance with the requirements of this Agreement, Contractor shall correct the Work promptly after receipt of written notice from the DCOA to do so, unless the DCOA has previously given Contractor a written acceptance of such condition. If Contractor fails to correct the nonconforming Work within 30 days after written notice from the DCOA, the DCOA may correct the Work and, following completion of the corrected Work, Contractor shall pay the DCOA for the costs and expenses that the DCOA incurs in correcting the Work upon 7 days written notice from the DCOA to the Contractor. Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations which

² $[(\text{Contract Sum} * 15\%)/\text{Contract Days}]$

Contractor might have under this Agreement. Establishment of a 1 year period for correction of the Work relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the obligations to comply with this Agreement may be sought to be enforced by the DCOA, nor the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligation under this Agreement, other than specifically to correct the Work under this Section.

1.09 Subcontractors and Prohibition Against Liens. Contractor may not hire subcontractors to perform the Work unless the DCOA gives its written consent, which it may withhold in its sole and absolute discretion. The Contractor is prohibited from placing a lien on the DCOA's property. This prohibition shall apply to all subcontractors at any tier and all material suppliers.

1.10 List of Subcontractors. Upon request from the DCOA, Contractor shall provide to the DCOA a list of subcontractors and materialmen that have been or may be utilized to perform the Work. At the DCOA's request, Contractor agrees to provide to the DCOA lien waivers from all subcontractors and materialmen who have been utilized to perform the Work.

1.11 Subcontractor Responsibility. Contractor shall be responsible to the DCOA for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its subcontractors. Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in the tasks assigned to them.

1.12 Labor and Materials. Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

1.13 Use of Property. Contractor shall not unreasonably encumber the Property with materials or equipment. Contractor shall keep the Property clean and orderly during the course of the Work and, on a daily basis, remove from the Property all debris and waste material resulting from the Work. Contractor shall not utilize onsite trash receptacles, unless expressly authorized in writing by the DCOA. Upon completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from the Property.

1.14 Contractor's Representations and Warranties. Contractor represents and warrants to the DCOA that:

(a) The Contractor has visited the Property, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Work;

(b) The Work will be in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities;

- (c) title to all Work will pass to the DCOA no later than the time of payment;
- (d) all Work for which the Contractor has received payment from the DCOA is free and clear of liens, claims, security interests or other encumbrances adverse to the DCOA's interests; and
- (e) any plans and specifications provided by Contractor will be of good quality and suitable for the Work.

1.15 Contractor's Expertise. Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the DCOA to cooperate and exercise the Contractor's skill and judgment in furthering the interests of the DCOA; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the DCOA's interests.

ARTICLE 2

PAYMENT TO CONTRACTOR

2.01 Payment for the Work. Provided that Contractor performs its obligations as specified herein, the DCOA agrees to pay the Contractor the sum of [\$_____] (the "**Contract Sum**") for the Work that Contractor has agreed to perform as specified in this Agreement. The Contract Sum includes, but is not limited to, the cost of all permits associated with the Work, the cost of the bonds described in **Article 13**, and all charges associated with Contractor making trips to the Property. Unless written Contract modifications or changes are expressly agreed to by the DCOA, there shall be no escalation in the Contract Sum for any reason. Subject to the other terms and conditions of this Agreement, the above-referenced Contract Sum shall be payable by the DCOA to the Contractor as follows:

- (a) 90% of the Contract Sum shall be payable to Contractor upon its completing the Work as represented by the Contractor and verified by the DCOA's Contracting Officer or any other person that the Contracting officer designates.
- (b) 10% of the Contract Sum shall be payable to Contractor 30 days following completion of the Work (said completion as represented by Contractor and verified by the DCOA's Contracting Officer or any other person that the Contracting officer designates).

Contractor shall invoice the DCOA each time that an amount becomes payable under this Agreement. Such invoices should be sent to the DCOA, 174 Cypress Street, Suite 301, Abilene, Texas 79601. The DCOA agrees to pay the Contractor for such Work within 15 days following its receipt of the Contractor's invoice (but only after such Work has been inspected and approved by the DCOA).

Contractor shall not allow a mechanic, contractor, subcontractor, materialman or other person to contract for or in any other manner have or acquire any lien upon any building or work covered by this Contract or the land upon which the same is situated. Notwithstanding the foregoing, in the event that the DCOA receives notice or a claim that a subcontractor, supplier,

materialman or employee of Contractor has not been paid for work or materials provided for the project that is the subject of this Agreement, the DCOA may withhold all payments due to Contractor under this Agreement until such payment issues are resolved to the satisfaction of the DCOA.

Before final acceptance of this project by the DCOA, the Contractor may be required to execute and provide the DCOA with an affidavit that all bills for labor, materials and incidentals incurred by subcontractors, materialmen, mechanics and suppliers under this Agreement have been paid in full, and that there are no claims pending of which Contractor has been notified.

2.02 Method of Payment—Disputed Payments. If the DCOA disputes any items on an invoice that Contractor submits for any reason, including lack of approval or lack of supporting documentation, the DCOA shall temporarily delete the disputed item and pay the remainder of the invoice. The DCOA shall promptly notify the Contractor of the dispute and request remedial action. After the dispute is settled/resolved (and only after the dispute is settled/resolved), the Contractor shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only at the agreed upon/determined amount.

2.03 Taxes. The DCOA is exempt from payment of Texas Limited Sales and Use Tax. The Contractor's invoices to the DCOA must not contain assessments of any of these taxes. The DCOA will furnish the DCOA's exemption certificate and federal tax identification number to the Contractor if requested.

ARTICLE 3 DISPUTE RESOLUTION

All claims by the Contractor against the DCOA shall be made in writing and submitted to the Contracting Officer for a written decision. The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made. If the Contractor is not satisfied with the written decision made by the Contracting Officer, both Parties agree to make reasonable efforts to resolve the dispute by negotiation. If such negotiation is not successful, prior to proceeding to litigation, the Parties agree to submit the dispute to non-binding mediation with a mediator who is mutually acceptable to both Parties. If the Parties cannot agree on the selection of a mediator, each Party shall identify a mediator of their preference, and the two preferred mediators shall appoint a third mediator who shall be the person to mediate the dispute. The expenses incurred in retaining a mediator to conduct the mediation shall be equally shared between DCOA and the Contractor.

ARTICLE 4 TERMINATION AND DEFAULT

4.01 Termination for Convenience. The DCOA may terminate this Agreement in whole or in part, whenever the Contracting Officer determines that such termination is in the best interest of the DCOA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the Work under the Contract is terminated, and the effective date upon which such termination becomes effective. If the

performance of the Work is terminated under this Section of the Agreement, either in whole or in part, the DCOA shall be liable to the Contractor only for payment of services rendered before the effective date of the termination.

4.02 Default by Contractor and Termination for Default. The Contracting Officer may issue a written order to the Contractor to stop the Work, or any portion thereof, upon the occurrence of any of the following:

- (a) Contractor refuses or fails to prosecute the Work or any separable part thereof in accordance with the terms of this Agreement and/or with the diligence that will assure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said Work within this time;
- (b) Contractor refuses or fails to supply enough properly skilled workers or proper materials;
- (c) Contractor fails to make a payment to a subcontractor for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- (d) Contractor disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- (e) Contractor otherwise breaches a provision of this Agreement.

In that event, the DCOA may, without prejudice to any other remedies, take over the Work and complete it by contract or otherwise, and may take possession of and use any materials and equipment on the Property necessary for completing the Work. The DCOA may further withhold or nullify payments under this Agreement, in whole, or in part, to the extent reasonably necessary to reimburse the DCOA for the reasonable cost of correcting and/or completing the Work and the Contractor shall not be entitled to receive further payment until the DCOA has completed the Work. The Contractor shall be liable for any damage to the DCOA from Contractor's refusal or failure to complete the Work within the specified time, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased cost incurred by the DCOA in completing the Work.

In addition to (and not in lieu of) the foregoing, in the event that Contractor fails to perform its obligations under this Agreement, the DCOA may deliver to the Contractor written notice of such default. If the event of default specified in the notice is not cured by the Contractor within 10 days (or such other date as specified in the notice) after delivery of such written notice to Contractor, then the DCOA may exercise any one or more remedies available as allowed by law or under this Agreement to seek recovery of monetary damages suffered by the DCOA as a result of the default.

4.03 Default by DCOA. In the event that the DCOA fails to perform its obligations under this Agreement, the Contractor shall deliver to the DCOA written notice of such default and an opportunity of at least 30 days for the DCOA to cure the default. Any claim by Contractor that the

DCOA has defaulted under this Agreement is subject to the Dispute Resolution section of this Agreement (**Article 3**).

ARTICLE 5 INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE DCOA, ITS AGENTS, EMPLOYEES, OFFICERS, BOARD MEMBERS, RETAINED CONSULTANTS AND LEGAL REPRESENTATIVES (COLLECTIVELY IN THIS AND THE FOLLOWING TWO PARAGRAPHS, THE “DCOA”) HARMLESS FOR ALL SUITS, CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR LOSS, DAMAGE OR INJURY ARISING OUT OF OR RELATED TO, OR ALLEGED TO ARISE OUT OF OR BE RELATED TO THE PERFORMANCE, CONDITIONS, OR EXISTENCE OF THE WORK AND/OR CONTRACTORS USE OF THE PROPERTY IN ITS PERFORMANCE OF THE WORK (THE “ACTS OR OMISSIONS”), AS WELL AS THE ACTS OR OMISSIONS OF ANY SUBCONTRACTOR, ANY SUPPLIER OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM OR SUPPLY ANY OF THE WORK, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY ANY NEGLIGENCE OR OMISSION OF THE DCOA.

IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT THE DCOA FROM THE CONSEQUENCES OF THE ACTIONS OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANY SUPPLIER OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, AS WELL AS THE DCOA’S OWN NEGLIGENCE, PROVIDED, HOWEVER, THAT THE INDEMNITY PROVIDED AS TO THE DCOA’S NEGLIGENCE IN THIS SECTION SHALL APPLY ONLY WHEN A COURT OF COMPETENT JURISDICTION ENTERS A FINAL UNAPPEALABLE JUDGMENT ADJUDGING THAT THE NEGLIGENT ACT OF THE DCOA IS A CONTRIBUTORY CAUSE OF THE RESULTING INJURY, DEATH OR DAMAGE AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE DCOA IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE UNMIXED WITH THE LEGAL FAULT OF ANOTHER PERSON OR ENTITY.

In this connection, it is expressly agreed that Contractor shall, at its own expense, defend the DCOA (using counsel that is approved by the DCOA) against any and all claims, suits or actions which may be brought against the DCOA, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which Contractor has indemnified the DCOA against, and if Contractor shall fail to do so, the DCOA shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to Contractor including attorney’s fees and court costs. The

indemnity obligations that are set forth herein expressly survive the termination of this Agreement.

Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of Contractor's employees while in the vicinity where the Work is being done. The DCOA is not liable or responsible for the negligence or intentional acts or omissions of the Contractor or Contractor's employees.

The DCOA assumes no responsibility or liability for damages which are directly or indirectly attributable to any defect, real or alleged, which now exists or which may hereafter arise upon the Property ("**Premise Defects**"). Responsibility for all such Premise Defects is expressly assumed by the Contractor with respect to any damages sustained by Contractor or any of Contractor's subcontractors.

ARTICLE 6 INSURANCE

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance to the DCOA, in duplicate form, before beginning its performance under this Agreement. All policies except Workers' Compensation must name the DCOA as an additional insured. The required insurance must be issued by a company or companies of sound and adequate financial responsibility. All policies are subject to examination and approval by the DCOA for their adequacy as to content, form of protection and providing company. Contractor shall maintain the following insurance coverages in the following amounts:

- (a) Commercial General Liability insurance: \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate, together with damage to premises and fire damage of \$50,000.00 and medical expenses of any one person of \$5,000.00 with deductible no greater than \$1,000.00.
- (b) Workers' Compensation: Statutory amount meeting the requirements in **Exhibit A**.
- (c) Automobile: Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence.

Defense costs are excluded from the face amount of this policy. Aggregate Limits are per 12-month policy period unless otherwise indicated.

If Contractor has employees, Contractor shall obtain and/or maintain workers' compensation insurance coverage throughout the term of this Contract and for at least 6 months after this Agreement expires or terminates. Should Contractor not have employees at the time this Contract is signed and hires employees while performing under this Contract, Contractor shall, prior to said employee(s) first day of employment with Contractor: (i) notify the DCOA of that fact; and (ii) obtain workers' compensation insurance coverage (and provide proof of such coverage to the DCOA). The amount of workers' compensation coverage shall comply with Texas state statutes.

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the DCOA, and that it shall give 30 days written notice to the DCOA before they may be canceled, materially changed, or nonrenewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be cancelled, materially changed, or nonrenewed so as to maintain in effect the required coverage. If the Contractor does not comply with this requirement, the DCOA, at its sole discretion, may: (i) immediately suspend the Contractor from any further performance under this Agreement and begin procedures to terminate for default; or (ii) purchase the required insurance with DCOA funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

Within 3 business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Agreement, the Contractor shall provide notice to the DCOA of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the DCOA shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation under this Agreement, including but not limited to the obligations to provide any required coverage.

ARTICLE 7 INTELLECTUAL PROPERTY

7.01 Intellectual Property Fees and Suits. Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall hold the DCOA harmless from loss on account thereof.

7.02 Use of Plans and Specifications. The DCOA shall be entitled and authorized to use and reproduce any plans and specifications prepared and/or used by Contractor for the Work.

ARTICLE 8 CONSTRUCTION BY DCOA OR BY SEPARATE CONTRACTORS

8.01 Construction by Separate Contractors. The term “*Separate Contractors*” shall mean other contractors retained by the DCOA under separate agreements. The DCOA reserves the right to perform construction or operations related to the Property with the DCOA’s own forces, and with Separate Contractors retained under conditions of a contract substantially similar to those of this Agreement, including those provisions of the conditions of a contract related to insurance and waiver of subrogation.

8.02 Storage of Materials/Equipment. The Contractor shall afford the DCOA and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s activities with theirs.

8.03 Cost Reimbursement. The DCOA shall be reimbursed by the Contractor for costs incurred by the DCOA which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor.

ARTICLE 9 CHANGES IN THE WORK

The DCOA, without invalidating this Contract, may order changes, additions, deletions, or other revisions to the Work, with the Contract Sum and Required Completion Date being adjusted accordingly. Such changes in the Work shall be authorized by a written “*Change Order*” signed by the DCOA and Contractor and adjustments in the Contract Sum and Required Completion Date resulting from a change in the Work shall be determined by the mutual agreement of the Parties.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.01 Safety Precautions and Programs. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to the following:

- (a) employees on the Property and other persons who may be affected thereby;
- (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, or a subcontractor; and
- (c) other personal property at the Property or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

10.02 Safety Notices and Remedy of Damages. The Contractor shall comply with, and give all notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities related to the safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a subcontractor, or anyone directly or indirectly employed by any of them.

ARTICLE 11 NO INDEBTEDNESS

Contractor agrees that no payments owed by Contractor of any nature whatsoever to the DCOA, including payment in advance for service charges or any sums of any character whatsoever, shall become delinquent or in arrears. The DCOA will not knowingly award contracts for goods or services to any bidder in arrears to the DCOA for any debt, claim, demand, or account whatsoever, including taxes, penalty and interest. Contractor is responsible for ensuring that no indebtedness exists.

ARTICLE 12 VERIFICATION OF EMPLOYMENT ELIGIBILITY

Contractor must comply with the Immigration Reform and Control Act (“**IRCA**”) and may not knowingly obtain labor or services of an unauthorized alien. Contractor, not the DCOA, must verify eligibility for employment as required by IRCA.

ARTICLE 13 PAYMENT AND PERFORMANCE BONDS

Contractor must furnish a payment bond. Contractor must also furnish a performance bond when this Contract is executed and delivered to the DCOA. Each bond shall be for the full amount of this Contract, must be executed by a corporate surety company authorized to do business in the State of Texas and acceptable to the DCOA.

The DCOA may require additional security if the initial surety becomes insolvent, bankrupt, or otherwise financially unable to protect the DCOA under the terms of this Contract. The DCOA’s requiring new or additional security relieves neither the original surety nor the Contractor of their obligations under this Contract. The DCOA may, without incurring any liability, stop work under this Contract until Contractor furnishes additional security.

ARTICLE 14 MISCELLANEOUS PROVISIONS

14.01 Salvage Rights. DCOA shall have the right to retain any materials, rubbish, or other items (“**Salvage Materials**”) that are demolished and/or slated to be removed from the Property by Contractor (“**Salvage Rights**”). To exercise the Salvage Rights, the DCOA shall give the Contractor notice of the Salvage Materials that Contractor intends to salvage and Contractor agrees to use reasonable care in placing the Salvage Materials in a location on the Property that is easily accessible to the DCOA. This Section shall not otherwise alter Contractor’s obligations to keep the Property clean and remove all waste materials and rubbish caused by operations under this Agreement.

14.02 Independent Contractor. Contractor is an independent contractor and shall perform the services provided for in this Agreement in that capacity. The DCOA has no control or supervisory powers over the manner or method of Contractor’s performance under this Agreement. Contractor is solely responsible for the compensation of its personnel, including but not limited to the withholding of income, social security, and other payroll taxes and all workers’ compensation benefits coverage. Contractor acknowledges and agrees that it may not subcontract the services it has agreed to render herein to the DCOA, unless the DCOA provides its express written agreement allowing for such contracting (which it is not required to approve). Nothing contained in this Agreement or in the relationship between DCOA and Contractor shall be deemed to constitute such relationship as a partnership or joint venture, or constitute Contractor as an employee or a partner of DCOA, or create any other relationship between DCOA and Contractor, expressed or implied.

14.03 Time is of the Essence. Timely performance by Contractor is essential to this Agreement.

14.04 Force Majeure. Timely performance by both Parties is essential to this Agreement. However, neither Party is liable for reasonable delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure that directly impacts the DCOA or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a Party's obligations to complete performance under this Agreement. As used in this Agreement, "**Force Majeure**" means: fires, interruption of utility services, floods, hurricanes, tornadoes, explosions, war, terrorist acts against the DCOA or Contractor, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected Party is unable to prevent by the exercise of reasonable diligence. Force Majeure does not include a weather day that the DCOA has not concurred to in writing under **Section 1.06** above. Force Majeure does not entitle Contractor to extra reimbursable expenses or payment.

14.05 Severability. If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

14.06 Entire Agreement. This Agreement, including the Project Manual, merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

14.07 Written Amendment. Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the DCOA and Contractor.

14.08 Applicable Laws and Venue. This Agreement is subject to the laws of the State of Texas, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction. Contractor shall comply with all applicable state and federal laws and regulations applicable to this Agreement and the Contractor's services hereunder. Venue for any litigation relating to this Agreement shall be in Taylor County, Texas.

14.09 Notices. All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other Party at the address set out in the preamble of this Agreement or at such other address as the receiving Party designates by proper notice to the sending Party.

14.10 Captions. Captions contained in this Agreement are for reference only, and therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

14.11 Non-Waiver. If either Party fails to require the other to perform a term of this Agreement, that failure does not prevent the Party from later enforcing that term and all other

terms. If either Party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

14.12 Retention and Inspection of Records. With regard to the services that the Contractor has agreed to perform hereunder, the Contractor shall retain such records for a period of 4 years after this Agreement terminates and shall keep its books or records relating to such services available for the DCOA's review and copying for at least 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

14.13 Enforcement. Contractor shall provide to the DCOA all documents and records that the DCOA requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or state law or regulation.

14.14 Survival. Contractor shall remain obligated to the DCOA under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

14.15 Parties in Interest. This Agreement does not bestow any rights upon any third party, but binds and benefits the DCOA and Contractor only.

14.16 Successors and Assigns. This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set forth herein. This Agreement does not create any personal liability on the part of any officer or agent of the DCOA.

14.17 Assignment. Contractor shall not assign or delegate its responsibility under this Agreement without the DCOA's prior written consent.

14.18 Remedies Cumulative. Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies, which exist now or in the future. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

14.19 Not Parties to Agreement. Neither the City of Abilene nor the State of Texas is a Party to this Agreement and neither of such parties are subject to any obligations or liabilities to the DCOA, Contractor, or any other party pertaining to any matter resulting from this Agreement.

14.20 Construction. Each Party agrees that any court interpreting or considering this Agreement shall not apply the presumption that the terms hereof shall be more strictly construed against a Party by reason of the rule or conclusion that a document should be construed more strictly against the Party who prepared it.

14.21 Advice of Counsel. Both Parties acknowledge that this Contract is a legal document and that they have been advised and given the opportunity to seek the advice of legal counsel of their own choosing as to its contents, obligations and effect.

14.22 Counterpart Execution. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one

and the same instrument. A signed copy of this Agreement (including an electronically signed copy) transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of the Agreement. Each Party agrees that any electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

14.23 Waiver of Claims for Consequential Damages. The Contractor waives and in no event shall the DCOA be liable under this Agreement to Contractor for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, or lost profits or revenues, arising out of, relating to, or in connection with any breach of this Agreement.

Executed to be effective as of the date that this Agreement is executed by the DCOA (the “*Effective Date*”).

DCOA
DEVELOPMENT CORPORATION OF
ABILENE, INC.

CONTRACTOR
[COMPANY NAME]

By: _____
Misty Mayo, President and CEO
Date: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

a. Definitions

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

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

- b. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- c. The Contractor must provide a certificate of coverage to the DCOA 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 DCOA showing that coverage has been extended.
- e. Contractor shall obtain from each person providing services on a project and provide to DCOA:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the DCOA will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than 7 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 1 year thereafter.
- g. The Contractor shall notify the DCOA in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- h. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- i. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing service 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 1 year thereafter;
- (6) notify the DCOA in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing service on the project;
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (i) (1)- (6), 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 DCOA that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self- Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- k. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the DCOA to declare the contract void if the Contractor does not remedy the breach within 10 days after receipt of notice of breach from the DCOA.

PERFORMANCE BOND

Contractor Name: _____ Address <i>(principal place of business)</i> : _____ 	Surety Name: _____ Address <i>(principal place of business)</i> : _____
Owner Name: Development Corporation of Abilene, Inc. Mailing address <i>(principal place of business)</i> : 174 Cypress Street, 3rd Floor Abilene, Texas 79601	Contract Description <i>(name and location)</i> : Building C Permanent Parking Solution, Five Points Business Park, Abilene, Texas Contract Price: _____ Effective Date of Contract: _____
Bond Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> <hr/>	<i>(Full formal name of Surety) (corporate seal)</i> <hr/>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Title: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Title: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Development Corporation of Abilene, Inc. Mailing address <i>(principal place of business)</i> : 174 Cypress Street, 3rd Floor Abilene, Texas 79601	Contract Description <i>(name and location)</i> : Building C Permanent Parking Solution, Five Points Business Park, Abilene, Texas Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

CERTIFICATE OF INSURANCE

TO:

Owner _____

Address _____

Date _____

Project No _____

Type of _____

Project _____

THIS IS TO CERTIFY THAT _____
(Name and address of Insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

	Policy No.	Effective	Expires	Limits of Liability
Workmen's Compensation				
Public Liability				1 Person \$ _____ 1 Accident \$ _____
Contingent Liability				1 Person \$ _____ 1 Accident \$ _____
Property Damage				
Builder's Risk				
Automobile				
Other				

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered: _____

Descriptions of Operations Covered: _____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contain such special requirements, wither in the body thereof or by appropriate endorsement thereto attached.

(Name of Insurer)

By _____

Title _____

NOTICE OF AWARD

Date of Issuance:

Owner: Development Corporation of Abilene, Inc. Owner's Project No.: 8642

Engineer: Enprotec/Hibbs & Todd, Inc Engineer's Project No.: 8642

Project: Building C Permanent Parking Solution

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Building C Maneuvering Area Paving Improvements

The Contract Price of the awarded Contract is \$ _____. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Sign the Contract that is sent to you through DocuSign.
2. Deliver through DocuSign with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Owner: **Development Corporation of Abilene, Inc.**

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

NOTICE TO PROCEED

Owner: Development Corporation of Abilene, Inc. Owner's Project No.: 8642
Engineer: Enprotec / Hibbs & Todd, Inc. Engineer's Project No.: 8642
Contractor: _____ Contractor's Project No.: _____
Project: Building C Permanent Parking Solution

Effective Date of Contract: _____

Owner hereby notifies Contractor, as of _____, 2023, to commence performance of the Work under Section 1.02 of the Contract.

On that date, Contractor shall start performing its obligations under the Contract. No Work will be done at the Property prior to such date.

In accordance with the Contract:

The number of days to achieve completion is ____ from the date stated above for the commencement of the Work, resulting in a Required Completion Date of _____.

Before starting any Work at the Property, Contractor must comply with the following:

Owner: **Development Corporation of Abilene, Inc.**

By (*signature*): _____

Name (*printed*): _____

Title: _____

Date Issued: _____

Copy: Engineer

TECHNICAL SPECIFICATIONS

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. General Project Description.
- B. Contractor Use of Site.
- C. General Project Requirements.

1.2 CONTRACT DESCRIPTION:

- A. Detailed requirements and extent of Work is shown on the Drawings.
- B. Except as otherwise specifically stated herein or in applicable parts of the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment, and other facilities and service necessary for proper execution and completion of the Work.
- C. The proposed project generally includes the following items:
 - 1. Clearing, grubbing, general site demolition and preparation.
 - 2. 29,120 square feet (3,235 square yards) of concrete paving (including subgrade preparation, concrete pavement, steel reinforcement, forming, finishing and all related appurtenances).

1.3 CONTRACTOR USE OF SITE:

- A. Project Site Location:
 - 1. **1221 Fulwiler Road in Five Points Business Park (south side of the Hartmann's Building) in northwest Abilene.**
- B. Access to Site:
 - 1. Contractor shall have unimpeded access to the site.
 - 2. Contractor shall keep all construction activities on Owner's property or within Owner's easements and/or rights of ways.

C. Time Restrictions for Performing Work: Normal daylight hours, Monday through Friday.

1. Emergency work performed outside of normal work schedules shall be coordinated with the Owner as appropriate.

2. Saturday work, during daylight hours, requires prior approval by the Owner and Engineer.

1.4 GENERAL PROJECT REQUIREMENTS:

A. The Contractor shall be solely responsible for construction means, controls, techniques, sequences, procedures and construction safety in accordance with the Contract Documents.

B. Contractor shall coordinate with Owner/ Engineer in developing a sequence for construction activities.

END OF SECTION

SECTION 01019

CONTRACT CONSIDERATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Schedule of Values.
- B. Application for Payment.
- C. Change Procedures.
- D. Measurement and Payment--Unit Prices.

1.2 SCHEDULE OF VALUES:

- A. Submit a printed schedule on EJCDC 1910-8-E. Contractor's standard form or electronic media printout will also be considered.
- B. Submit Schedule of Values (including hard copy and digital copy) at the Pre-Construction Conference.
- C. Format: Provide itemized schedule in accordance with the individual Bid Proposal items.
- D. Revise schedule to list approved Change Orders, with each Application For Payment.

1.3 APPLICATIONS FOR PAYMENT:

- A. Submit each application payment in a digital PDF format using EJCDC C-620, or Contractor's electronic media driven form.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Submit payment applications by the 25th of each month.

1.4 CHANGE PROCEDURES:

- A. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions in writing.
- B. The Engineer may issue a Notice of Change which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within five (5) business days.

- C. The Contractor may propose changes by submitting a request for change to the Engineer, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation
- D. Stipulated Sum/Price Change Order: Based on Notice of Change and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Engineer.
- E. Unit Price Change Order: For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a change order. Changes in Contract Sum/Price or Contract Time will be computed as specified in the Change Order.
- F. Work Directive Change: Engineer may issue a directive, on EJCDC C-940 Work Directive Change signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.
- G. Change Order Forms: EJCDC C-941 or Engineer's standard electronic media driven form.
- H. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.5 MEASUREMENT AND PAYMENT:

- A. Authority: Work under this Contractor shall be measured by the Item Lump Sum Price as indicated on the Bid Schedule. Where the Item Lump Sum Price applies, the work will be considered as a complete installation as shown and specified.

Unit Quantities: Quantities and measurements indicated in the Bid Form are for contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment. The bid price for any Unit Price method item shall be in effect for any actual quantity encountered within plus or minus 25 percent of the estimated quantity. Payment or adjustment for quantities greater than plus or minus 25 percent will be subject to negotiation.

- B. Payment Includes: Full compensation for required labor, Products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.
- C. Defect Assessment: Replace the Work, or portions of the Work, not conforming to specified requirements. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01039

COORDINATION AND MEETINGS

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Coordination.
- B. Field Engineering.
- C. Preconstruction Meeting.

1.2 COORDINATION:

- A. Coordinate scheduling, submittal, and Work of the various sections of the Project Manual to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.
- C. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 FIELD ENGINEERING AND SURVEYING:

- A. Engineer will field locate (stake) survey control and reference points one time at the beginning of the Construction Phase of the project. Contractor shall be fully responsible for the maintenance and protection of all established survey control and reference point stakes. Replacement of survey control and reference point stakes will be at the Contractor's sole expense.
- B. Control datum for survey is that shown on Drawings.
- C. Contractor shall be fully responsible for providing all layout and construction staking required to complete the work described on the project drawings and specifications.
- D. Contractor shall verify set-backs and easements, confirm drawing dimensions and elevations.
- E. Contractor shall file an underground utility locate ticket with the Texas 811 service, Atmos Energy, the City of Abilene and other services and utility providers as required prior to beginning construction activities. Contractor shall be fully responsible for any damage caused to existing utility lines (buried or overhead) as a result of construction and/or related activities.

1.4 PRECONSTRUCTION MEETING:

- A. Engineer will schedule a meeting after Notice of Award.
- B. Attendance Required: Owner, Engineer, and Contractor.
- C. Agenda:
 - 1. Distribution of Owner-Contractor Agreement / Contract Document.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 4. Designation of personnel representing the parties in Contract, and the Engineer.
 - 5. Procedures and processing of field decisions, submittal, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 6. Scheduling.
 - 7. Coordination with franchise utility providers.
- D. Engineer to record minutes and distribute copies after meeting to participants.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01090

STANDARD REFERENCES

Whenever used in the Project Manual, the following abbreviations will have the meanings listed:

When documents are referenced, they are a part of the Specification as specified and modified. In case of conflict between the requirements of these Specifications and those on the referenced documents, these Specifications shall prevail.

AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, Ste. 249 Washington, DC 20001
ACI	American Concrete Institute 38800 Country Club Drive Farmington Hills, MI 48331
AISC	American Institute of Steel Construction One East Wacker Drive, Ste. 700 Chicago, IL 60601-1802
AISI	American Iron and Steel Institute 1140 Connecticut Ave., Ste. 705 Washington, DC 20036
AITC	American Institute of Timber Construction 7012 S. Revere Parkway, Ste. 140 Centennial, CO 80112
ANSI	American National Standards Institute, Inc. 1899 L Street, NW, 11 th Floor Washington, DC 20036
APA	American Plywood Association 7011 S. 19 th Street Tacoma, WA 98466-5333
API	American Petroleum Institute 1220 L Street, NW Washington, DC 20005-4070
APSP	Association of Pool and Spa Professionals 2111 Eisenhower Ave., Ste. 500 Alexandria, VA 22314
ASCE	American Society of Civil Engineers 1801 Alexander Bell Drive Reston, VA 20191

ASCE	American Standard Code for Information Interchange United States of American Standards Institute 25 West 43 rd Street, 4 th Floor New York, NY 10036
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers United Engineering Center 1791 Tullie Circle, NE Atlanta, GA 30329
ASME	American Society of Mechanical Engineers Three Park Avenue New York, NY 10016
ASTM	American Society for Testing and Materials 100 Bar Harbor Drive West Conshohocken, PA 19428 (http://www.astm.org)
AWPA	American Wood Preservers Association 100 Chase Park South, Ste. 116 Birmingham, AL 35244
AWS	American Welding Society 550 LeJeane Road Miami, FL 33126
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235
CRSI	Concrete Reinforcing Steel Institute 933 North Plum Grove Road Schaumburg, IL 60173
EEL	Edison Electric Institute 701 Pennsylvania Ave., NW Washington, DC 20004
ENGINEER	Enprotec / Hibbs & Todd, Inc. 402 Cedar Street Abilene, Texas 79601
FEDSPEC	Federal Specifications General Services Administration Specification and Consumer Information Distribution Branch 1275 First Street, NE Washington, DC 20417

FEDSTDS	Federal Standards (see FEDSPECS)
HI	Hydraulic Institute 6 Campus Drive, First Floor North Parsippany, NJ 07054
IBC	International Building Code (Published by ICC)
ICC	International Code Council 500 New Jersey Ave., NW, 6 th Floor Washington, DC 20001
ICEA	Insulated Cable Engineers Association P.O. Box 1568 Carrolton, GA 30112
IEEE	Institute of Electrical and Electronic Engineers, Inc. 3 Park Avenue, 17 th Floor New York, NY 10016
IES	Illuminating Engineering Society c/o United Engineering Center 120 Wall Street, Floor 17 New York, NY 10005
IMC	International Mechanical Code (Published by ICC)
IPC	International Plumbing Code (Published by ICC)
ISA	Instrument Society of America 67 Alexander Drive Research Triangle Park, NC 27709
MILSPEC	Military Specifications Navy Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120
NAAMM	National Association of Architectural Metal Manufacturers 800 Roosevelt Rd., Bldg. C, Ste 312 Glen Ellyn, IL 60137
NACE	National Association of Corrosion Engineers 1440 South Creek Drive Houston, Texas 77084
NEC	National Electrical Code National Fire Protection Association 1 Batterymarch Park

Quincy, MA 02169

NEMA	National Electrical Manufacturer's Association 1300 North 17 th Street, Ste. 1752 Rosslyn, VA 22209
NFPA	National Forest Products Association 1111 19 th Street, NW, Ste. 800 Washington, DC 20036
NFPA	National Fire Protection Association 1 Batterymarch Park Quincy, MA 02169
NSF	National Sanitation Foundation 789 N. Dixboro Road Ann Arbor, MI 48113
OSHA	Occupational Safety and Health Act Occupational/Safety and Health Administration Lubbock Area Office 1205 Texas Avenue Lubbock, TX 79401
OWNER	Development Corporation of Abilene (DCOA) 174 Cypress Street Abilene, Texas 79601
SBCA	Southern Building Code Congress 900 Montclair Road Birmingham, AL 35213
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association 4201 Lafayette Center Drive Chantilly, VA 20151-1209
SSPC	Steel Structures Painting Council 4516 Henry Street, Suite 301 Pittsburgh, PA 15123-3728
SSPWC-NCT	Standard Specifications for Public Works Construction-- North Central Texas North Central Texas Council of Governments P O Box 5888 Arlington, Texas 76005-5888
TCA	Tile Council of America, Inc. 100 Clemson Research Blvd. Anderson, SC 29625
TCEQ	Texas Commission on Environmental Quality

P O Box 13087
Austin, TX 78711-3087

TDSHS	Texas Department of State Health Services 1100 West 49 th Street Austin, Texas 78756-3199
TWDB	Texas Water Development Board 1700 North Congress Avenue Austin, Texas 78711
TXDOT	Texas Department of Transportation 125 E. 11th Street Austin, TX 78701
UBC	Uniform Building Code Published by ICB
UL	Underwriters Laboratories, Inc. 2600 NW Lake Road Camas, WA 98607
USBR	Bureau of Reclamation U.S. Department of Interior Engineering and Research Center Denver Federal Center, Building 67 Denver, CO 80225
WWPA	Western Wood Products Association 522 SW Fifth Ave, Ste. 500 Portland, OR 97204

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Mechanics and administration of the submittal process.
2. General content requirements for Shop Drawings.

B. Related Sections include but are not necessarily limited to:

1. Contract Forms, and Conditions of the Contract.
2. Construction Drawings and City of Abilene Standard Specifications for Construction, Latest Edition.

1.2 DEFINITIONS

A. Shop Drawings:

1. Product data and samples are Shop Drawing information.

B. Miscellaneous Submittals:

1. Submittals other than Shop Drawings.
2. Representative types of miscellaneous submittal items include but are not limited to:
 - a. Manufacturer's installation certification letters.
 - b. Warranties.

1.3 SUBMITTAL SCHEDULE

- A. Shop Drawings: Submittal and approval prior to start of construction.

1.4 PREPARATION OF SUBMITTALS

A. Shop Drawings:

1. Format:

- a. Submit only electronic copy of each submittal to the Engineer as single printable, searchable PDF file.
- b. All electronic files shall be in PDF format and shall contain no pages larger than 11" x 17". Ensure that scanned documents are fully legible.

- i. Each submittal shall consist of a single, merged PDF file to facilitate review, portfolio PDF files will be rejected. Engineer will review and return an electronic copy (PDF) to Contractor.
- c. Submittal numbering:
 - i. Submittals shall be named and numbered with the specification number listed first, followed by a dash and a sequential number for the submittal under the specification section. For example, 02520-02 would be the second submittal for the concrete pavement, sidewalks, curb & gutter and approaches specification.
 - ii. Should a resubmittal be required, the original submittal number shall be followed by an "A", "B", etc. For example, 02520-02A would be the first resubmittal on the second submittal for the concrete pavement, sidewalks, curb & gutter and approaches specification.
- d. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing and detail number, and Specification section number, as appropriate.
- e. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- f. Schedule submittals to expedite the Project and deliver to Engineer at business email. Coordinate submission of related items.
- g. For each submittal for review, allow 10 business days.
- h. Provide space for Contractor and Engineer review stamps.
- i. Revise and resubmit, if required, and identify all changes made since previous submission.
- j. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with provisions.
- k. Submittals not requested will not be recognized or processed.
- l. When submitting "or-equal" items that are not the products

of named manufacturers, follow Article 7, Paragraph 7.04 of the General Conditions.

2. Submittal contents:

- a. Each submittal shall be limited to a single specification section or material topic. Where equipment packages, assemblies, and the like are interrelated, the submittals should be provided together facilitating review of the Contractor's purposed offering. When related portions of an equipment package or system are not provided, the submittals may be returned without review.
- b. Provide submittal information defining specific equipment or materials utilized on the Project.
 - i. Generalized product information, not clearly defining specific equipment or materials to be provided, will be rejected.
- c. Coordinate and identify Shop Drawing contents so that all items can be easily verified by the Engineer.
- d. Provide sufficient information together with technical cuts and technical data to allow an evaluation to be made to determine that the item submitted is in compliance with the Contract Documents.
- e. Identify variations/exceptions from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed work.
 - i. Use a separate page(s) at the beginning of each portion of the submittal package.
 - ii. If no variations are proposed, state such on a separate page at the beginning of the submittal package.
- f. When a Shop Drawing submittal is called for in any Specification Section, include as appropriate, scaled details, sizes, dimensions, performance characteristics, capacities, test data, anchoring details, installation instructions, storage and handling instructions, color charts, layout Drawings, rough-in diagrams, wiring diagrams, controls, weights and other pertinent data in addition to information specifically stipulated in the Specification Section.
 - i. Arrange data and performance information in format similar to that provided in Contract Documents.
 - ii. Provide, at minimum, the detail specified in the

Contract Documents.

B. Samples:

1. Identification:

- a. Identify sample as to transmittal number, manufacturer, item, use, type, project designation, tag number, standard Specification Section or Drawing detail reference, color, range, texture, finish and other pertinent data.
- b. If identifying information cannot be marked directly on sample without defacing or adversely altering samples, provide a durable tag with identifying information securely attached to the sample.

2. Include application specific brochures, and installation instructions.

3. Provide Contractor's stamp of approval on samples or transmittal form as indication of Contractor's checking and verification of dimensions and coordination with interrelated work.

4. Resubmit samples of rejected items.

1.5 TRANSMITTAL OF SUBMITTALS:

A. Shop Drawings, Samples and Operation and Maintenance Manuals:

1. Transmit all submittals to the Engineer electronically via email to the project engineer, Mr. BJ Prichard, PE at bj.prichard@e-ht.com.
2. All submittals must be from Contractor.
 - a. Submittals from subcontractors will not be accepted.

B. Miscellaneous Submittals:

1. Transmit under Contractor's standard letter of transmittal or letterhead.
2. Transmit to:

Enprotec / Hibbs & Todd, Inc.
402 Cedar St.
Abilene, Texas 79601
Attn: BJ.Prichard, P.E.

1.6 ENGINEER'S REVIEW ACTION:

- A. Items within transmittals will be reviewed for overall design intent and will

receive one of the following actions:

1. Resubmittal Not Required - Make Corrections Noted / See All Comments.
2. Correct and Resubmit - Make Corrections Noted / See All Comments.
3. Rejected - See All Comments.
4. Submittal Not Reviewed, Filed for Record.

B. Samples may be retained for comparison purposes.

1. Remove samples when directed.
2. Include in bid all costs of furnishing and removing samples.

C. Approved samples submitted or constructed, constitute criteria for judging completed work.

1. Finished work or items not equal to samples will be rejected.

PART 2 PRODUCTS

Not used.

PART 3 PRODUCTS

Not used.

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Quality Assurance--Control of Installation.
- B. Tolerances.
- C. References.
- D. Testing Laboratory Services.

1.2 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 workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES:

- A. Monitor tolerance control of installed 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.

1.4 REFERENCES:

- 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 by date of issue current on date of Contract Documents, except where a specific date is established by code.
- C. Obtain copies of standards where required by product Specification sections.
- D. The contractual relationship, duties, and responsibilities of the parties in Contract and of the Engineer, shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.5 TESTING LABORATORY SERVICES:

- A. Owner will appoint and employ services of an independent firm to perform inspecting and testing.
- B. The independent firm will perform inspections, tests, and other services specified in individual Specification sections and as required by the Engineer or the Owner.
- C. Inspecting, testing, and source quality control may occur on or off the project site. Perform off-site inspecting or testing as required by the Engineer or the Owner.
- D. 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.
- E. 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.
- F. Testing or inspecting does not relieve the Contractor of his responsibility to perform Work to contract requirements.
- G. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for retesting shall be the Contractor's responsibility.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Temporary Utilities: Electricity, telephone service, water, and sanitary facilities.
- B. Temporary Controls: Barriers, protection of the work, and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, material storage areas, project signage, and temporary buildings.

1.2 TEMPORARY ELECTRICITY:

- A. Cost: By Contractor; provide and pay for power service required from utility source.
- B. Complement existing power service capacity and characteristics as required.
- C. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.

1.3 TELEPHONE SERVICE:

- A. Provide, maintain and pay for telephone service to field office at time of project mobilization. Contractor mobile (cellular) telephone will be acceptable.

1.4 TEMPORARY WATER SERVICE:

- A. Connect to existing water source for construction operations.
- B. Owner will pay cost of water used. Exercise measures to conserve water.

1.5 TEMPORARY SANITARY FACILITIES:

- A. Provide and maintain required facilities and enclosures.

1.6 BARRIERS:

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.7 WATER CONTROL:

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddles or running water. Provide water barriers as required to protect site from soil erosion.

1.8 PROTECTION OF INSTALLED WORK:

- A. Protect installed work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

1.9 ACCESS ROADS:

- A. Construct and maintain temporary roads accessing public thoroughfares to serve construction area.
- B. Extend and relocate as work progress requires. Provide detours necessary for unimpeded traffic flow.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.

1.10 PARKING:

- A. Arrange for temporary surface parking areas to accommodate construction personnel.
- B. When site space is not adequate, provide additional off-site parking.

1.11 PROGRESS CLEANING AND WASTE REMOVAL:

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

1.12 FIELD OFFICES AND SHEDS:

- A. Field office not required for this project.

1.13 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS:

- A. Remove temporary utilities, equipment, facilities, and materials prior to final inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01563

TEMPORARY EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. The Contractor shall limit total ground disturbance for this project to be less than one acre. Temporary measures required to control erosion and sediment during construction. This includes preparation of an erosion and sediment control plan to limit sediment runoff and erosion during construction.
- B. Temporary hay bale dike.
- C. Stabilized construction entrance.
- D. Silt fence.
- E. Rock check dam.
- F. Diversion dike.

1.2 PAYMENT:

- A. Payment will be as stipulated in the Bid Form. If no individual line item is identified, include in appropriate Lump Sum bid item(s). Provide as a Schedule of Values project element in accordance with Section 01019.

1.3 REFERENCES:

- A. ASTM D751--Coated Fences.
- B. ASTM D3786--Hydraulic Bursting Strength of Knitted Goods and Non-woven Fabrics.
- C. ASTM A116--Zinc Coated (Galvanized) Steel Woven Wire Fence Fabric.
- D. ASTM D698--Test for Moisture Density Relations for Soils (Standard).
- E. Texas Department of Transportation (TxDOT) Specifications for Construction of Highways, Streets, and Bridges.
 - 1. Item 432--Rip Rap.

1.4 SUBMITTALS:

- A. Procedures for Submittals: Section 01300.
- B. Product Data:

1. Silt fencing.
 2. Non-woven filter fabric.
- 1.5 MAINTENANCE:

- A. Maintain erosion control devices as necessary to prohibit sediment runoff and erosion. Any work required for modifications, revisions and maintenance shall be the responsibility of the Contractor and shall not be a basis for additional compensation.

PART 2 PRODUCTS

2.1 MATERIALS:

- A. Hay bales shall weigh a minimum of fifty (50) pounds and shall be at least thirty (30) inches in length. Bales shall be composed entirely of vegetable matter and be free of seeds. Binding shall be either wire or nylon string, jute or cotton binding is unacceptable. Bales shall be used for not more than two months before being replaced. However, if weather conditions cause biological degradation of the hay bales, they shall be replaced sooner than the two month time period to prevent a loss of structural integrity of the hay bale dike.
- B. Stone material shall consist of type "A" rip-rap conforming to TxDOT Standard Specification Item 432.4 and shall be placed as shown or in a layer of at least 12 inches thick.
- C. Geotextile Fabrics shall be a non-woven polypropylene fabric designed specifically for use as a soil filtration media. Fabric shall have an approximate weight of 6 oz/yd², and shall conform to the following:

<u>Designation</u>	<u>Topic</u>	<u>Value</u>
ASTM D4632	Grab Strength (lbs.)	200
ASTM D4632	Grab Elongation	15%
ASTM D4533	Trapezoidal Tear (lbs.)	50
ASTM D751	Burst (psi)	320
ASTM D751	Puncture (psi)	80

ASTM D4751 Equivalent Opening Size (EOS) (mm)-soil retention.

<u>For Soils in Which:</u>	<u>EOS:</u>
50% or less passes a #200 mesh sieve	Greater than a #30 sieve
More than 50% passes a #200 mesh sieve	Greater than a #50 sieve

ASTM D4491 Permeability (k):

<u>For Soils in Which:</u>	<u>EOS:</u>
Critical/Severe:	k (fabric) >10k (soil)
Normal Applications:	k (fabric) >k (soil)

- D. Geotextile Silt Fence Fabric shall be a nylon reinforced polypropylene fabric having a reinforcing cord running the entire length to the top edge of the fabric. The fabric must meet or exceed the following criteria:

<u>Test Designation</u>	<u>Topic</u>	<u>Average Roll Minimum Value</u>
ASTM D4632	Grab Strength (lbs.)	90 lbs. @ 12"/minute
ASTM D4632	Grab Elongation	15% @ 12"/minute
ASTM D4751	Equivalent Opening Size (EOS)	U.S. sieve No. 20
ASTM D4491	Permittivity	>.01 sec. ⁻¹
ASTM D4355	U.V Resistance (500 hours exposure)	70%

- E. Fence Posts for Silt Fence shall be galvanized steel "T" posts of sufficient length to support the silt fence system.
- F. Woven Wire Support for Silt Fence: W1.4, 4" x 4", zinc coated (galvanized) steel woven wire fabric conforming to ASTM A116.

PART 3 EXECUTION

3.1 TEMPORARY HAY BALE DIKE:

- A. Install where shown or as needed for erosion control.
- B. Hay bales shall be embedded a minimum of four (4) inches and securely anchored using 3/8-inch diameter steel stakes or 2" x 2" wood stakes driven through the bales into the ground a minimum of six (6) inches. Hay bales are to be placed directly adjacent to one another leaving no gap between them.

3.2 STABILIZED CONSTRUCTION ENTRANCE:

- A. A temporary construction entrance shall be installed at any point where traffic will be entering or leaving the construction site to or from a public right-of-way, street, alley, sidewalk or parking area. The purpose of a stabilized construction entrance is to reduce or eliminate the tracking or flowing of sediment onto public rights-of-way. The entrance must be properly graded or incorporate a drainage swale to prevent runoff from leaving the construction site. The length of the entrance shall be as required, but not less than twenty (20) feet.
- B. The temporary construction entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto public rights-of-way. This may require periodic top dressing with additional stone as conditions demand and repair and/or clean-out of any measures used to trap sediment. All sediment spilled, dropped, washed or tracked onto public rights-of-way must be removed immediately by the Contractor.
- C. When necessary, wheels must be cleaned to remove sediment prior to entrance onto public right-of-way. When washing is required, it shall be done on an area stabilized with crushed stone (Type "A" rip-rap) which drains into an approved sediment trap or sediment basin. All sediment shall be

prevented from entering any storm drain, ditch or watercourse using approved methods.

3.3 SILT FENCE:

- A. Silt Fence: shall consist of nylon reinforced polypropylene netting supported by woven wire mesh, W1.4 x W1.4 and galvanized steel posts set a minimum depth of 2 feet and spaced not more than 6 feet on center. A 6-inch wide trench is to be cut 6 inches deep at the toe of the fence on the uphill side to allow the fabric to be laid below the surface and backfilled with gravel. Fabric shall overlap at abutting ends a minimum of 3 feet, and shall be joined such that no leakage or bypass occurs. Remove accumulated sediment when the depth reaches 6 inches.

3.4 ROCK CHECK DAM:

- A. Rock Check Dams shall be constructed as needed to reduce velocity in channels. Geotextile fabric shall be placed beneath the rock and shall conform to these specifications. Rock shall consist of Type "A" rip-rap conforming to these specifications.

3.5 DIVERSION DIKE:

- A. Diversion dikes shall be installed prior to and maintained for the duration of construction and shall intercept no more than five (5) acres of runoff. Dikes shall have a minimum top width of 2 feet and a minimum height of compacted fill of 18" measured from the top of the existing ground at the up-slope toe to top of the dike and having side slopes of 3:1 or flatter. The channel which is formed by the dike must have a minimum slope of one (1) percent for the entire length to an outlet. When the slope exceeds three (3) percent, or velocities exceed one foot per second (regardless of slope), stone stabilization (Type "A" rip-rap) is required. Plant grass on dikes not requiring stone stabilization.

3.6 EROSION AND SEDIMENT CONTROL:

- A. The Contractor shall be responsible for implementing and maintaining, and updating the Erosion and Sediment Controls during construction.
- B. All Erosion and Sediment Controls (BMPs) shall remain in place until construction site reaches a minimum of 70% stabilization (uniform vegetative cover has been established on all unpaved areas and areas not covered by permanent structures, or equivalent stabilization measures). Contractor shall be fully responsible for BMP maintenance until construction is complete.
- C. Contractor is responsible for all fees (and fines) associated with erosion or sediment runoff for the Owner and the Contractor.

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Closeout procedures.
- B. Final Cleaning.
- C. Project record documents.
- D. Warranty.

1.2 CLOSEOUT PROCEDURES:

- A. Submit written certification that contract documents have been reviewed, work has been inspected, and that work is complete in accordance with contract documents and ready for Engineer's review.
- B. Provide submittals to Engineer that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract sum, previous payments, and sum remaining due.
- D. Submit executed Affidavit of Bills paid with final Application for payment. Affidavit shall state all bills for labor, materials, and incidentals incurred in the construction of the project have been paid in full, and that there are no claims pending of which the Contractor has been notified.

1.3 FINAL CLEANING:

- A. Execute final cleaning prior to final project assessment.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- D. Complete Right-Of-Way and Easement restoration as described on the Drawings and in these specifications. Restoration activities shall bring construction areas to original or better condition and shall be to Owner's satisfaction.

1.4 PROJECT RECORD DOCUMENTS:

- A. Maintain on site, one set of the following record documents; record actual revisions to the work:

1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change Orders and other modifications to the Contract.
 5. Reviewed Shop Drawings, Product Data, and Samples.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
- F. Record Documents and shop drawings: Legibly mark each item to record actual construction including:
1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 2. Field changes of dimension and detail.
 3. Details not on original contract drawings.
- G. Remove Engineer title block and seal from all documents.
- H. Submit documents to Engineer with claim for final Application for Payment.

1.5 WARRANTY:

- A. The Contractor shall guarantee the work performed under this contract against defective materials and workmanship for a period of one year from the date of Substantial Completion or acceptance of individual work elements. The Contractor shall arrange to have his performance bond remain in effect for a period of one year after this date to cover his guarantee as stipulated under this item and in the General Conditions.
- B. If defective materials and/or workmanship are discovered which require repairs made under this guarantee, all such repairs shall be done by the Contractor at his own expense within ten days after written notice of such defect. Should the Contractor fail to repair or correct such deficiency within ten days after notification, the Owner may make the necessary repairs and charge the Contractor with the applicable costs of all labor and materials required to correct the deficiency.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

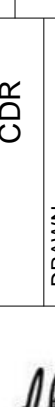
END OF SECTION

CONSTRUCTION DRAWINGS

An aerial photograph of a rural area with several roads and a proposed site. Fulwiler Rd runs vertically through the center. W Stamford runs diagonally from the top right to the middle left. W Hwy 80 runs horizontally across the bottom. Polariss Dr runs vertically on the right side. A black arrow points to a specific location on Fulwiler Rd, labeled 'SITE'. The map also shows a bridge over a river, a large pond, and various agricultural fields.

SHEET INDEX

- | | |
|------|-----------------------|
| C1.0 | COVER SHEET |
| C2.0 | PLANS SHEET AND NOTES |
| C3.0 | DETAILS |

HARTMAN'S PARKING DEVELOPMENT CORPORATION OF ABILENE 1221 FULWILER ROAD Abilene, Texas										Rosenbaum Engineering, PLLC 3226 Wyndham Ct. Abilene, Texas 79606 Clint Rosenbaum, P.E. clint@rosenbaumentg.com 325.699.2915 TYPE Registration #19243 06/15/2023																				DESIGNED CDR										REV A										DATE 5/23/2023										BY CDR										DESCRIPTION ISSUED FOR 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- | DESIGNED | CDR | REV | DATE | BY | DESCRIPTION |
|----------|---------|-----|-----------|-----|-------------------------|
| DRAWN | BFT | A | 5/23/2023 | CDR | ISSUED FOR REVIEW |
| CHECKED | | 0 | 06/14/23 | CDR | ISSUED FOR CONSTRUCTION |
| APPROVED | CDR | | | | |
| | CDR | | | | |
| DATE | 5/20/23 | | | | |



Abilene, Texas 79606
2326 Wyndham Ct.
325.669.2915
TBE Registration #F-19243
Clint Rosenbaum, P.E. | clint@rosenbaumeng.com

HARTMAN'S PARKING
DEVELOPMENT CORPORATION
1221 FULWILER ROAD
Abilene, Texas

2 OF 3

GENERAL SITE NOTES

1. CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION MEANS AND METHODS TO INCLUDE STAKING, SURVEYING, REMOVAL OF SPOILS, CLEANUP AND ANY OTHER WORK REQUIRED FOR A COMPLETE AND USABLE PARKING FACILITY.
2. THERE ARE EXISTING UTILITIES IN THE AREA. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING, PROTECTING AND NOT DAMAGING THEM.
3. NEW CONCRETE SURFACE SHALL MATCH EXISTING GRADES AND UNIFORMLY SLOPE AWAY FROM THE BUILDING AND TOWARD THE EXISTING CONCRETE DRIVE.
4. WORK SHALL BE COMPLETE IN EVERY ASPECT WHETHER SPECIFICALLY SHOWN OR CALLED OUT ON THE DRAWINGS. THE CONTRACTOR SHALL COMPLETE THE WORK, INCLUDING MINOR DETAILS NEEDED TO COMPLETE THE WORK, TO A USEABLE AND OPERATIONAL SYSTEM. CONTRACTOR SHALL CONTACT THE OWNER OR ENGINEER FOR CLARIFICATIONS OR ADDITIONAL INFORMATION NEEDED.
5. THE CONTRACTOR IS RESPONSIBLE FOR ANY TRAFFIC CONTROL MEASURES NEEDED.
6. THE CONTRACTOR IS RESPONSIBLE FOR ALL EROSION CONTROL MEASURES.

SITE PREPARATION NOTES

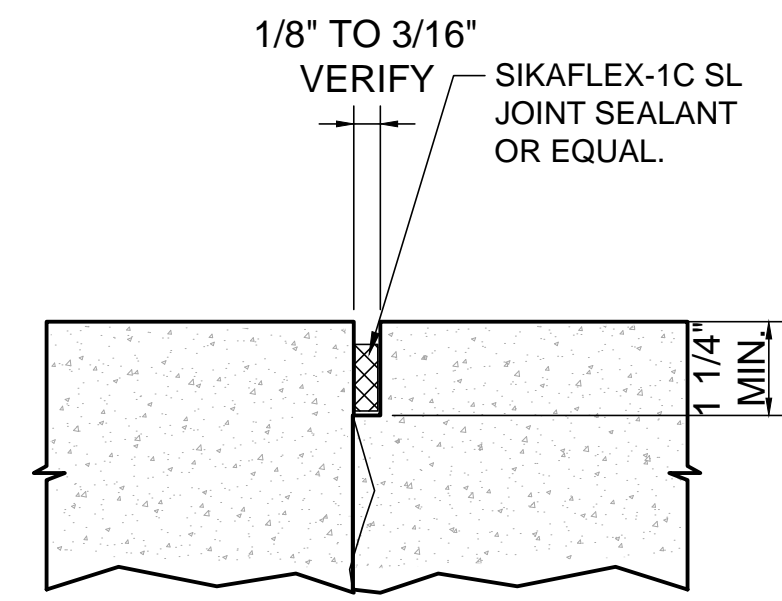
1. THE SUBGRADE SHALL BE STRIPPED OF TREES, STUMPS, ROOTS, ROOT BALLS, BRUSH, VEGETATION AND OTHER DEBRIS.
2. IN AREAS TO RECEIVE CONCRETE PAVEMENT THE SUBGRADE SHALL BE ADJUSTED TO THE PROPER GRADE THEN SCARIFIED TO A DEPTH OF 6 INCHES, MOISTURE CONDITIONED TO ABOVE OPTIMUM CONTENT, AND RECOMPACTED TO BETWEEN 95 AND 100 PERCENT STANDARD PROCTOR PER ASTM D 698.
3. EACH AREA OF SUBGRADE SHALL BE TESTED FOR MOISTURE AND COMPACTION AT LEAST ONCE.

CONCRETE PAVING NOTES

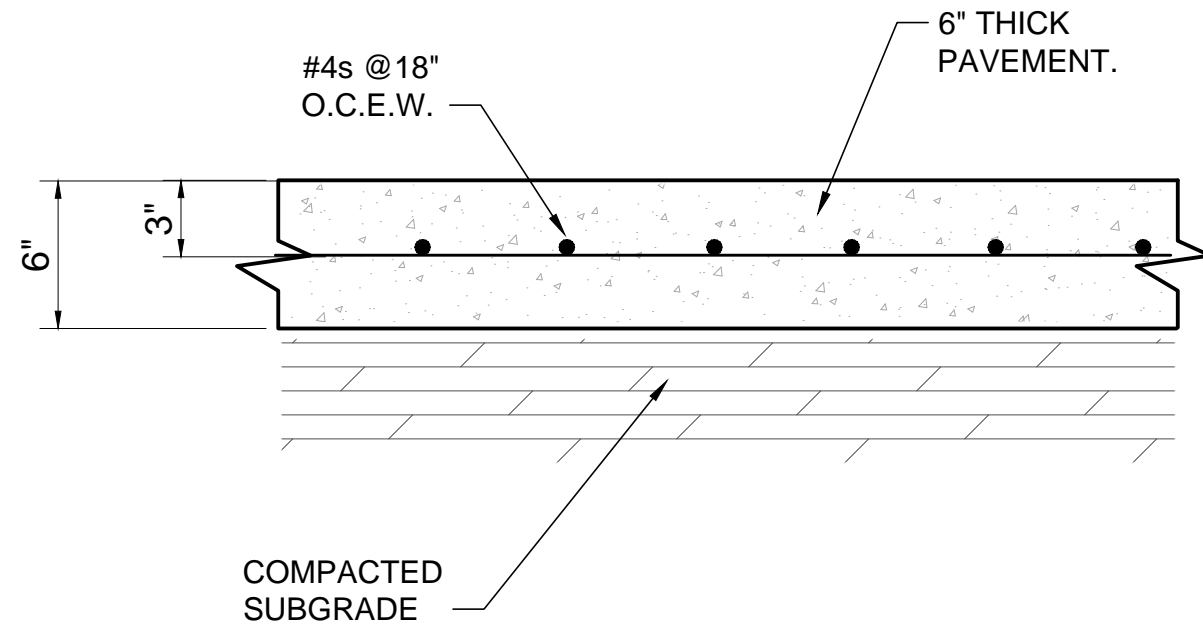
1. ALL EXTERIOR CONCRETE SHALL BE CLASS "A" 3,500 PSI IN 28 DAYS. ALL CONCRETE SHALL CONTAIN A MINIMUM OF 6% ENTRAINED AIR.
2. EXPANSION JOINT SPACING SHALL BE 60' MAX AND SAWED JOINTS SHALL BE 15' MAX. JOINTS SHALL INTERSECT AT 90 DEGREES AT RADII AND AT CORNERS.
3. SAWED CONTROL JOINTS (CTL) SHALL BE MINIMUM 1/8" WIDE AND 1 1/4" DEEP.
4. PAVING JOINTS SHALL BE SEALED WITH SIKAFLEX 1C SL OR EQUAL.

PAVEMENT STRIPING

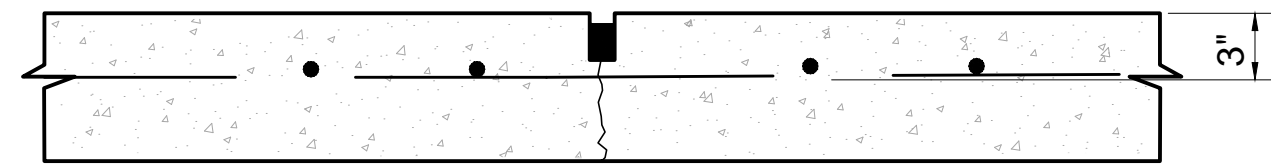
1. PAVEMENT PAINT SHALL BE ACRYLIC LATEX TRAFFIC PAINT.
2. ALL VEHICLE PARKING SPACES SHALL BE STRIPPED WITH 4" WHITE PAINT.



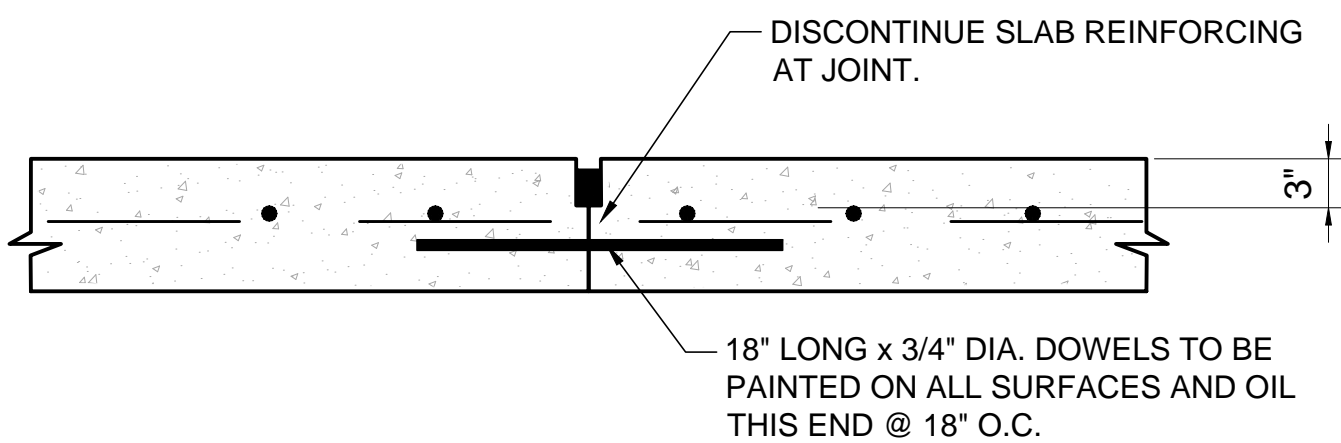
JOINT DETAIL



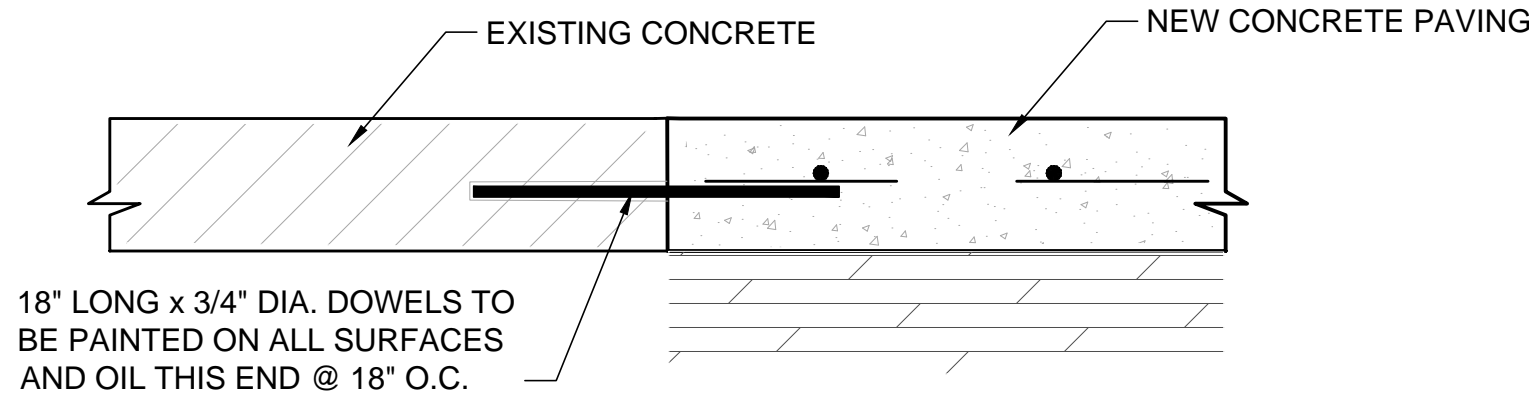
CONCRETE PAVEMENT DETAIL



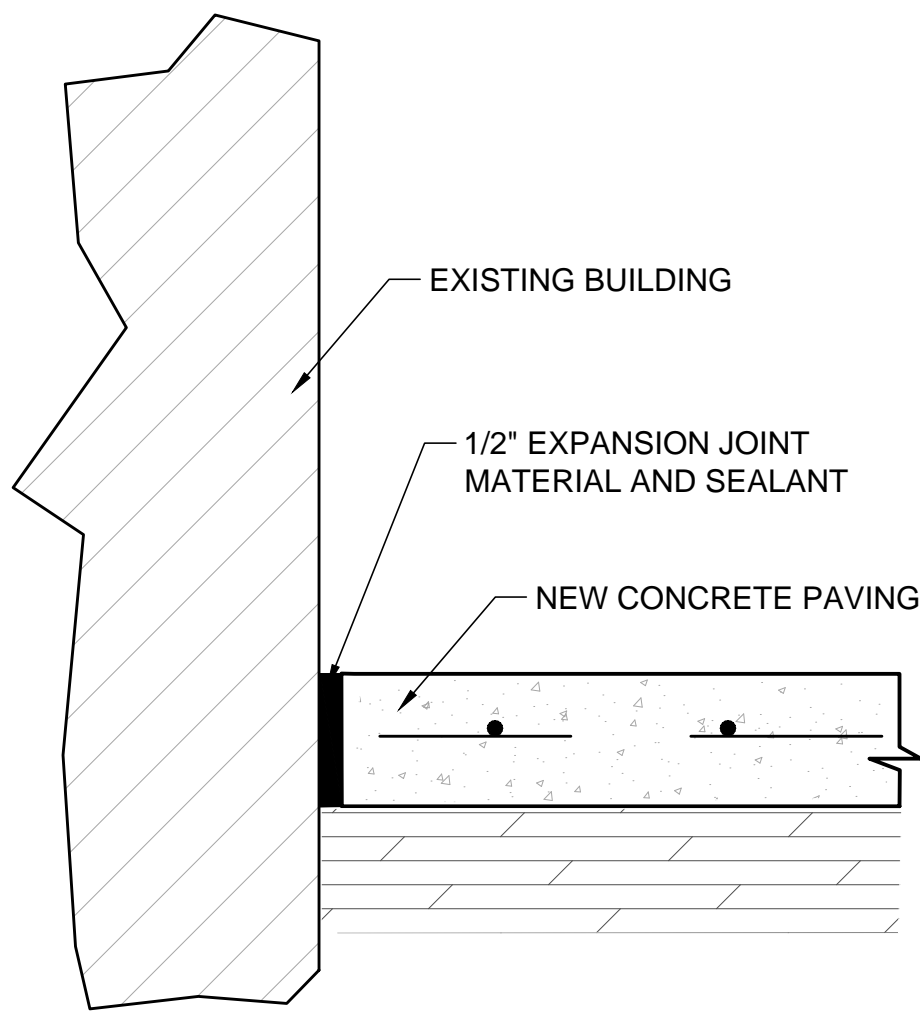
SAWED CONTRACTION JOINT (CTL)



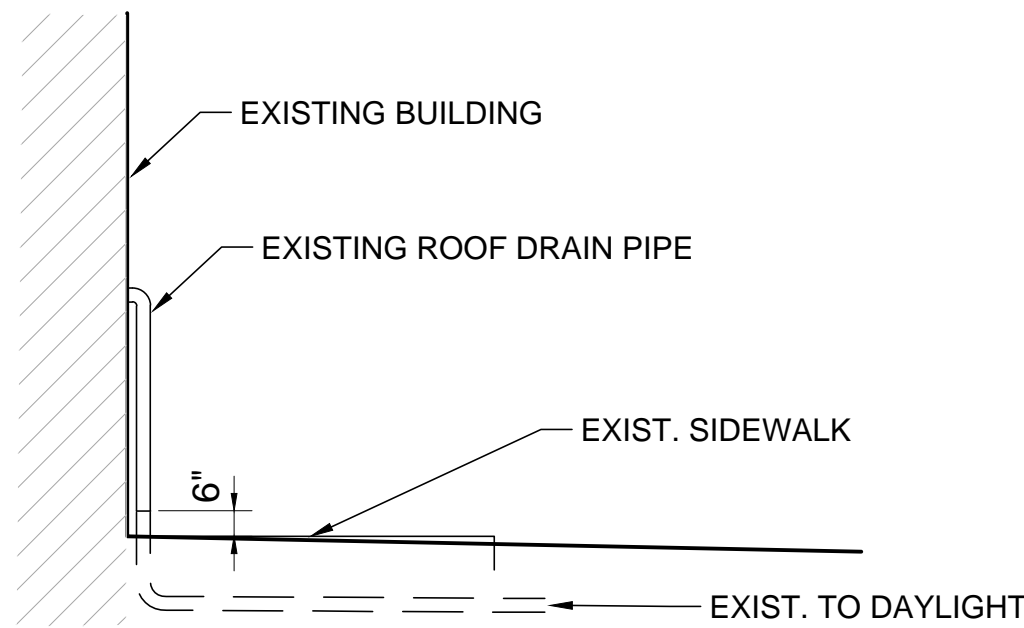
EXPANSION JOINT (EJ)



EXISTING CONCRETE AT NEW CONCRETE



NEW CONCRETE AT BUILDING



NOTE:

1. CUT ROOF DRAIN PIPING 6" ABOVE SIDEWALK AND REPAINT.
2. PLUG ABANDONED LINE WITH CONCRETE.
3. REMOVE YARD PIPING AS NEEDED.

ROOF DRAIN
MODIFICATION DETAIL

ROOF DRAINS TYPICAL 4 PLACES

CONCRETE PAVEMENT DETAILS

DESCRIPTION	BY	DATE	REV	DESIGNED	CDR	BFT	CDR	CDR	CDR	DATE
ISSUED FOR REVIEW	CDR	5/23/2023	A	DRAWN	CDR	BFT	CHECKED	CDR	APPROVED	5/2023
ISSUED FOR CONSTRUCTION	CDR	06/16/23	0							

06/15/2023

Rosenbaum Engineering, PLLC	325.689.2915 TYPE Registration #F-19243 2326 Wyndham Ct. Arlene, Texas 79506 Clint Rosenbaum, P.E. clint@rosenbaumeng.com
HARTMAN'S PARKING DEVELOPMENT CORPORATION OF ABILENE 1221 FULWILER ROAD Abilene, Texas	

SHEET NO.
C3.0
3 OF 3



STANDARD SPECIFICATIONS FOR CONSTRUCTION

2006

STANDARD SPECIFICATIONS FOR CONSTRUCTION

CITY OF ABILENE

**Adopted by the
City of Abilene
January, 2000**

First Revision: August, 2001

Second Revision: September, 2006

To Whom It May Concern:

SECTION 23-262 CONVENTIONAL DESIGN STANDARDS of the Abilene Subdivision Regulations states in part:

"General Policy. No subdivision (herein to include resubdivisions and minor subdivisions) shall be approved by the Planning and Zoning Commission unless the plat and accompanying improvement plans conform to standards contained within either this Section 23-262 or the following Section 23-263 of this chapter. *Accompanying improvements plans shall also comply with construction Specifications set forth by the Director of Public Works or his duly authorized representative.*" (italics added)

These "City of Abilene Standard Specifications for Construction" are hereby set forth as the construction specifications referenced within the General Policy. These same Standard Specifications will be the controlling specifications for any Public Works construction contract issued by the City of Abilene unless otherwise indicated within the respective contract for those services. **These specifications are not intended for any construction under the purview of the Building Official.**

THE CITY OF ABILENE, TEXAS

By: Paul Knippel
(Signature)

Paul Knippel, P.E., C.F.M.

Title: Director of Public Works

By: Bobby R. Lindley
(Signature)

Bobby R. Lindley, P.E., C.F.M.

Title: City Engineer

FORWARD

These documents have been prepared by the Engineering Division of the City of Abilene, for the design and construction of the City's various projects. Some specifications requirements may change from time to time, and this shall be addressed by a Special Addendum to the specified item; however, this will not affect the design principles and procedures presented in this document.

The majority of these specifications have been adopted from the Texas Department of Transportation—Texas Standard Specifications 1993. Many of these items have been altered to fit the conditions and situations encountered in the urban areas of the City of Abilene. The intention of utilizing the Texas Standard Specifications in this manner is to insure a uniform transportation design that both Design Consultants and Contractors within the industry are familiar with.

Items not included within the document may be added to the Contract Documents as Special Specifications.

In case of a conflict between specifications and the Contract Plans, the Contract Plans shall govern.

In addition to this Specification Book, a list of General Notes may be added to the Project Specifications and to the Contract Plans. The General Notes are very important statements that may alter, redirect, and/or bring to the attention of the reader special conditions in the project. They are also used to reiterate points of concern and highlight problem areas.

Although the basic for this Specification Book was derived from the 1993 Texas Standard Specifications, it should be understood that the uses of the two books are not interchangeable on City Projects.

Conflicts of any nature or disputes between any party pertaining to City Projects will be settled solely by the City Engineer.

These Specifications were adapted for the City of Abilene, Texas, by the Engineering Division under the direction of B.R. Lindley, P.E., City Engineer.

Acknowledgments:

The following people are recognized for their hard work in physically putting this Specification Book together:

Scott Davis

John Moore

David Mundschenk

Pat Roach

Jack Wills

Their loyalty and dedication to this task is appreciated. This Specification Book is truly a "Team" effort.

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