City of Prairie View, Texas

Project Manual and Bid Documents For Temporary Building Installation Hurricane Harvey Recovery



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Prepared By:



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07/30/2020

TEMPORARY BUILDING INSTALLATION

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CONTRACT BID DOCUMENTS AND INSTRUCTIONS

FOR

City of Prairie View

Temporary Building Installation Hurricane Harvey Recovery City Hall – 44500 US-290 BUS Prairie View, TX 77445

SCOPE OF WORK

Contractor to furnish all labor, materials, equipment, and incidentals required to install a temporary building for the City of Prairie View City Hall government officials and employees to restoration the City of Prairie View City Hall building to pre-Hurricane Harvey conditions. *Prairie View Project Manual and Bid Documents*.

The exhibits attached to the Contract Documents further define the scope of work for the City Hall building.

NOTICE TO BIDDERS

Sealed bids for this work will be received by:

Allison Bynum, City Secretary City of Prairie View 44500 US-290 BUS Prairie View, TX 77445

Up to **4:00 PM August 24, 2020** and immediately thereafter publicly opened and read aloud. Complete Project Manual and Bid Documents can be obtained from the City Secretary office as indicated above.

All Bids must be accompanied by a Bid Guarantee made payable to the City of Prairie View in an amount of five percent (5%) of the Bid price and in the form of a Bid Bond, certified check or bank money order. A performance bond, and payment bond are also required for this project.

No bid may be withdrawn after the opening of bids for a period of 30 days. The City reserves the right to reject any or all bids and waive informalities. Proposals shall be made only on the form provided herein with all blank spaces for bids properly filled in and all signatures properly executed.

Please note on the envelope:

Bid Proposal Temporary Building Installation Hurricane Harvey Recovery City of Prairie View, Texas Attn: Allision Byrum, City Secretary [Date] [Contractor Name] [Contractor License Number]

In addition to the hard copy of the Bid, all Bidders shall include an electronic copy (PDF) of their Bid on a flash drive/USB drive within the envelope.

A **Pre-Bid Meeting** will be held outside City Hall in Parking Lot (44500 US-290 BUS, Prairie View, TX 77445) on **August 11, 2020 at 2:00 PM.**

GENERAL CONDITIONS

1. GENERAL

It is understood and agreed that by submitting a bid that the Contractor has examined these contract documents, drawings and specifications and has visited the site of the Work and has satisfied himself relative to the Work to be performed.

Bids will be evaluated based on the lowest responsible and responsive bid. Evaluation of responsible and responsive shall include qualifications, responsibility, and financial ability of bidders and subcontractors, safety record of bidder, and city's past experience with bidder.

These documents use the terms City of Prairie View, City, and Owner interchangeably throughout this set of contract documents. These terms refer to the City of Prairie View and its authority through the incorporation statutes of the State of Texas to enter into contractual agreements with licensed contracting entities to construct projects on behalf of the City of Prairie View.

2. MATERIALS, EQUIPMENT AND EMPLOYEES

The contractor shall, unless otherwise specified, supply and pay for all labor, transportation, materials, tools, apparatus, lights, power, fuel, sanitary facilities and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the drawings, stated in the specifications, or reasonably implied there from, all in accordance with the contract documents.

All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the specifications.

No changes shall be made in the Work except upon written approval and change order of the Designer/City.

Products are generally specified by ASTM or other reference standard and/or by manufacturer's name and model number or trade name. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.

However, the contractor shall be aware that the cited examples are used only to denote the quality standard of product desired and that they do not restrict bidders to a specific brand, make, manufacturer or specific name; that they are used only to set forth and convey to bidders the general style, type, character and quality of product desired; and that equivalent products will be acceptable. Substitution of materials, items or equipment of equal or equivalent design shall be submitted to the engineer of record and City for approval or disapproval; such approval or disapproval shall be made by the architect or engineer prior to the opening of bids. The City reserves the right to specify items of a specific manufacturer for reasons such as compatibility, consistency, past performance and inventory.

The designer for the City may request that Contractor, at designer's discretion, provide City with a preliminary schedule and list of required submittals for designer's approval.

If at any time during the construction and completion of the work covered by these contract documents, the conduct of any workman of the various crafts be adjudged a nuisance to the City or if any workman be considered detrimental to the work, the Contractor shall order such parties removed immediately from the site.

The contractor shall designate a foreman/superintendent who shall direct the work. Superintendent shall have full authority to act for Contractor, and directives and notices given Superintendent shall be the same if delivered to Contractor.

3. CODES, PERMITS AND INSPECTIONS

The Contractor shall obtain the required permits, if required, give all notices, and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this contract. If the Contractor observes that the contract documents are at variance therewith, he shall promptly notify the Designer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such

notice to the City, he shall bear all cost arising therefrom.

All work under this contract shall conform to the current Uniform Building Code and other state and national codes as are applicable.

4. SAFETY REQUIREMENTS

The Contractor shall be responsible for the entire site and the construction of the same and provide all the necessary protections as required by laws or ordinances governing such conditions and as required by the City or Designer. He shall be responsible for any damage to the City's property, or that of others on the job, by himself, his personnel or his subcontractors, and shall make good such damages. He shall be responsible for any pay for any claims against the City arising from such damages.

The Contractor shall adhere to the rules, regulations and interpretations of the Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926 published in Volume 39, Number 122, Part 11, June 24, 1974 Federal Register).

The Contractor shall provide all necessary safety measures for the protection of all persons on the work, and shall fully comply with all applicable federal, state laws or regulations and Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing and shall barricade excavations and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

Contractor shall be responsible for notifying owners of underground utilities and pipelines of impending work and following the requirements of the state-required one-call systems.

5. TAXES

The City of Prairie View is exempt from Federal Excise and State Sales Tax and neither should be included in the bid.

6. INSURANCE

The Contractor shall not commence work until he has obtained all insurance required, and the City has approved such insurance, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

The Contractor shall provide and maintain during the life of this contract Workmen's Compensation Insurance for all employees employed at the site of the project under his contract. Policy amount shall be \$500,000 or state of Texas statutory requirement whichever is greater.

The Contractor shall provide and maintain during the life of this contract such General Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this contract, from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operation be by the Contractor himself or by any subcontractor, or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be asfollows:

General Liability Insurance in an amount not less than \$500,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, in amount not less than \$500,000 on account of one accident; and Property Damage Insurance in an amount not less than \$100,000/\$300,000.

The Contractor shall furnish such additional insurance as may be required by the Texas Statute, including motor vehicle insurance in amounts not less than statutory limits or \$500,000 whichever is greater.

Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount or coverage eliminated in less than fifteen (15) days after mailing written notice to the insured and the City of such alteration or cancellation, sent by registered mail. The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required before written approval is granted by the City.

7. INVOICES FOR PAYMENT

Partial payment will be made no more often than monthly. All payments will be governed by the Texas Prompt

Payment Act. Final payment will be made within thirty (30) consecutive days after acceptance of the work and the submission both of notarized contractor's affidavit and four copies of invoices which are to include the contract, account, and job order numbers.

The contractor's affidavit shall state: "This is to certify that all costs of materials, equipment, labor, and all else entering into the accomplishment of this contract, including payrolls, have been paid in full."

Executed contract documents, insurance certifications and, upon completion and acceptance of the work, invoices and other information requested are to be sent to:

Allison Bynum, City Secretary City of Prairie View 44500 US-290 BUS Prairie View, TX 77445

8. CLEANING UP

The Contractor shall keep the sites and surrounding area reasonably free from rubbish at all times and shall remove debris from the site from time to time or when directed to do so by the City. Before final inspection and acceptance of the project, the Contractor shall thoroughly clean the sites, and completely prepare the project and site for use by the City.

9. GUARANTEE

The contractor shall unconditionally guarantee materials and workmanship against patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve (12) months following the final acceptance of the work and shall replace such defective materials or workmanship without cost to the City.

Where items of equipment or material carry a manufacturer's warranty for any period in excess of twelve (12) months, then the manufacturer's warranty shall apply for that particular piece of equipment or material. The contractor shall replace such defective equipment or materials, without cost to the City, within the manufacturer's warranty period.

Additionally, the City may bring an action for latent defects caused by the negligence of the contractor, which is hidden or not readily apparent to the City at the time of beneficial occupancy or final acceptance, whichever occurred first, in accordance with applicable law.

Guarantees for roofing workmanship and materials shall be stipulated in the specification's sections governing such roof, equipment, materials, or supplies.

10. CONTRACTOR-SUBCONTRACTOR RELATIONSHIPS

The Contractor agrees that the terms of these contract documents shall apply equally to a subcontractor as to the Contractor, and that the subcontractor is bound by those terms as an employee of the Contractor.

11. TERMINATION FOR CAUSE

A. The occurrence of any one or more of the following events will justify termination for cause:

- 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents, including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established in Specification Section 01311;
- 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
- 3. Contractor's disregard of the authority of City Designated Construction Manager; or
- 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events, identified in the previous Paragraph 11.A, occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
 - 1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools,

appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

- 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and
- 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 11.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs,

losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by City Designated Construction Manager as to their reasonableness and, when so approved by City Designated Construction Manager, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 11.B and 11.C, Contractor's services will not be terminated if Contractor begins, within seven days of receipt of notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond, the termination procedures of that bond shall supersede the provisions of Paragraphs 11.B, and 11.C.

12. TERMINATION FOR CONVENIENCE

- A. Upon seven days written notice to Contractor and City Designated Construction Manager, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

SUPPLEMENTARY GENERAL CONDITIONS

1. TIME OF COMPLETION

The Contractor shall commence work to be performed under this Contract on a date to be specified in written order from the Designer and shall fully complete all work hereunder within **sixty (60)** consecutive calendar days from the Notice to Proceed for base bid contract.

If the Contractor is delayed at any time in the progress of his work by any act or negligence of the City, his employees or his separate contractor, by changes ordered in the work; by abnormal weather conditions; by any causes beyond the Contractor's control or by other causes deemed justifiable by City, then the contract time may be reasonably extended in a written order from the City upon written request from the contractor within ten days following the cause for delay.

2. UNIT PRICES

Not applicable.

3. PERFORMANCE AND PAYMENT BONDS

Contractor shall furnish a Performance Bond and Payment Bond executed by a surety company authorized to do business in Texas. The bonds shall be in the full contract amount. Bonds shall be executed in the form bound with these specifications. An authorized agent of the bonding company who is licensed to do business in Texas shall countersign all bonds.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions

as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or anyother federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

6. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

7. ENERGY POLICY AND CONSERVATION ACT

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. SUSPENSION AND DISBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by the City of Prairie View. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Texas and the City of Prairie View, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED) (FOR CONTRACTS THAT EXCEED \$100,000)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

PROPOSAL AND CONTRACT FOR

City Hall Building Restoration - Temporary Building Installation

The undersigned, as bidder, proposes and agrees if this proposal is accepted to contract with the City of Prairie View for the furnishing of all_materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with drawings, specifications, and contract documents, and to the full and entire satisfaction of the City of Prairie View for the sum of:

BASE BID:		Dollars
	[In written form]	
\$ [In numbers]		
nclude breakdown of requested un	it pricing if applicable (See Table 1	that follows this page).
Bidder acknowledges receipt of the fol	lowing addenda (if any)	
Respectively submitted this	day of	20
	(Contractor Business Name)	
Federal ID#:		
Witness:	Title:	esident)
	Address:	
Proprietorship or Partnership)		
Attest: (corporation)	Email Address:	
(Corporate Seal)		
By:	L	.icense #:
Title: (Corporation Secretary/Assistant Secretary	/)	

TABLE 1: TEMPORARY BUILDING BID ITEMS

ltem				Unit	Total
No.	Quantity	Unit	Description	Price	Amount
			Installation, Leasing and Associated Activities for		
1	2	LS	64' X 24' Temporary building for four (4) months	\$	\$
2	2	LS	Leasing 64' X 24' Temporary building for additional month	\$	\$
			Relocation of furnitures from City Hall to Temporary		
3	LS	LS	Buildings	\$	\$

If the temporary buildings will be required for additional months after first four (4) months, the additional amount will be determined based on the monthly price mentioned on the Item No. 2 of Table 1.

*Any change in schedule or contract amount due to mold remediation must be submitted to and approved by the City.

*Form 1295 – Certificate of Interested Parties must be submitted online at <u>www.ethicks.state.tx.us/File</u> and the proof of filing must be submitted to the City.

BID BOND

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

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID Bid Due Date: Project (Brief Description Including Location):

BOND Bond Number: Date (Not later than Bid due date): Penal sum

(Words)

(Figures)

(Seal)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

	(Seal
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By:Signature and Title	By: Signature and Title (Attach Power of Attorney)
Attest:	Attest:Signature and Title

Note: Above addresses are to be used for giving required notice.

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 Surety's liability.

2. Default of Bidder shall occur 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 shall 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 by 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 shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall 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 Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall 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 Registered or Certified Mail, return receipt requested, postage pre-paid, and shall 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 shall 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 shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT Date: Amount: Description (Name and Location):

BOND Bond Number: Date (Not earlier than Contract Date): Amount: Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL Company:		SURETY	
Signature:	(Seal)		(Seal)
Name and Title:	, , , ,	Surety's Name and Corporate Seal	
		By:	
		Signature and Title	
		(Attach Power of Attorney)	
(Space is provided below for signatures of parties, if required.)	additional		
		Attest:	
		Signature and Title	
CONTRACTOR AS PRINCIPAL Company:		SURETY	
Signature:	(Seal)		(Seal)
Name and Title:	()	Surety's Name and Corporate Seal	
		By:	
		Signature and Title	
		(Attach Power of Attorney)	
		Attest:	
		Signature and Title:	

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph3.1.

- 3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 - 1. Surety in accordance with the terms of the Contract;
 - 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

- 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
- 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
- 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
- 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 - 2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in

part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

FOR INFORMATION ONLY – Name, Address and Telephone Surety Agency or Broker Owner's Representative (engineer or other party) 6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
- 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after 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 period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

- 12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT Date: Amount: Description (Name and Location):

BOND Bond Number: Date (Not earlier than Contract Date): Amount: Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL Company:		SURETY	
Signature:	(Seal)		(Seal)
Name and Title:		Surety's Name and Corporate Seal	
		By:	
		Signature and Title	
		(Attach Power of Attorney)	
(Space is provided below for signatures of parties, if required.)	f additional		
· · · /		Attest:	
		Signature and Title	
CONTRACTOR AS PRINCIPAL Company:		SURETY	
Signature:	(Seal)		(Seal)
Name and Title:		Surety's Name and Corporate Seal	,
		By:	
		Signature and Title	
		(Attach Power of Attorney)	
		Attest:	
		Signature and Title:	

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

- 2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

- 4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 - Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 - Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 - 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

- 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, 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 shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and 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.
- 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone Surety Agency or Broker: Owner's Representative (engineer or other party):

Specifications For Temporary Building Installation

City of Prairie View

Prepared By

Trilogy Engineering Services

650 N. Sam Houston Parkway E., Suite 300

Houston, Texas 77060

877-463-1699

DIVISION 01 – GENERAL REQUIREMENTS

SECTION 0110 SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. A summary of the Work to be performed under this Contract, work by Owner, Owner furnished products, Work sequence, future Work, Contractor's use of Premises, and Owner occupancy.
- B. Construct Work as described in the Contract Documents:
 - 1. Provide the materials, equipment, and incidentals required to make the Project completely and fully useable.
 - 2. Provide the labor, equipment, tools, and consumable supplies required for a complete Project.
 - 3. The Contract Documents do not indicate or describe all the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owners Authorized Representative (OAR).

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The City of Prairie View, Texas intends to renovate the City hall, so that the temporary facilities should be constructed beside the city hall. The added package includes the construction of two temporary building according to the designed plans and providing all the necessary utility connections. The project (Project) consists of the design and construction temporary buildings located on property owned by the City at 44500 US-290 BUS, Prairie View, TX 77445. The anticipated general scope of work for the Projects is as follows:
- B. Construction of temporary buildings site work elements associated with the repairs to city Hall resulting from Hurricane Harvey. The work will include:
 - 1. Prepare the site for installation of the buildings as shown on the site plan drawing.
 - 2. Locate and prepare existing water, wastewater, and electric utilities to connect the temporary buildings.
 - 3. Install and anchor the buildings to meet the anchoring codes for the designated wind load at the location.
 - 4. Install stairs and access ramp to enter and leave the building.
 - 5. Install crushed stone walk paths from the existing parking lot to each of the building entrances
 - 6. Move furniture and supplies from the existing City hall to the temporary building.
 - 7. After City Hall renovation return the furniture and supplies to City Hall.
 - 8. Disconnect and remove temporary utilities
 - 9. Remove temporary buildings
 - 10. Remove crushed stone temporary walkways
 - 11. Regrade and reseed site

1.03 WORK BY OWNER

A. The City will provide guidance to the contractor on existing utility locations.

1.04 OWNER FURNISHED PRODUCTS

A. The City will not be providing any materials or labor for the installation of these temporary buildings.

1.05 WORK SEQUENCE

- A. The City and Engineer will provide guidance to work next to existing temporary buildings and to tie to the existing utilities on the site.
- B. Contractor to submit project schedule to Engineer & Owner for approval as specified in Section01350 Submittals.
- C. Contractor shall coordinate the Work with the Engineer and Owner as specified in Section 01310 Coordination and Meetings.

1.06 CONSTRUCTION OF UTILITIES

A. Contractor shall pay for temporary power, if required, during the temporary building installation process, including but not limited to construction cost, meter connection fees, and permits.

1.07 CONTRACTOR'S USE OF PREMISES

- A. Comply with procedures for access to the site and Contractor's use of rights-of-way as specified in Section 01140 Contractor's Use of Premises.
- B. Contractor shall be responsible for all utilities required for construction.

1.08 OWNER OCCUPANCY

- A. Cooperate with the Owner to minimize conflict, and to facilitate the Owner's operations. Coordinate Contractor's activities with Engineer.
- B. Owner has the right to use or operate any portion of the Project that is ready for use after notifying the Contractor of its intent to do so.
- C. Schedule Work to accommodate this requirement.
- D. The execution of Bonds is understood to indicate the consent of the surety to these provisions for use of the Project.
- E. Provide an endorsement from the insurance carrier permitting use of Project during the remaining period of construction.
- F. Conduct operations to insure the least inconvenience to the Owner and public.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01140 CONTRACTOR'S USE OF PREMISES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General use of the Project Site including properties inside and outside of the limits of construction, work affecting roads, ramps, streets and driveways and notification to adjacent occupants.

1.02 RELATED WORK

A. The related work includes Field Surveying, Curbs, Waste Material Disposal, Hydromulch Seeding.

1.03 SUBMITTALS

- A. Make Submittals required by this Section under the provisions of Section01350 Submittals.
- B. Submit a copy of agreements between private property owners and Contractor/ Subcontractor prior to use of the area. Agreements between private property owners and Contractor / Subcontractor shall be notarized or bear the signatures of two witnesses.
- C. Provide proof of all indemnification agreements.

1.04 LIMITS OF CONSTRUCTION

- A. Confine access, operations, and storage areas to limits of construction as shown on the Drawings provided by Owner. Trespassing on abutting lands or other lands in the area is not allowed.
- B. Contractor may make arrangements, at Contractor's cost, for temporary use of private properties, in which case Contractor and Contractor's surety shall indemnify and hold harmless the Owner against claims or demands arising from such use of properties outside of the limits of construction.
 - 1. Improvements to private properties made for the Contractor's use must be removed upon completion of the Work.
 - a. No fill material may be placed in temporary work areas or on adjacent private properties without the written permission of the Engineer or the issuance of a Fill Permit by the City of Prairie View, TX, or other governing entity.

1.05 PROPERTIES OUTSIDE OF LIMITS OF CONSTRUCTION

- A. If Contractor's means and methods require the acquisition of Temporary Construction Easements or any access to private property not already included in the above, such access and documentation along with any costs involved shall be the responsibility of the Contractor.
- B. Make arrangements, at no cost to the Owner, for temporary use of private properties if required for the execution of the work. Contractor and Surety shall indemnify and hold harmless the Engineer and Owner against claims or demands arising from such use of properties outside of rights-of-way. Submit a copy of agreements between private property owners and subcontractor prior to use of the area. Agreements between private property owners and Subcontractor shall be notarized or bear the signatures of two witnesses.
- C. Altering the condition of properties adjacent to and along the limits of construction will not be permitted unless authorized by the Engineer and property owner(s) as noted above.
- D. Means, methods, techniques, sequences, or procedures which will result in damage to properties or improvements in the vicinity outside of the limits of construction will not be permitted without temporary or permanent easements as determined by the Engineer.
- E. Any damage to properties outside of the limits of construction shall be repaired or replaced to the satisfaction of the Engineer and at no cost to the Owner.

F. Contractor shall protect or replace all property corners, monuments, or other demarcations disturbed, damaged, or lost because of his activities. The replacement of these devices shall be properly documented to the satisfaction of the City by a Registered Public Land Surveyor with copies delivered to the Owner or private property owner.

1.06 USE OF SITE

- A. Maintain 10-foot wide minimum access for emergency vehicles including access to fire hydrants.
- B. Avoid obstructing drainage ditches or inlets, when obstruction is unavoidable due to requirements of the Work, provide grading and temporary drainage structures to maintain unimpeded flow.
- C. Daily cleanup requirements are required and will be enforced by the Engineer.
- D. Contractor shall comply with all security procedures, entry, egress, and on-site security for the duration of the Work. This will include, but not be limited to, entry through gates, use of security codes, and limitation of presence to only construction areas.
- E. Fires are not permitted on the Project Site or anywhere within project limits. Contractor shall properly dispose of all waste material per Section 01562 Waste Material Disposal.

1.07 NOTIFICATION TO ADJACENT OCCUPANTS

- A. Notify individual occupants in areas to be affected by the Work of the proposed construction and time schedule. Notification shall be 24 hours, 72 hours and 2 weeks prior to work being performed within 200 feet of the homes or businesses.
- B. Include in notification names and telephone numbers of two representatives for resident contact, who will be available on 24-hour call? Include precautions which will be taken to protect private property and identify potential access or utility inconvenience or disruption.
- C. Submit proposed notification to Engineer for approval. Consideration shall be given to the ethnicity of the neighborhood where English is not the dominant language. Notice shall be in an understandable language.

1.08 CLEAN-UP

- A. Maintain Project Site in a neat and orderly manner.
- B. Perform daily clean-up in and around construction zone of dirt, debris, scrap materials, other disposable items.
- C. Leave streets, driveways, and sidewalks broom-clean or its equivalent at the end of each workday.
- D. Promptly remove barriers, signs, and components of other control systems that are no longer being utilized.
- E. Dispose of waste and excess materials in accordance with requirements of Section 01562 Waste Material Disposal.

1.09 RESTORATION

- A. Restore damaged permanent facilities to pre-construction conditions unless replacement or abandonment of facilities is indicated on the Plans.
- B. Repair turf areas which become damaged by Contractor's operations at no additional cost to Owner.
- C. Provide sodding in areas of residential land use over the surface of ground disturbed during construction and not paved, or not designated to be paved, in accordance with Section 02922 Sodding. Use only block sodding; do not use spot sodding or sprigging.
- D. Provide hydromulch seeding in areas of commercial, industrial, or undeveloped land use over the surface of ground disturbed during construction and not paved, or not designated to be paved, in accordance with Section 02921 Hydromulch Seeding.
- E. Water and level newly sodded areas with adjoining turf using steel wheel rollers appropriate for sodding

PART 2 PRODUCTS - NOT USED PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01310 COORDINATION AND MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Section includes general coordination including Preconstruction Conference, Site Mobilization Conference, and Progress Meetings.

1.02 RELATED DOCUMENTS

A. Coordination is required throughout the documents. Refer to all the Contract Documents and coordinate, as necessary.

1.03 ENGINEER AND REPRESENTATIVES

A. The Engineer may act directly or through designated representatives and "Owner, Contractor, and Engineer", are as identified by name at the Preconstruction Conference.

1.04 CONTRACTOR COORDINATION

- A. Coordinate scheduling, submittals, and work of the various Technical Specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate completion and cleanup of the Work for Substantial Completion and for portions of the Work designated for Owner's partial occupancy.
- C. Coordinate access to Project Site for correction of nonconforming work to minimize disruption of Owner's activities where Owner is in partial occupancy.

1.05 PRECONSTRUCTION CONFERENCE

- A. Engineer will schedule a Preconstruction Conference.
- B. Attendance Required: Engineer's representatives, Consultants, Contractor, and major Subcontractors. Need to have at least one attendee present from each entity with decision making authority.
- C. Agenda:
 - 1. Distribution of Contract Documents.
 - 2. Designation of personnel representing the parties to the Contract, and the Consultant.
 - 3. Review of insurance.
 - 4. Discussion of formats proposed by the Contractor for Schedule of Values, and Construction Schedule.
 - 5. Procedures and processing of Shop Drawings and other submittals, substitutions, Applications for Payment, Requests for Information, Request for Proposal, Change Orders, and Contract Closeout.
 - 6. Scheduling of the Work and coordination with other contractors.
 - 7. Review of Subcontractors.
 - 8. Designation of the individual authorized to execute change documents and their responsibilities.

1.06 PROGRESS MEETINGS

- A. Progress Meetings shall be held at Project Site or other location as designated by the Engineer. Meeting shall be held in frequent intervals if directed by Engineer.
- B. Engineer or City's representative will decide for meetings and recording minutes.
- C. Engineer or City's representative will prepare the agenda and preside at meetings.
- D. Contractor shall provide required information and be prepared to discuss each agenda item.

E. Agenda:

- 1. Review minutes of previous meeting.
- 2. Review of Construction Schedule, Applications for Payment, payroll, and compliance submittals.
- 3. Field observations, problems, and decisions.
- 4. Identification of problems which impede planned progress.
- 5. Review of Submittal Schedule and status of submittals.
- 6. Review status of Requests for Information, Requests for Proposal.
- 7. Review status of Change Orders.
- 8. Review of off-site fabrication and delivery schedules.
- 9. Maintenance of updates to Construction Schedule.
- 10. Corrective measures to regain projected schedules.
- 11. Planned progress during succeeding work period.
- 12. Coordination of projected progress.
- 13. Maintenance of quality and work standards.
- 14. Effect of proposed changes on Construction Schedule and coordination.
- 15. Other items relating to the Work.

1.07 FACILITY STARTUP MEETINGS

- A. Attend and participate in facility startup meetings.
- B. Attendees will include:
 - 1. Contractor's representative with full authority to make decision on behalf of subcontractor.
 - 2. Subcontractors and equipment manufacturer's representatives whom Contractor deems to be directly involved in facility startup.
 - 3. Engineer's personnel.
 - 4. Owner staff
 - 5. Others as required by Contract Documents or as deemed necessary by the Contractor.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01350 SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section contains general lists of Submittals and Technical Specifications that may be required for the Work. When Submittals are required elsewhere in these Technical Specifications, refer to this Section for Submittal requirements and procedures.
- B. Submittal procedures for:
 - 1. Schedule of Values
 - 2. Construction Schedules
 - 3. Product Data, and Samples
 - 4. Operations and Maintenance Data
 - 5. Manufacturer's Certificates

1.02 SUBMITTAL PROCEDURES

- A. Scheduling and Handling
 - 1. Schedule Submittals well in advance of the need for material or equipment for construction. Allow time to make delivery of material or equipment after Submittal is approved.
 - 2. The Engineer's review of submittals covers conformity to the Drawings, Technical Specifications, and dimensions which affect the layout. The Contractor is responsible for quantity determination. The Contractor is responsible for any errors, omissions, or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Technical Specifications.
 - 3. Submit 5 copies of documents unless otherwise specified in this Section or by individual Technical Specifications.
 - 4. Revise and resubmit submittals as required. Identify all changes made since previous submittal.
 - 5. The Contractor shall assume the risk for material or equipment which is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the Work or included in Applications for Payment until approval has been obtained in the specified manner.
- B. Contractor's Certification
 - 1. Each submittal shall contain a statement or stamp signed by the Contractor, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance.

1.03 RELATED WORK

- A. Summary of Work
- B. Coordination & Meetings

1.04 SCHEDULE OF VALUES

- A. Submit a Schedule of Values at least 10 days prior to the first Application for Payment. A Schedule of Values shall be provided for each of the items indicated as Lump Sum (LS) in Bid Proposal for which the Contractor requests to receive Progress Payments.
- B. Schedule of Values shall be typewritten on 8-1/2" x 11", plain bond, white paper. Use the Table of Contents of this Project Manual as a format for listing costs of Work by Section.

- C. For Lump Sum equipment items, where Submittals for Testing, Adjusting, and Balancing Reports in conjunction with Operation and Maintenance Data are required, include a separate item for equipment Operation and Maintenance Data Submittals and a separate item for Submittals of equipment Testing, Adjusting, and Balancing Reports, each valued at five (5) percent of the Lump Sum.
- D. Revise the Schedule of Values and resubmit for items affected by contract modifications, Change Orders, and Work Change Directives. Submit revised Schedule of Values 10 days prior to the first Application for Payment after the changes are approved by the Engineer.

1.05 PRODUCT DATA AND SAMPLES

A. Product Data

- 1. Submit Product Data for review when required in individual Technical Specifications.
- 2. Contractor's Certification, as described in this Section, 1.02 "Submittal Procedures" shall be placed on each data item submitted.
- 3. Mark each copy to identify applicable products, models, options to be used in this Project. Supplement manufacturers' standard data to provide information unique to this Project, where required by the Technical Specification.
- 4. For products specified only by reference standard, submit manufacturer, trade name, model or catalog designation, and applicable reference standard.
- 5. For Approved Products, those designated in the Technical Specifications followed by the words "or approved equal", submit manufacturer, trade name, model or catalog designation, and applicable reference standard.
- 6. For products that are neither Pre-Approved, Approved, specified only by reference standard, nor proposed as alternates, submit product description, trade name, manufacturer, and supplier. Contractor shall provide additional information upon written request by Engineer or Owner.
- B. Samples
 - 1. Submit samples for review as required by the Technical Specification.
 - 2. Contractor's Certification, as described in this Section, 1.02 "Submittal Procedures", shall be placed on each sample or a firmly attached sheet of paper.
 - 3. Submit the number of samples specified in the Technical Specification; one of which will be retained by the Engineer.
 - 4. Reviewed samples which may be used in the Work are identified in the Technical Specifications.

1.06 OPERATIONS AND MAINTENANCE DATA

- A. When specified in Technical Specification, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, operation, adjusting, finishing, and maintenance.
- B. Contractor's Certification, as described in this Section. 1.02 "Submittal Procedures", shall be placed on front page of each document.
- C. Identify conflicts between manufacturers' instructions and Contract Documents.

1.07 MANUFACTURER'S CERTIFICATES

- A. When specified in Technical Specification, submit manufacturers' certificate of compliance for review by Engineer.
- B. Contractor's Certification, as described in this Section, 1.02 "Submittal Procedures", shall be placed on front page of the certificate.
- C. Submit supporting reference data, affidavits, and certifications as appropriate.
- D. Manufacturer's Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

PART 2 PRODUCTS - NOT USED PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01500 TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary facilities and the necessary controls for the Work including safety requirements, first aid equipment, fire protection, security measures, protection of the Work and property, disposal of trash, debris, and excavated material.
- B. Definitions:
 - 1. Surface Structures existing buildings, structures and other constructed installations above the ground surface. Included with such structures are their foundations or any extension below the surface. Surface structures include, but are not limited to buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks, guard cables, fencing, and other facilities that are visible above the ground surface.

1.02 MEASUREMENT AND PAYMENT

A. Unless indicated as a Bid Item, no separate payment will be made for Work performed under this Section. Include cost in Bid Items for which this Work is a component part.

1.03 RELATED WORK

- A. Summary of Work
- B. Submittals

1.04 SUBMITTALS

A. Make Submittals required by this Section under the provisions of Section 01350 – Submittals.

1.05 REFERENCE STANDARDS

- A. Occupational Safety and Health Administration (OSHA)
- B. National Fire Protection Association (NFPA)
- C. Code of Ordinances, City of Prairie View, Texas

1.06 CONTRACTOR'S RESPONSIBILITY

- A. The facilities and controls specified in this Section are considered minimum for the Work. The Contractor may provide additional facilities and controls for the proper execution of the Work and to meet Contractor's responsibilities for protection of persons and property.
- B. Comply with applicable requirements specified in other Technical Specifications.
- C. Maintain and operate temporary facilities and systems to assure continuous service.
- D. Modify and extend systems as Work progress requires.
- E. Completely remove temporary materials and equipment when their use is no longer required.
- F. Restore existing facilities used for temporary services to specify or to original condition.

1.07 SAFETY REQUIREMENTS

- A. Conduct operations in strict accord with applicable federal, state, and local safety codes and statutes and with good construction practice. The Contractor is fully responsible and obligated to establish and maintain procedures for safety of all work, personnel and equipment involved in the Work.
- B. Observe and comply with Texas Occupational Safety Act (Art. 5182a, V.C.S.) and with all safety and health standards promulgated by Secretary of Labor under Section 107 of Contract Work Hours and Standards Act, published in OSHA Standards 29 CFR, Part 1926, and adopted by Secretary

of Labor under the Williams-Steiger Occupational Safety and Health Act of 1970, and to any other legislation enacted for safety and health of Contractor employees. Such safety and health standards apply to subcontractors and their employees as well as to the Contractor and its employees.

- C. Observance of and compliance with the regulations shall be solely and without qualification the responsibility of the Contractor without reliance or superintendence of or direction by the Engineer or the Engineer's representative. Immediately advise the Engineer of investigation or inspection by Federal Safety and Health inspectors of the Contractor or subcontractor's work or place of work on the Project Site under this Contract, and after such investigation or inspection, advise the Engineer of the results. Submit one copy of accident reports to Engineer within ten (10) days of occurrence.
- D. Safety measures, including but not limited to safety personnel, first-aid equipment, ventilating equipment, and safety equipment, in the Plans and Technical Specifications are obligations of the Contractor.
- E. Maintain required coordination with the local Police and Fire Departments during the entire period covered by the Contract.

1.08 FIRST AID EQUIPMENT

- A. Provide a first aid kit throughout the construction period. List telephone numbers for physicians, hospitals, and ambulance services in each first aid kit.
- B. Have at least one person thoroughly trained in first aid procedures present on the Project Site whenever work is in progress.

1.09 FIRE PROTECTION

- A. Fire Protection Standards
 - 1. Conform to specified fire protection and prevention requirements as well as those that may be established by Federal, State, or local governmental agencies.
- B. Comply with all applicable provisions of NFPA Standard No. 241, Safeguarding Building Construction and Demolition Operations.
 - 1. Provide portable fire extinguishers, rated not less than 2A or 5B in accordance with NFPA Standard No. 10, Portable Fire Extinguishers, for each temporary building, and for every 3000 square feet of floor area of facilities under construction.
 - 2. Locate portable fire extinguishers within 50 feet maximum from any point on the Project Site.
- C. Fire Prevention and Safety Measures
 - 1. Prohibit smoking in hazardous areas. Post suitable warning signs in areas that are continuously or intermittently hazardous.
 - 2. Use metal safety containers for storage and handling of flammable and combustible liquids.
 - 3. Do not store flammable or combustible liquids in or near stairways or exits.
 - 4. Maintain clear exits from all points within a structure.

1.10 SECURITY MEASURES

- A. Protect all materials, equipment, and property associated with the Work from loss, theft, damage, and vandalism. Contractor's duty to protect property includes Owner's property.
- B. If existing fencing or barriers are breached or removed for purposes of construction, provide, and maintain temporary security fencing equal to existing as approved by Owner's Representative.

1.11 PROTECTION OF PUBLIC UTILITIES

A. Prevent damage to existing public utilities during construction. These utilities are shown on the Plans at their approximate locations. Give owners of these utilities at least 48 hours' notice before commencing Work in the area, for locating the utilities during construction, and for adjusting or relocation of the utilities when they conflict with the proposed Work.

1.12 PROTECTION OF THE WORK

- A. Provide protection of installed products to prevent damage from subsequent operations.
- B. Remove protection facilities when no longer needed, prior to completion of the Work.
- C. Control traffic to prevent damage to equipment, materials, and surfaces.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01562 WASTE MATERIAL DISPOSAL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Disposal of waste material and salvageable material.

1.02 MEASUREMENT AND PAYMENT

A. Unless indicated as a Bid Item, no separate payment will be made for Work performed under this Section. Include cost in Bid Items for which this Work is a component.

1.03 SUBMITTALS

- A. Make Submittals required by this Section under the provisions of Section 01350 Submittals.
- B. Obtain and submit applicable permits for proposed disposal sites, if required by local ordinances.
- C. Submittal Waste Material Disposal Plan. Describe waste materials expected to be stored onsite and a description of controls to reduce Pollutants from these materials, including storage practices to minimize exposure of materials to storm water, and spill prevention and response measures in the Contractor's Safety Manual
- D. Submit a copy of written permission from property owners, along with a description of the property, prior to disposal of excess material adjacent to the Project Site. Submit a written and signed release from property owner upon completion of disposal work.

1.04 WASTE MATERIAL DISPOSAL PLAN

- A. Contractor shall formulate and implement a plan for the collection and disposal of waste materials on the Project Site which includes the following information:
 - 1. Schedule for collection and inspection.
 - 2. Location of trash and waste receptacles.
 - 3. Provisions for liquid waste and potential water pollutants material.
 - 4. The plan shall comply with applicable federal, state, and local health and safety regulations.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 EXCESS MATERIAL, WASTE, AND EQUIPMENT

- A. Vegetation, rubble, broken concrete, debris, asphaltic concrete pavement, excess soil, and other materials not designated for salvage, shall become the property of Contractor, and shall be removed from the Project Site and legally disposed of.
- B. Dispose of removed equipment, materials, waste, and debris in a manner conforming to applicable laws and regulations.
- C. Excess soil may be deposited on private property adjacent to the Project Site when written permission is obtained from property owner under the provisions of this Section, 1.04D.
- D. Verify the flood plain status of any proposed disposal site. Do not dispose of excavated materials in an area designated as within the 100-year Flood Hazard Area.
- E. Waste materials shall be removed from the site daily, such that the site is maintained in a neat and orderly condition.
- F. No materials shall be disposed in a manner to damage the Owner in any way.

END OF SECTION

SECTION 01720 FIELD SURVEYING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Requirements for surveyors and surveys.
- B. Procedures pertaining to survey control points and reference points.

1.02 MEASUREMENT AND PAYMENT

A. Unless indicated as a Bid Item, no separate payment will be made for Work performed under this Section. Include cost in Bid Items for which this Work is a component.

1.03 RELATED WORK

A. Submittals & Record Documents

1.04 QUALITY CONTROL

A. Confirm to State of Texas laws for surveys requiring licensed surveyors. Employ a land surveyor acceptable to Engineer and licensed in the State of Texas.

1.05 SUBMITTALS

- A. Make Submittals required by this Section under the provisions of Section 01350 Submittals.
- B. Submit to Engineer the name, address, and telephone number of Surveyor before starting survey work.
- C. Submit documentation verifying accuracy of survey work on request.
- D. Submit benchmark data confirmation control plan sheets and diagrams.

1.06 PROJECT RECORD DOCUMENTS

- A. Maintain a complete and accurate log of control and survey work as it progresses.
- B. Prepare a certified survey setting forth dimensions, locations, angles, and elevations of construction and site work upon completion of foundation walls and major site improvements.

1.07 EXAMINATION

- A. Verify locations of survey control points prior to starting Work.
- B. Notify Engineer immediately of any discrepancies discovered.

1.08 SURVEY REFERENCE POINTS

- A. Control datum for survey is that established by Owner-provided survey and indicated on the Drawings.
- B. Locate and protect survey control points, including property corners, prior to starting site work. Use caution to preserve permanent reference points during construction.
- C. The Contractor shall not reset; nor cause to be reset, lost, disturbed, or damaged; control points. Promptly notify Engineer of disturbance or damage to any control point(s).
- D. Notify Engineer 48 hours in advance of need for relocation of reference points due to changes in grades or other reasons.
- E. Report promptly to Engineer the loss or destruction of any reference point.
- F. Any re-staking of control points lost, disturbed, or damaged by Contractor's operations will be provided by Owner at Contractor's expense.
- G. Employ a Registered Public Land Surveyor to reset any missing, disturbed, or damaged monumentation.

1.09 SURVEY REQUIREMENTS

- A. Utilize recognized engineering survey practices.
- B. Establish a minimum of two permanent benchmarks on Project Site, referenced to established control points. Record locations, with horizontal and vertical data, on Project Record Documents.
- C. Establish and record in survey notes elevations, lines, and levels to provide quantities required for Measurement and Payment and to provide appropriate controls for the Work. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading; fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

DIVISION 02 – SITE WORK

SECTION 02200 SITE PREPARATION

PART 1: GENERAL

1.01 SECTION INCLUDES

- A. Removal of topsoil, stripping and stockpiling, clearing, and grubbing.
- B. Removal and disposal of waste materials, excess materials, debris, and trash.
- C. Removal of obstructions.
- D. Excavation of soil for connecting water and sewer lines from temporary facilities to the main lines at the City Hall.
- E. Topsoil, Sodding or Hydromulch Seeding if required

1.02 MEASUREMENT AND PAYMENT

A. Unless indicated as a Bid Item, no separate payment will be made for Work performed under this Section. Include cost in Bid Items for which this Work is a component.

1.03 RELATED WORK

- A. A Contractor's Use of Premises
- B. Submittals
- C. Topsoil, Sodding, Hydromulch Seeding

1.04 SUBMITTALS

A. Make Submittals required by this Section under the provisions of Section 01350 - Submittals.

1.05 REFERENCE STANDARDS

- A. American Society for Testing and Materials (ASTM)
 - 1. ASTM D 4318, "Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils".

1.06 PROTECTION OF PEOPLE AND PROPERTY

A. Contractor shall conduct all construction operations under this Contract in conformance with the practices described in Section 01500 - Temporary Facilities and Controls.

PART 2: PRODUCTS

2.01 MATERIALS

A. Contractor shall provide materials used for performing the above described tasks in "1.01" of this section and make sure all the works are done in timely and safety manner. All the provided materials are listed if required to bill and submit to the owner according to the section 01350 Submittals.

PART 3: EXECUTION

3.01 CLEARING AND GRUBBING

- A. Clear Project Site of trees, shrubs, and other vegetation, except for those designated by Owner to be left standing.
- B. Use only hand methods for grubbing inside drip line of trees designated to remain.
- C. Completely remove stumps, roots, and other debris protruding through ground surface.
 - 1. On areas required for roadway, channel, or structural excavation, remove stumps, 2" diameter or larger limbs and roots, to depth of 2 feet below lower elevation of excavation.

- 2. On areas required for embankment construction, remove 2" diameter limbs, stumps, and roots to depth of 2 feet below ground surface
- 3. Trees and stumps may be cut off as close to natural ground as practicable on areas which are to be covered by at least 3 feet of embankment
- D. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding 6 inches loose depth, and thoroughly compact to density equal to adjacent original ground.
- E. Complete operations by bulldozing, blading, and grading so that prepared area is free of holes, unplanned ditches, abrupt changes in elevations and irregular contours, and preserve drainage of area.
 - 1. Blade entire area to prevent ponding of water and to provide drainage, except in areas to be immediately excavated

3.02 TOPSOIL STRIPPING AND STOCKPILING

- A. Obtain approval of topsoil quality before excavating and stockpiling.
- B. Excavate topsoil for esplanades and areas to receive grass or landscaping from areas to be further excavated.
- C. Topsoil Stripping:
 - a. Remove growths of grass from areas before stripping.
 - b. Topsoil is defined as surface soil found of depth of not less than 4 inches.
 - c. Strip topsoil to depths encountered.
 - d. Perform stripping in a manner to prevent intermingling of topsoil with underlying sterile subsoil and remove objectionable materials, including clay lumps, stones over 2 inches in diameter, weeds, roots, leaves, and debris.
 - e. Where trees are designated by Owner to be left standing, stop topsoil stripping at extreme limits of tree drip line to prevent damage to main root system.
- D. Topsoil Stockpiling:
 - a. Stockpile in areas designated on Drawings.
 - b. Construct storage piles to freely drain surface water.
 - c. Cover storage piles, if required to prevent wind-blown dust.
 - d. Stockpile topsoil to depth not exceeding 8 feet. Stockpile in a manner to prevent erosion.

3.03 UNSUITABLE MATERIAL

- A. Undercut, remove, and replace material which Engineer designates as unsuitable for subsequent construction.
- B. Material used to replace unsuitable material shall be suitable material from site excavation or as indicated on the Drawings.

3.04 EXCAVATION AND FILL

- A. Construction surveying shall be performed by qualified personnel under the direction of the Contractor. Contractor shall be responsible for the accuracy and correctness of this work. If the work consists of significant alteration of the topographic features of natural grade, Contractor shall perform enough topographic survey to substantiate existing preconstruction elevations. No claim shall be made for additional excavation or grade adjustment more than quantities contained in the contract documents without demonstrable evidence that such conditions existed prior to start of the work
- B. Depressed site areas shall be filled using material from high areas, insofar as practicable.
- C. When fill obtained from high areas is exhausted, fill to indicated rough grade elevations under roadways with "Structural Fill" and open areas not under structures or roadways with "General Fill", or as indicated on the Drawings.

- D. Survey and identify the main water distribution and sewer lines and submit the plans for connecting to these lines from the temporary building utility connections.
- E. Make a clear path for connecting the utilities for the main lines without damaging the current public utility lines.
- F. Using PVC pipes for connecting the utilities and place them 2-3 feet under the soil and make sure to fill properly and in safe manner.

3.05 CLEAN-UP AND RESTORATION

A. Perform clean-up and restoration in and around construction zone in accordance with Section Contractor's Use of Premises.

SECTION 02910 TOPSOIL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Furnishing and placing topsoil for finish grading and for seeding, sodding, and planting.

1.02 MEASUREMENT AND PAYMENT

A. Unless indicated as a Bid Item, no separate payment will be made for topsoil under this Section. Include cost in Bid Items for which topsoil is a component.

1.03 RELATED WORK

- A. Contractor's Use of Premises
- B. Submittals
- C. Site Preparation

1.04 SUBMITTALS

- A. Make Submittals required by this Section under the provisions of Section 01350 Submittals.
- B. Submit product quality, material sources, and field quality information in accordance with this Section.

1.05 PROTECTION OF PEOPLE AND PROPERTY

A. Contractor shall conduct all construction operations under this Contract in conformance with the practices described in Section 01500 – Temporary Facilities and Controls.

PART 2 PRODUCTS

2.01 TOPSOIL

- A. Topsoil shall be fertile, friable, natural sandy loam surface soil obtained from excavation or borrow operations having the following characteristics:
 - 1. pH value of between 5.5 and 6.5.
 - 2. Liquid limit: topsoil does not exceed 50
 - 3. Plasticity index: 10 or less.
 - 4. Gradation: maximum of 40 percent with a passing the #280 sieve.
- B. Topsoil shall be reasonably free of subsoil, clay lumps, weeds, non-soil materials and other litter or contamination. Topsoil shall not contain roots, stumps, and stones larger than 2 inches.
- C. Obtain topsoil from the top material from naturally well drained areas where topsoil occurs at a minimum depth of 4 inches and has similar characteristics to that found at the placement site. Do not obtain topsoil from areas infected with a growth of, or reproductive parts of nut grass or other noxious weeds.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that excavation and embankment operations have been completed to correct lines and grades.

3.02 TOPSOIL STRIPPING AND SOTCKPILING

A. Conform to topsoil stripping and stockpiling requirements of Section 02200 – Site Preparation.

3.03 PLACEMENT

- A. For areas to be seeded or sodded, scarify, or plow existing surface material to a minimum depth of 4 inches, or as indicated on the Drawings. Remove any vegetation and foreign inorganic material. Place 4 inches of topsoil on the loosened material and roll lightly with an appropriate lawn roller to consolidate the topsoil.
- B. For areas to receive bushes or trees, excavate existing material and place topsoil to the depth and dimensions shown on the Drawings.
- C. Remove spilled topsoil from curbs, gutters, and paved areas and dispose of excess topsoil is accordance with requirements of Section 01140 Contractor's Use of Premises.

3.04 PROTECTION OF THE WORK

- A. Protect and maintain topsoil until a vegetative cover is established.
- B. Repair areas damaged by Contractor's operations at no cost to Owner.

SECTION 02921 HYDROMULCH SEEDING

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Seeding, fertilizing, mulching, and maintaining areas of commercial, industrial, or undeveloped land disturbed during construction and not paved or designated to be paved, or as indicated on the Drawings.

1.02 MEASUREMEN AND PAYMENT

- A. Payment for hydromulch seeding shall include all labor, materials, equipment, and preparation necessary for application and maintenance.
- B. No payment shall be made for hydromulch seeding used in restoration of areas disturbed by Contractor outside the limits of construction.

1.03 RELATED WORK

- A. Contractor's Use of Premises
- B. Submittals

1.04 SUBMITTALS

- A. Make Submittals required by this Section under the provisions of Section 01350 Submittals.
- B. Submit certification from supplier that each type of seed conforms to these specification requirements and the requirements of the Texas Seed Law. Certification shall accompany seed delivery.
- C. Submit a certificate stating that fertilizer complies with these specification requirements and the requirements of the Texas Fertilizer Law.

1.05 PROTECTION OF PEOPLE AND PROPERTY

A. Contractor shall conduct all construction operations under this Contract in conformance with the practices described in Section 01500 – Temporary Facilities and Controls.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Seed: Conform to U.S. Department of Agriculture rules and regulations of the Federal Seed Act and the Texas Seed Law. Seed shall be certified 90 percent pure and furnish 80 percent germination and meet the following requirements:
 - 1. Rye: Fresh, clean, Italian rye grass seed (lollium multi-florum), mixed in labeled Proportions. As tested, minimum percentages of impurities and germination must be labeled. Deliver in original unopened containers.
 - 2. Bermuda: Extra-fancy, treated, lawn type common bermuda (Cynodon dactylon). Deliver in original, unopened container showing weight, analysis, name of vender, and germination test results.
 - 3. Wet, moldy, or otherwise damaged seed will not be accepted.
- B. Fertilizer: Dry and free flowing, inorganic, water soluble commercial fertilizer, which is uniform in composition. Deliver in unopened containers which bear the manufacturers guaranteed

analysis. Caked, damaged, or otherwise unsuitable fertilizer will not be accepted. Fertilizer shall contain minimum percentages of the following elements:

1 0	8
Nitrogen:	10 Percent
Phosphoric Acid:	20 Percent
Potash:	10 Percent

- C. Mulch: Virgin wood cellulose fibers from whole wood chips having a minimum of 20 percent fibers 0.42 inches (10.7 mm) in length and 0.01 inches (0.27 mm) in diameter. Mulch shall be dyed green for coverage verification purposes.
- D. Soil Stabilizer: "Terra Tack" 1 or approved equal.
- C. Weed control agent: Pre-emergent herbicide for grass areas, "Benefin" or approved equal.

PART 3 - EXECUTION

3.01 MATERIALS

- A. Do not start or perform work under conditions that are not satisfactory to perform tasks due to inclement or impending inclement weather.
- B. After the areas to receive hydromulch seeding have been brought to grade, rake out any foreign organic or inorganic material, including stones, hard clay lumps, and other debris.
- C. Level with Bank Sand or Topsoil, as approved by the Engineer.
- D. Loosen the subgrade by dicing or by scarifying to a depth of at least 4 inches.
- E. Place and compact a layer of topsoil.
- F. Surface of topsoil shall be smooth and free of weeds, rocks, and other foreign material; to the satisfaction of the Engineer, immediately before applying hydromulch seeding.

3.02 APPLICATION

A. Seed: Apply uniformly at the following rates for type of seed and planting date:

Туре	Application Rate Pounds/A	Planning Date	
Hulled Common Bermuda Grass 98/88	40	Jan 1 to Mar 31	
Unhulled Common Bermuda Grass 98/88	40		
Hulled Common Bermuda Grass 98/88	40	Apr 1 Sep 30	
Hulled Common Bermuda Grass 98/88	40		
Unhulled Common Bermuda Grass 98/88	40	Oct 1 to Dec 31	
Annual Rye Grass (Gulf)	30		

- B. Fertilizer: Apply uniformly at a rate of 500 pounds per acre.
- C. Mulch: Apply uniformly at a rate of 50 pounds per 1000 square feet.
- D. Soil stabilizer: Apply uniformly at a rate of 40 pounds per acre.
- E. Weed control agent: Apply at Manufacturer's recommended rate prior to Hydromulching.
- F. Suspend all operations under conditions of drought, excessive moisture, high winds, or extreme or prolonged cold. Obtain the Engineer's approval before resuming operations.

3.03 MAINTENANCE

- A. Maintain grassed areas by watering, fertilizing, weeding, and trimming as required to establish and sustain 70% acceptable vegetative cover.
- B. For areas seeded in the fall, continue maintenance the following spring until an acceptable lawn is established.

3.04 CLEAN-UP AND RESTORATION

A. Perform clean-up and restoration in and around construction zone in accordance with Section 01350 – Contractor's Use of Premises.

3.05 PROTECTION OF THE WORK

- A. Protect and maintain grassed areas a minimum of 90 days, or as required to establish an acceptable lawn.
- B. Once a lawn is established, protect and maintain it until completion of the Work.
- C. Replace seeded areas damaged by Contractor's operations at no cost to Own.

SECTION 02922 SODDING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Restoration of existing lawn areas disturbed by construction shall be by installation of new sod.
- B. Sod is defined as blocks, squares, strips of turf grass, and adhering soil used for vegetative planting. To be placed edge to edge for complete coverage.
- C. Lawn is defined as ground covered with fine textured grass kept neatly mowed.
- 1.02 SUBMITTALS
 - A. Conform to requirements of Section 01350- Submittal Procedures.

1.03 QUALITY ASSURANCE

- A. Sod only when weather and soil conditions are deemed by City Engineer to be suitable for proper placement.
- B. Water and fertilize new sod.
- C. Guarantee sod to be growing 30 days after substantial completion.
- D. Maintenance Period:
 - 1. Begin maintenance immediately after each section of grass sod is installed and continue for 30-day period from date of substantial completion.
 - 2. Resod unacceptable areas.
 - 3. Water, fertilize, control disease and insect pests, mow, edge, replace unacceptable materials, and perform other procedures consistent with good horticultural practice to ensure normal, vigorous, and healthy growth. Install disease control within guidelines set forth by Structural Pest Control Board of the State of Texas.
- D. Notify City Engineer 10 days before end of maintenance period for inspection.

PART 2 - PRODUCTS

2.01 SOD

- A. Species: Bermuda (Cynodon Dactylon), Buffalo (Buchloe Dactyloides), or St. Augustine (Stenotaphrum Secundatum) Gulf Coast variety to match existing sod.
- B. Contents: 95 percent permanent grass suitable to climate in which it is to be placed; not more than 5 percent weeds and undesirable grasses; good texture, free from obnoxious grasses, roots, stones, and foreign materials.
- C. Sod is to be supplied and maintained in healthy condition as evidenced by grass being normal green color.

2.02 FERTILIZER

A. Available nutrient percentage by weight: 12 percent nitrogen, 4 percent phosphoric acid, and 8 percent potash; or 15 percent nitrogen, 5 percent phosphoric acid, and 10 percent potash.

2.03 WEED AND INSACE TREATMENT

A. Provide acceptable treatment to protect sod from weed and insect infestation. Submit treatment method to City Engineer for approval. Install insect and disease control within guidelines set forth by Structural Pest Control Board of the State of Texas.

2.04 BANK SAND

A. Free of clay lumps, roots, grass, salt, or other foreign material.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Verify that soil placement and compaction have been satisfactorily completed. Verify that soil is within allowable range of moisture content.
- B. Topsoil shall be free of weeds and foreign material immediately before sodding.
- C. Do not start work until conditions are satisfactory. Do not start work during inclement or impending inclement weather.
- D. Rake areas to be sodded smooth, free from unsightly variations, bumps, ridges, or depressions.
- E. Spread 2-inch layer of bank sand over areas to be sodded prior to planting of sod.
- F. Apply fertilizer at rate of 25 pounds per 1000 square feet. Apply after raking soil surface and not more than 48 hours prior to laying sod. Mix thoroughly into upper 2 inches of soil. Lightly water to aid in dissipation of fertilizer.

3.02 APPLICATION

- A. Full Sodding: Lay sod with closely fitted joints leaving no voids and with ends of sod strips staggered. Lay sod within 24 hours of harvesting.
- B. After sod is laid, irrigate thoroughly to secure 6-inch minimum penetration into soil below sod.
- C. Tamp and roll sod with approved equipment to eliminate minor irregularities and to form close contact with soil bed immediately after planting and watering. Submit type of tamping and rolling equipment to be used to City Engineer for approval, prior to construction.

3.03 MAINTENANCE

- A. Watering:
 - 1. Water lawn areas once a day with minimum 2-inch water for first 3 weeks after area is sodded.
 - 2. After 3-week period, water twice a week with 1 inch of water each time unless comparable amount has been provided by rain.
 - 3. Make weekly inspections to determine moisture content of soil unless soil is in frozen condition.
 - 4. Water in afternoon or at night to enable soil to absorb maximum amount of water with minimum evaporation.
- B. Mowing:
 - 1. Mow sod at intervals, which will keep grass height from exceeding 32 inches.
 - 2. Set mower blades at 22 inches.
 - 3. Do not remove more than one-half of grass leaf surface.
 - 4. Mow sodded areas requiring mowing within 1 month after installation with lightweight rotary type mower. Mow sod only when dry and not in saturated or soft condition.
 - 5. Remove grass clippings during or immediately after mowing.
- C. Fertilizer and Pest Control:
 - 1. Evenly spread fertilizer composite at rate of 40 pounds per 5000 square feet or as recommended by manufacturer. Do not place fertilizer until 2 weeks after placement of sod.
 - 2. Restore bare or thin areas by topdressing with mix of 50 percent sharp sand and 50 percent sphagnum peat moss.
 - 3. Apply mixture 3 to 2 inch thick.
 - 4. Treat areas of heavy weed and insect infestation as recommended by treatment manufacturer.
- D. Restrict all traffic from sodded areas until sod is established or for minimum 10 days during growing season. Use wood lath and plastic tape to cordon sodded areas. Maintain tape and lath throughout for minimum 30 days during growing season.

3.04 CLEANUP

- A. During course of planting, remove excess and waste materials; keep lawn areas clean and take precautions to avoid damage to existing structures, plants, grass, and streets.
- B. Remove barriers, signs, and other Contractor material and equipment from project site at termination of establishment period.
- C. Dispose of unused materials and rubbish in accordance with Section 01562 Waste Material Disposal.
- D.

DIVISION 13 – SPECIAL CONSTRUCTION

SECTION 13121 PREFABRICATED METAL BUILDINGS AND STRUCTURES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment, and incidentals required to design, fabricate, deliver, and install the pre-engineered metal buildings and structures complete as shown and specified on the Drawings and as specified herein.
- B. This Section is written as a "Performance Specification". It is not the intent of this Section to specify all details of design, fabrication, construction, and operation. The Contractor shall have the ultimate responsibility for engineering, design, workmanship, materials, construction, installation, satisfactory testing, and operational performance for all of the items and accessories under this and related Technical Specifications and Drawings including design. All required equipment and incidentals shall be furnished, whether specified herein or not, to produce a fully operational facility. The Engineer's approval of manufacturer's design and other submittals shall not relieve the Contractor of the above responsibilities. It is the intent of this Section that the system consists of a combination of standard units with refinements as required.
- C. The pre-engineered metal buildings and structures shall be furnished and installed complete with all structural steel frame members, bracing, purlins, girts, eave struts, supplementary framing, roof and wall panels, interior walls and finishes, building insulation, trim, gutters, downspouts, flashing, louvers, finish hardware, cutouts, caulking, sealants, and all accessories herein specified as required for a complete and functional building structure, ready for HVAC, process, and other installations and uses.
- D. The Contractor shall be responsible for obtaining the necessary building inspections and permits as required by the City of Prairie View, TX and any other local authorities.
- E. Building and structure components including primary, secondary, and bracing members and member connectors shall be hot-dip-galvanized unless noted on the Drawings.
- F. Where the pre-engineered metal building manufacturer cannot provide the surface preparation and galvanizing as specified herein, the structural steel shall be shipped to a galvanizing plant for galvanizing as specified.
- G. All pre-engineered metal buildings and structures shall be designed and supplied by one manufacturer.

1.02 MEASUREMENT AND PAYMENT

A. No separate payment will be made for work performed under this Section. Include the cost for this work in the Lump Sum Base Bid Item.

1.03 RELATED WORK

- A. Two 64 feet X 24 feet (dimensions can vary according to the plans) Temporary Building Construction or Installation according to the designed plans provided.
- B. Install all the supports and anchors required to stand the temporary building.
- C. Providing the utility and electrical to the buildings along with the HVAC equipment.

1.04 SUBMITTALS

A. Submit, in accordance with Section 01350, shop drawings and the manufacturer's specifications for the pre-engineered metal buildings showing full details for the construction of each pre-engineered building. Submit details and catalog information for all components, accessories, and fasteners, including for removable elements. The building manufacturer shall submit a letter of confirmation

that this Section has been reviewed and that the manufacturer can provide a building conforming to the specified requirements

- B. Records shall be submitted as follows:
 - 1. Design calculations along with an original and three copies of a completed P.E. Certification Form, signed and sealed by a professional engineer registered in the State of Texas. The P.E. Certification Form is included in Section 01350 Submittals.
 - 2. One set of reproducible erection and design Drawings for each pre-engineered metal building, sealed by the registered professional engineer.
 - 3. Record Documents: Record actual locations of concealed components and utilities.
- C. Submit certification of welder qualifications, if requested by the Engineer.

1.05 QUALITY ASSURANCE

- A. All building components shall be provided by a single building manufacturer continuously engaged in providing similar structures for the last five years.
- B. Perform work in accordance with AISC Quality Certification Program Category MB MBMA Metal Building Systems Manual. Maintain one copy on site.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum five years' documented experience.
- D. Erector Qualifications: Company specializing in performing the work of this section with minimum five years' documented experience and approved by manufacturer.
- E. Design structural components develop shop drawings and perform shop and site work under direct supervision of a professional structural engineer registered in the State of Texas experienced in design of this work.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle prefabricated components, sheets, panels, doors, and other manufactured items so they will not be damaged or deformed. Stack materials on platforms or pallets and cover with a weather-tight ventilated covering to keep the materials off the ground and away from moisture. Do not store materials in contact with other materials that will cause staining.
- B. Deliver caulking and sealing compounds to the job in unbroken, sealed containers bearing the manufacturer's mixing directions. Store materials in sealed containers in a dry protected area above the ground or floor. Materials shall be stored above 40 degrees F.

1.07 WARRANTY

- A. The metal panel coating system shall be warranted not to blister, peel, crack, chip, or experience material rust through for a period building are on site.
- B. The metal building system shall be warranted not to leak water caused by ordinary wear and tear by the elements for a period building are on site after final acceptance of the Work.

PART 2 PRODUCTS

2.01GENERAL

- A. All components and parts shall be clearly marked with erection markings, as shown on the erection Drawings.
- B. Field modification of parts shall only be done with the prior written approval of the responsible professional engineer for the building system.
- C. All the rooms and sections to be installed according to the size and designs provided. Utility and Electricity connections to be provided according to the requirements provided.

D. All the load calculations and load design documents should be submitted according to the section 01350 Submittals.

PART 3 EXECUTION

3.01 GENERAL

A. Building erection shall conform to the AISC Code of Standard Practice, the approved erection Drawings, and the Building Manufacturer's installation instructions.

3.02 PREPERATION

- A. The Contractor shall be responsible for final coordination of the Contract Documents with the information provided by the building manufacturer including, but not limited, to the following:
 - 1. Review of the required building erection sequence and scheduling of work by other trades.

3.03 ERECTION

- A. The Contractor is responsible for ensuring that all safety procedures for the erection of the building are strictly enforced and that any required ties, stays, and temporary supports are positioned as necessary to keep the structure stable and secure at all times.
- B. Properly seal all wall penetrations, such as pipe penetrations as shown on the Drawings, for weathertightness.
- C. Throughout erection, remove rubbish, debris, and waste material.
- D. Provide all necessary repair and touch up work required because of damage to building components due to required cut-outs, penetrations, or by mishandling prior to and during erection.

3.04 UTILITY AND ELECTRICITY CONNECTION

- A. All the plans and designs of utility connections should be given to the engineer and get approved before starting to install the pipe and sewer connections.
- B. All the water distribution and sewer connections to the temporary buildings should be laid and connected to the main line with the PVC pipes (3/4" water pipe and 3" sewer pipelines) and joints before erecting the structure according to the International Plumbing Code, 2015 edition.
- C. The connection and joints should be tested for leaks and sealants should be applied at the points that are needed along the water and sewer lines. All the sewer and utility lines should be covered below the ground without causing any disturbance or leakage.
- D. All the electricity plans provided inside the structure should be submitted to engineer according to the section 01350 Submittals and get approved before installing all the wiring and connections including the HVAC Equipment.
- E. All the safety procedures should be followed including the fire safety according to the National Electric Code (NFPA 70) and Fire Code (NFPA 1).

3.05 MOVING OF FURNITURE

- A. All the furniture required to be placed in temporary building should be moved safely from the city hall.
- B. The small appliance and things required like files, lamps, etc. should be packed in boxes and move to the new temporary buildings according to the direction given at the site.
- C. All The furniture and things should be moved back to the City Hall before removing the temporary buildings safely as specified above in this section.

DIVISION 32 – EXTERIOR IMPROVEMENTS

SECTION 321540 CRUSHED STONE SURFACING

PART 1 GENERAL

1.01 SUMMARY

A. Crushed Stone pavement should be provided to access the building and a walkway between the different temporary buildings and the parking area.

1.02 SECTION INCLUDE

A. Crushed Stone Paving course, Compacted.

1.03 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T 27 Sieve Analysis of Fine and Coarse Aggregates.

PART 2 PRODUCTS

2.01 MATERIALS

A. Coarse Stone: Angular, Crushed, washed natural stone; free of shale, clay, friable materials, and debris; graded in accordance with AASHTO T 27 within the following limits:

Sieve Size	Percent Passing
2 inches (50 mm)	100
1 inch (25 mm)	95
3/4-inch (20 mm)	95 to 100
5/8 inch (16 mm)	75 to 100
3/8-inch (10 mm)	55 to 85
No. 4	35 to 60
No. 16	15 to 35
No. 40	10 to 25
No. 200	5 to 10

B. Sand: Natural river or bank sand; washed, free of silt, clay, loam, friable or soluble materials, and organic matter.

PART 3 EXECUTION

3.01 INSPECTION

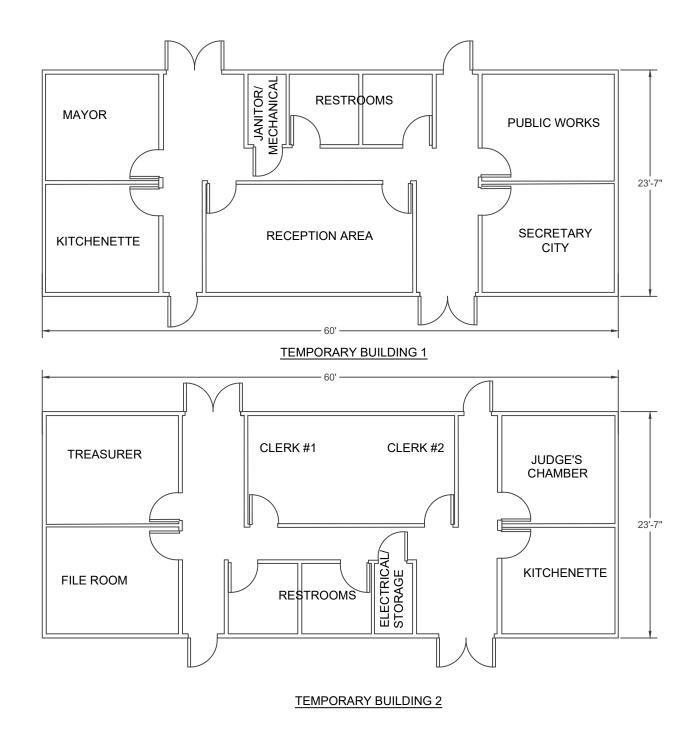
- A. The contractor is responsible to verify the compacted subgrade, granular base, stabilized soil is dry and ready to take work of this section. The gradients and elevations of base should also be verified.
- B. The existing or corrected conditions should be accepted by engineer before paving.

3.02 PLACING STONE PAVING

- A. Spread stone material over prepared base to a total compacted required thickness to safely walk on the pavement.
- B. Place stone in different layers and compact.
- C. Level surfaces to elevations and gradients indicated.
- D. Add small quantities of sand to stone mix as appropriate to assist compaction.
- E. Compact placed stone materials to achieve required dry density.
- F. Add water to assist compaction. With an excess water condition, rework topping and aerate to reduce moisture content.
- G. Perform hand tamping in areas inaccessible to compaction equipment.



ALPHABETIC DAMAGED A			OR
Engineer:			
Trilogy Engi 650 N. Sam			
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Suite 300 Houston, TX Tel: 877-463 Fax: 601-510 www.trilogy	77060 -1699)-7832	-	
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Notes:			
ALPHABETICAL NOTATION FOR DAMAGED ASSESSMENTS			
Feet			
GRAPHICAL SCALE 1" = 10'			
Engineer:			
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Revision/Issue Date			
Project :			
PRAIRIE VIEW CITY HALL			
Location: Client: County: WALLER City Secretary			
State: TEXAS City of Prairie View 44500 US-290 BUS			
Prairie View, TX 77445			
TEMPORARY BUILDING FLOOR PLANS			
TEMPORARY BUILDING FLOOR PLANS			
Scale: 1" = 10" Q/A: Dsgn: SG Dym: SG Dym: SG Sheet: 02 OF 02			