INVITATION FOR BIDS AND CONTRACT DOCUMENTS

PROJECT NO. MR11025 – OFFICER’S QUARTERS STABILIZATION AND WEATHERIZATION AT

FORT RICHARDSON STATE HISTORIC SITE (SHS)
JACK COUNTY, TEXAS

IFB Issue Date: July 8, 2021
Bid Due Date: 2:00 PM, JULY 22, 2021

Contract Manager: Mandy Holcomb, CTCD, CTCM
Sr. Contract Manager
Email: mandy.holcomb@tpwd.texas.gov
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NOTICE TO BIDDERS

Bids will be received by the Contracting Branch, Infrastructure Division, Texas Parks and Wildlife Department (TPWD), 4200 Smith School Road, Austin, Texas 78744, **until 2:00 p.m., July 22, 2021.** Bids will be received and recorded in the A-100 Conference Room, Infrastructure Division.

After receipt of bids, Bidders may request a copy of the “unofficial” bid tab through TPWD’s website at: [https://tpwd.texas.gov/site/openrecords](https://tpwd.texas.gov/site/openrecords). The final bid tab will be made available after award of a contract.

TPWD is requesting sealed bids to perform all Work required for the following Project:

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Officer’s Quarters Stabilization and Weatherization</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Location</td>
<td>Fort Richardson State Historic Site (SHS)</td>
</tr>
<tr>
<td>Project Number</td>
<td>MR 11025</td>
</tr>
<tr>
<td>Deadline for Receipt of Bids</td>
<td>2:00 PM (CT) on July 22, 2021</td>
</tr>
<tr>
<td>Construction Estimate</td>
<td>$45,000 - $60,000</td>
</tr>
</tbody>
</table>

**General Scope of Work:** Furnish all labor, equipment, materials, and incidentals necessary to provide Officer’s Quarters Stabilization and Weatherization, which includes but not limited to, cataloging and dismantling the southwest chimney, constructing a wall infill at the location of the removed chimney and installation of temporary roofing plywood panels located at Fort Richardson State Historic Site in accordance with the Invitation for Bids and Contract Documents.

**Project Schedule:** All work shall be completed within **ninety (90) calendar days** commencing on the date specified in the Notice to Proceed. This performance period includes completing the various aspects required to complete the Work, including submission of all Submittals, mobilization, procurement, installation, testing, inspection and delivery of documents described in Terms and Conditions.

**Site Visit:** A pre-bid conference will NOT be conducted for this Project. A visit to the project site is not mandatory, however, TPWD strongly encourages potential bidders to view the project site. Failure to give proper consideration to site conditions when preparing the bid will not constitute grounds for additional compensation. **A site visit can be scheduled by contacting Park Superintendent, Robert Fri or Asst. Park Superintendent, Steven Williamson at 940-567-3506.**

**Contact Information:** For technical information and information regarding administration of the contract, contact Contract Manager, Mandy Holcomb at 512-389-4353 or email at mandy.holcomb@tpwd.texas.gov.

Solicitation Documents and all addenda may be obtained at the Comptroller’s website under **Electronic State Business Daily (ESBD)** at [http://www.txsmartbuy.com/sp](http://www.txsmartbuy.com/sp).
1. **BID SUBMISSION:**

1.1 Bids must be received in the Infrastructure Division of the Texas Parks and Wildlife Department (TPWD) Austin, Texas NO LATER THAN the date and time specified in the Notice to Bidders. Bids received after this time will not be considered and will be returned unreviewed. Each bid shall be submitted on the Contractor’s Bid form provided.

1.2 Bids must be enclosed in a sealed envelope, box, or container clearly marked on the outside as an “official bid” and shall include the following information:

<table>
<thead>
<tr>
<th>Project Number:</th>
<th>MR 11025</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Description:</td>
<td>Officer’s Quarters Stabilization and Weatherization</td>
</tr>
<tr>
<td>Project Location:</td>
<td>Ft. Richardson SHS</td>
</tr>
<tr>
<td>Bid Opening Date and Time:</td>
<td>July 22, 2021 no later than 2:00 PM (CT)</td>
</tr>
</tbody>
</table>

1.3 Corrections, deletions, or additions to bids may be made by email provided such emails are received in correct and comprehensive form prior to the opening time of bids and an original reflecting said corrections, deletion, or additions must be submitted to TPWD within two (2) business days of submitted email. No telephonic instructions will be accepted. **Corrections, deletions or additions to bids shall be sent by email at mandy.holcomb@tpwd.texas.gov.** This is the only address that will be used for receipt of corrections, deletions, or additions. TPWD shall NOT be responsible for failure of electronic equipment or operator error.

1.4 Bids shall have all blanks fully and legibly completed including a price for all alternates and/or unit costs when listed under the base bids on which a bid is submitted. Failure to do so shall result in rejection of the bid. Corrections in the bidder’s bid shall be legible and initialed. The bid form shall show no alterations or qualifications of any kind.

1.5 **Bids must be signed by an individual who has the authority to legally bind the firm.** TPWD reserves the right to require a bidder to furnish documentary evidence of Bidder’s signature authority.

1.6 TPWD reserves the right to reject any or all bids-and to waive any or all informalities in connection therewith. TPWD does not bind itself to accept the lowest bid or any part thereof and reserves the right to ask for new bids for the whole or parts. The mere opening and reading aloud of a bid shall not constitute TPWD’s acceptance of the suitability of a bidder or a bid. The competency and responsibility of the bidders will be considered in making an award. TPWD reserves the right to award, partially award, or not award a contract if no responses are deemed acceptable; and may re-solicit as determined necessary and in the best of the State of Texas.

1.7 **DELIVERY OF BIDS**

<table>
<thead>
<tr>
<th>U. S. Postal Services</th>
<th>Overnight/Express Mail</th>
<th>Hand-Delivery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Texas Parks &amp; Wildlife Dept. Infrastructure Division 4200 Smith School Road Austin, Texas 78744 Hours: 8:00 AM to 5:00 PM (CT)</td>
<td>Texas Parks &amp; Wildlife Dept. Mail Room Infrastructure Division 4200 Smith School Road Austin, Texas 78744 Hours: 8:00 AM to 5:00 PM (CT)</td>
<td>Texas Parks &amp; Wildlife Dept. Security Desk 4200 Smith School Road Austin, Texas 78744 Hours: 8:00 AM to 5:00 PM (CT)</td>
</tr>
</tbody>
</table>
This is the only address that will be used for receipt of bids. TPWD shall NOT be responsible for failure of electronic equipment or operator error.

2. **BASIS OF AWARD:** Determination of the low bidder will be based on the lowest responsible base bid and/or a combination of the base bid and alternate bids. Alternates accepted will be considered in determining the low bidder, but TPWD does not obligate itself to accept an alternate or to accept alternates in any order listed unless otherwise stipulated elsewhere in the Invitation for Bids and Contract Documents.

3. **UNIT PRICE/ESTIMATED QUANTITY BIDS:** If the Bid furnished with this project requires a bid on a unit price/estimated quantity basis, the Bidder shall enter a unit price in the space provided therefor and a total item price based upon the estimated quantities shown on the bid form. Unit prices entered shall be the full price to TPWD including materials, labor, services, taxes, bonds, rentals, overhead, profit, etc., for the work described. Quantities shown reflect measurements taken from the Drawings and are assumed correct for bidding purposes. Final contract price will be based on actual quantities of work installed as determined by TPWD and Contractor upon completion of the work.

   Award of contract shall be based upon the summation of the various unit price bids, but in case of error the unit prices shall govern, and computations will be checked for accuracy before award is made.

   Prices will also be reviewed for balance prior to award, and obvious imbalance in favor of work scheduled for early completion or subject to significant expansion after award may be grounds for rejection of the bid.

4. **BID SECURITY:** Unless otherwise stipulated in the Invitation for Bids and Contract Documents, only projects in which the total contract price exceeds $25,000.00, will require bid security. **Bids exceeding $25,000.00 must be accompanied by a bid bond, certified check or cashier's check drawn to the order of the Texas Parks and Wildlife Department for not less than five percent (5%) of the total amount of the bid (including total of all separate bids for one or more projects bid and multiple base bids and/or alternate bids and/or optional bids and/or allowances). Therefore, to ensure adequate bid security, bidders should calculate bid security based on the highest possible monetary award. Certified checks and cashier checks must be originals. No other forms of bid security or checks will be accepted. Bid will be rejected if the appropriate security is not furnished in the form specified above and by the time set for the bid opening.**

   Bid security for the three (3) lowest bidders may be retained by TPWD until the successful bidder executes the contract, and if required, furnishes bonds and certificates of insurance. All other bid security will be returned as soon as practical after bid opening.

   Bid security for the successful bidder will be returned following execution of the contract and submission of satisfactory bonds and insurance. If the successful bidder fails to return the signed contract (and bonds and certificate of insurance when required) within the time specified, the bid security may be forfeited not as a penalty but as liquidated damages.

5. **INSURANCE REQUIREMENTS:** The successful Contractor must certify the minimum insurance coverages as set forth by the contract, specifically, the Terms and Conditions. The required insurance information shall be submitted within ten (10) calendar days from receipt of Notice of Selection. Failure to timely meet this requirement may result in disqualification of the bid and forfeiture of the bid security, if any. In such circumstances, TPWD shall be authorized to proceed with award to the next highest ranking, responsive and responsible bidder.
6. **BONDING REQUIREMENTS:** If the total contract price exceeds $25,000.00, a Payment Bond must be furnished by the successful Contractor. If the total contract price exceeds $100,000.00 a Payment Bond and a Performance Bond must be furnished by the successful Contractor. All bonds submitted shall be the original form bearing original signatures and seal. (See also Terms and Conditions)

7. **DISCREPANCIES:** Should any Bidder find discrepancies between the Invitation for Bids and Contract Documents, or should Bidder be in doubt as to their exact meaning, Bidder should notify TPWD at once. TPWD may then, at its option, issue addenda clarifying same. TPWD will not be responsible for oral instructions or for misinterpretation of Invitation for Bids and Contract Documents.

8. **ADDENDA:** TPWD reserves the right to issue addenda at any time prior to the bid opening. All addenda shall be acknowledged as received on the Contractor’s Bid Form. Oral changes in the work made during the bidding period are not binding. **BIDDER’S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN REJECTION OF BID.**

No oral explanation in regard to the meaning of the Invitation for Bids and Contract Documents will be made and no oral instructions will be given before the award of the contract. TPWD requests that all discrepancies, omissions or questions as to the meaning of Drawings and Specifications shall be communicated in writing for interpretation to the attention of Mandy Holcomb, Sr. Contract Manager at mandy.holcomb@tpwd.texas.gov.

9. **PROHIBITED COMMUNICATIONS:** Upon issuance of this solicitation, TPWD, its representative(s), or partners will not answer questions or otherwise discuss the contents of this Solicitation with any potential Bidder or their representatives(s), except for the written inquiries described in the foregoing paragraph. Attempts to ask questions by phone or in person will not be allowed or recognized as valid. **Failure to observe this restriction may disqualify Bidder.** Bidder shall rely only on written statements issued through or by TPWD’s contracting staff. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation.

10. **LABOR LAWS:** Contractors must comply with all labor laws established by State and Federal statutes. (See also Article 2, Uniform General Conditions).

11. **STATE SALES TAX:** TPWD qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Tax Code (Title 2, Chapter 151, Subsection 151.309).

The Contractor shall comply with applicable provisions of Chapter 34, Rules 3.291 and 3.357 of the Texas Administrative Code, or other procedures as may be prescribed by the State Comptroller of Public Accounts. Refer to Uniform General Conditions, Article. 2.

12. **CONTRACTOR QUALIFICATIONS:** A Contractor’s Statement of Qualifications must be submitted with the bid. Failure to properly complete and provide a Contractor’s Statement of Qualifications shall be cause for the Contractor’s bid being rejected by TPWD. TPWD may make such investigations as necessary to determine the ability of the Contractor to perform the work and reserves the right to reject any bid if the evidence submitted and/or obtained through investigation fails to satisfy TPWD that the Contractor is properly qualified to carry out the obligations of the Agreement.

SEE NEXT PAGE FOR MINIMUM EXPERIENCE REQUIREMENTS FOR THIS PROJECT.
MINIMUM EXPERIENCE REQUIREMENTS FOR THIS PROJECT:

CONTRACTOR MUST SHOW EVIDENCE OF THREE (3) SUCCESSFUL CONSTRUCTION PROJECTS THAT INVOLVE “STONE REPAIR ON AN HISTORIC STRUCTURE” THAT ARE SIMILAR TO SIZE AND SCOPE OF THIS PROJECT (AS JUDGED BY OWNER) TO BE ELIGIBLE FOR AWARD OF THIS CONTRACT.

THIS EXPERIENCE MUST HAVE OCCURRED WITHIN THE PAST FIVE (5) YEARS, MEASURED BACKWARDS FROM THE ISSUE DATE OF THIS SOLICITATION. This experience may be self-performed or with a subcontractor that is the intended subcontractor for the project.

13. VENDOR PERFORMANCE TRACKING SYSTEM: In evaluating responses, the Owner will consider information related to past contract performance of a Bidder including, but not limited to CPA’s Vendor Performance Tracking System (VPTS) available at http://www.txsmartbuy.com/vpts. Prior work performance with the Owner and other state agencies or governmental entities which are familiar with a Bidder’s performance, depending on problems encountered, may be grounds for disqualification. In addition, Bidders involved in litigation with the Owner or another state agency may be disqualified.

14. PROTEST PROCEDURES: Any Actual or prospective Respondent who is aggrieved in connection with this solicitation, evaluation, or award of any contract resulting from this solicitation may formally protest as provided in TPWD’s rules at TAC, Title 31, Part 2, Chapter 51, Subchapter L, Rule 51.350.

15. TERMS AND CONDITIONS ATTACHED TO RESPONSE: Any terms and conditions attached to a response will not be considered unless specifically referred to in the bid.

16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: Bidder certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the Bidder is in compliance with the State of Texas statutes and rules relating to procurement and that Bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

17. RESERVED

18. RESERVED

19. RESERVED
Contractors’ Bid Submittals
Texas Parks and Wildlife Department  
4200 Smith School Road  
Austin, Texas 78744  

Having carefully examined the Invitation for Bids and Contract Documents. MR11025, Officer’s Quarters Stabilization and Weatherization at Ft. Richardson State Historic Site (SHS), Jack County, Texas for the Texas Parks and Wildlife Department, as well as the premises and conditions affecting this work, and all other contract documents, the undersigned proposes to furnish all labor, equipment and materials necessary to complete the work for the sum of:

**BID SCHEDULE**

<table>
<thead>
<tr>
<th>BASE BID</th>
<th>LUMP SUM PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furnish all labor, equipment, materials, and incidentals necessary to</td>
<td>$</td>
</tr>
<tr>
<td>provide Officer’s Quarters Stabilization and Weatherization located at</td>
<td></td>
</tr>
<tr>
<td>Ft Richardson SHS in accordance with the Invitation for Bids and</td>
<td></td>
</tr>
<tr>
<td>Contract Documents.</td>
<td></td>
</tr>
</tbody>
</table>

Total Base Bid Lump Sum Price written in words

EACH BID ITEM INCLUDES ANY AND ALL APPURTENANT WORK AND ITEMS NECESSARY FOR FULLY FUNCTIONAL AND OPERATIONAL SYSTEMS, COMPLETE AND IN PLACE, IN ACCORDANCE WITH THE INVITATION FOR BIDS AND CONTRACT DOCUMENTS.

BASE BID will be evaluated, and determination of the low bidder will be based on responsiveness and responsibility of the bidder and on the Base Bid. HOWEVER, THE OWNER RESERVES THE RIGHT TO AWARD TO THE LOW BIDDER ANY COMBINATION OF BID ITEMS OR TO REJECT ALL BIDS.

BIDDER UNDERSTANDS AND ACKNOWLEDGES THAT BIDDER MUST MEET THE MINIMUM QUALIFICATION AND/OR EXPERIENCE REQUIREMENTS SET FORTH IN PARAGRAPH 12 OF INSTRUCTIONS TO BIDDERS TO BE ELIGIBLE FOR AWARD OF THIS CONTRACT. BIDDER, BY SIGNING THIS BID, AFFIRMS THAT BIDDER MEETS SUCH MINIMUM REQUIREMENTS. FAILURE TO MEET ANY OF THE MINIMUM QUALIFICATIONS SHALL RESULT IN REJECTION OF THE BID.
The undersigned further agrees that, if awarded the Contract, the work will be completed within **ninety (90) calendar days** commencing on the date specified in the Notice to Proceed. This performance period includes completing the various aspects required to complete the Work, including submittal of all required Submittals, mobilization, procurement, installation, testing, inspection and delivery of documents described in the Contract Documents.

The undersigned agrees that when written notice of bid acceptance is furnished by the Owner within **sixty (60) calendar days** after the bid opening date, the undersigned will, within the stipulated time, execute and deliver the contract and all required bonds, certificates of insurance, submittals to the Owner. Failure to timely provide the insurance certificate, bonds, and submittals shall be grounds for disqualification of bid and forfeiture of bid security. In such circumstances, TPWD shall be authorized to proceed with award to the next lowest, responsive and responsible bidder.

If the above bid amount exceeds $25,000.00, the undersigned shall include herewith security in the form of a bid bond, certified check, or cashier's check for an amount not less than five percent (5%) of the total amount of the bid to be awarded by Owner, unless otherwise stipulated under Instructions to Bidders. To ensure adequate bid security, bidders should calculate bid security based on the total amount of all base bids plus all additive alternate bids (if any). The bid security will be returned to or forfeited by the undersigned in accordance with the Bid Security provision in the Instructions to Bidders. The undersigned further agrees that this bid security is the appropriate measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver said contract and required documents.

The undersigned agrees that this bid will not be withdrawn for a period of sixty (60) calendar days from the date set for the bid opening, and the undersigned further agrees that the bid security will be forfeited in the event this bid is withdrawn before expiration of said sixty (60) calendar days.

Bidder represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither the bidder, nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the *Texas Business and Commerce Code*, or the Federal antitrust laws, or (2) communicated directly or indirectly the contents of this bid to any competitor or any other person engaged in the same line of business as the bidder.

Pursuant to *Texas Government Code*, Title 10, Subchapter A, §2155.004 (a), Bidder certifies that neither bidder nor any person or entity represented by bidder has received compensation from TPWD to participate in the preparation of the specifications or solicitation on which this bid or contract is based. Under §2155.004 (b) of the Texas Government Code, Bidder certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated, and payment withheld if this certification is inaccurate.

Pursuant to *Texas Government Code*, Title 10, Subchapter A, §2155.004 (b), §2155.006 (c), and Subchapter B, §2261.053 (c), Bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code. Making a false statement as to corporate tax status is a material breach of contract.

Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity. Entities ineligible for federal procurement are listed at http://www.sam.gov.

Bidder certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.

Pursuant to Section 2155.003 of the Texas Government Code, bidder represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the contract.

Bidder agrees that any payments due under this contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

Bidder represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA0 and its implementing regulations, as each may be amended.

Bidder agrees to comply with Texas Government Code, Title 10, Subtitle D, §2155.4441, relating to use of service contracts and the purchase of products and materials produced in the State of Texas.

Bidder certifies that if a Texas address is shown as the address of the Bidder on this bid, Bidder qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

If Bidder is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, Bidder certifies that Bidder does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Bidder does not make that certification, Bidder must indicate that in its Bid and state why the certification is not required.

Section 2252.152 of the Texas Government Code prohibits TPWD from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Bidder certifies that it is not ineligible to receive the contract.

By signature hereon, the bidder acknowledges that Texas Government Code, Title 10, Subchapter F, §§ 2252.201-2252.205 requires that all iron or steel products produced through
a manufacturing process used in this project must be produced in the United States. By signing this bid, Bidder certifies that its bid price represents full compensation for compliance with the requirements of Texas Government Code, Title 10, Subchapter F, §§ 2252.201-2252.205.

Pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Bidder shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

By signing this bid, Bidder acknowledges and understands that the acceptance of funds by the Bidder or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor’s Office, Comptroller or other agency of the State of Texas, TPWD or any successor agency, to conduct an audit or investigation in connection with those funds. The Bidder further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing access to any information the state auditor considers relevant to the investigation or audit. The Bidder shall ensure that this paragraph concerning the State’s authority to audit funds received indirectly by subcontractors through the Bidder and the requirement to cooperate is included in any subcontract it awards.

Bidder represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

Under Section 231.006(d) of the Texas Family Code, regarding child support, the Bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, any Bidder subject to Section 231.006 of the Texas Family Code, must include, in the spaces(s) below, the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid.

<table>
<thead>
<tr>
<th>Name</th>
<th>SSN</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**FEDERAL PRIVACY ACT NOTICE:** This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.
Under Section 669.003 of the Texas Government Code, Bidder certifies that it does not employ, or has disclosed its employment of, any former executive head of the agency. Bidder must provide the following information in the bid.

Name of former executive: ____________________________
Name of State agency: ____________________________
Date of separation from State agency: ________________
Position with Bidder: ______________________________
Date of employment with Bidder: ____________________

RECEIPT IS HEREBY ACKNOWLEDGED OF THE FOLLOWING ADDENDA TO THIS IFB (INITIAL IF APPLICABLE)

No. 01 _____ No. 02 _____ No. 03 _____ No. 04 _____ No. 05 _____ No. 06 _____

WARNING: BIDDER’S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN REJECTION OF BID.

BIDDER’S AFFIRMATION: SIGNING THIS BID WITH A FALSE STATEMENT OR MATERIAL MISREPRESENTATIONS MADE DURING THE PERFORMANCE OF A CONTRACT IS A MATERIAL BREACH OF CONTRACT AND SHALL VOID THE SUBMITTED BID OR ANY RESULTING CONTRACTS.

The undersigned certifies that I am duly authorized to submit this bid and execute a contract on my own behalf or on behalf of the bidder listed below.

__________________________________________
Name of Contracting Firm

__________________________________________
Address

__________________________________________
City State Zip

__________________________________________
(Area Code) Phone Number

__________________________________________
Email address

__________________________________________
Texas Identification Number

__________________________________________
By

__________________________________________
Authorized Signature

__________________________________________
Date

__________________________________________
Printed Name

__________________________________________
Title

__________________________________________
(Area Code) Phone Number

__________________________________________
(Area Code) FAX Number

__________________________________________
(Area Code) Cell Number
Bidder shall use this form to clearly demonstrate how they meet the requirements set forth in this solicitation. *Failure to return this form may result in the response submission being considered non-responsive.*

**ALL FORM FIELDS REQUIRED. MARK N/A IF NOT APPLICABLE**

### Section One: Company Profile

<table>
<thead>
<tr>
<th>Legal Name of the Company:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Description:</td>
<td></td>
</tr>
<tr>
<td>Principal place of business <em>(Corporate Headquarters)</em>:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td></td>
</tr>
<tr>
<td>Facility responsible for servicing the contract:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip:</td>
<td></td>
</tr>
<tr>
<td>Contact Person regarding company’s submission to the solicitation, authorized to render binding decisions on contract matters:</td>
<td></td>
</tr>
<tr>
<td>Name &amp; Title:</td>
<td></td>
</tr>
<tr>
<td>Phone &amp; Email:</td>
<td></td>
</tr>
<tr>
<td>Personnel who will be responsible for management and day-to-day operation of services described in this solicitation:</td>
<td></td>
</tr>
<tr>
<td>Name &amp; Title:</td>
<td></td>
</tr>
<tr>
<td>Phone &amp; Email:</td>
<td></td>
</tr>
</tbody>
</table>

Indicate if your company or any of its subsidiaries filed or met criteria for bankruptcy within the last five years.  
__ Yes ___ No  If yes, explain.  
Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If so, specify date(s), details, circumstances and prospects for resolution.
Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If so, please explain the impact both in organization and company direction.

| Company’s average annual construction volume | $ |

Indicate if your company or any of its subsidiaries has been involved in litigation within the last five years.

- [ ] Yes
- [x] No

If yes, explain.

| Number years in business: | Number of employees: |

---

**PRINCIPALS IN FIRM AND YEARS EXPERIENCE IN CONSTRUCTION**

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>PHONE</th>
<th>NO. OF YEARS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

Has firm, under its current or former name(s) ever failed to complete a project, defaulted on a contract, or been engaged in litigation over a contract?  

- [x] Yes

If so, state particulars of most recent occurrence on separate sheet(s) and attach to this form.

**FIRM HISTORY:** List firm history below including any other business names used

<table>
<thead>
<tr>
<th>From</th>
<th>to</th>
<th>Firm Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**CONSTRUCTION CAPABILITIES**

| Firms Average Annual Construction Volume | $ |

<table>
<thead>
<tr>
<th>Building</th>
<th>%</th>
<th>Mech.-HVAC</th>
<th>%</th>
<th>Hwy/Roads</th>
<th>%</th>
<th>Other</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrical</td>
<td>%</td>
<td>Utility Lines</td>
<td>%</td>
<td>Earthwork</td>
<td>%</td>
<td>Other</td>
<td>%</td>
</tr>
<tr>
<td>Plumbing</td>
<td>%</td>
<td>Utility Plants</td>
<td>%</td>
<td>Site Work</td>
<td>%</td>
<td>Other</td>
<td>%</td>
</tr>
</tbody>
</table>
Section Two: Contractor’s Financial Information

BONDING INFORMATION: Indicate agency/surety through which bonding will be obtained.

<table>
<thead>
<tr>
<th>Agency:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Agent’s Name:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Email Address:</td>
<td></td>
</tr>
<tr>
<td>Agent’s Phone No.:</td>
<td></td>
</tr>
</tbody>
</table>

BONDING COMPANY (UNDERWRITER)

<table>
<thead>
<tr>
<th>Bonding Company Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonding Agent’s Address:</td>
<td></td>
</tr>
<tr>
<td>Bonding Agent’s Email:</td>
<td></td>
</tr>
<tr>
<td>Bonding Agent’s Phone:</td>
<td></td>
</tr>
</tbody>
</table>

Section Three: Company Experience Record

List minimum of three (3) projects (attach additional sheets if necessary) that are at least 50% completed (50% completed projects will be counted towards successful projects) or have been completed within the last (5) years and that demonstrate similar experience. **IN ACCORDANCE WITH INSTRUCTIONS TO BIDDERS – PARAGRAPH 12**

**Minimum Experience Requirements for this project, are as follow:**

CONTRACTOR MUST SHOW EVIDENCE OF THREE (3) SUCCESSFUL CONSTRUCTION PROJECTS THAT INVOLVE “STONE REPAIR ON AN HISTORIC STRUCTURE” THAT ARE SIMILAR TO SIZE AND SCOPE OF THIS PROJECT (AS JUDGED BY OWNER) TO BE ELIGIBLE FOR AWARD OF THIS CONTRACT. THIS EXPERIENCE MUST HAVE OCCURRED WITHIN THE PAST FIVE (5) YEARS, MEASURED BACKWARDS FROM THE ISSUE DATE OF THIS SOLICITATION. This experience may be self-performed or with a subcontractor that is the intended subcontractor for the project.

**PROJECT 1:**

<table>
<thead>
<tr>
<th>Project Name/Location</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Owner’s Name</td>
<td></td>
</tr>
<tr>
<td>Project Owner’s Address</td>
<td></td>
</tr>
<tr>
<td>Owner’s Representative for this Project</td>
<td></td>
</tr>
<tr>
<td>Owner’s Representative Phone/Email Address</td>
<td></td>
</tr>
<tr>
<td>Field</td>
<td>Details</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Performance Period of this Project (no. of calendar days)</td>
<td></td>
</tr>
<tr>
<td>Contract Start Date</td>
<td></td>
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<tr>
<td>Contract Completion Date</td>
<td></td>
</tr>
<tr>
<td>Provide a brief explanation for time extensions granted on this Project</td>
<td></td>
</tr>
<tr>
<td>Original Contract Amount</td>
<td>$</td>
</tr>
<tr>
<td>Final Contract Amount</td>
<td>$</td>
</tr>
<tr>
<td>If Project is still under construction, then provide percentage complete</td>
<td></td>
</tr>
<tr>
<td>Offeror’s key personnel, including Project Superintendent &amp; major subcontractors, including address, telephone and email address</td>
<td></td>
</tr>
<tr>
<td>Brief Description of the Work</td>
<td></td>
</tr>
<tr>
<td>Describe how this Project is comparable to the Work required for this Project</td>
<td></td>
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<tr>
<td>If applicable, Project A/E Name, phone number and email address</td>
<td></td>
</tr>
</tbody>
</table>
**Project 2:**

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
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<tbody>
<tr>
<td>Project Name/Location</td>
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<tr>
<td>Project Owner’s Name</td>
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</table>
### Project 3

<table>
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<tr>
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<tbody>
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<td>Project Owner's Name</td>
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</tbody>
</table>
## Project 4

<table>
<thead>
<tr>
<th>Project Name/Location</th>
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<tbody>
<tr>
<td>Project Owner’s Name</td>
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<tr>
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<td>Performance Period of this Project (no. of calendar days)</td>
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<td>Final Contract Amount</td>
<td>$</td>
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<tr>
<td>If Project is still under construction, then provide percentage complete</td>
<td></td>
</tr>
<tr>
<td>Offeror’s key personnel, including Project Superintendent &amp; major subcontractors, including address, telephone and email address</td>
<td></td>
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</tbody>
</table>

### Brief Description of the Work

|  |
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|  |

### Describe how this Project is comparable to the Work required for this Project

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### If applicable, Project A/E Name, phone number and email address

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## Project 5

<table>
<thead>
<tr>
<th>Project Name/Location</th>
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</thead>
<tbody>
<tr>
<td>Project Owner's Name</td>
<td></td>
</tr>
<tr>
<td>Project Owner's Address</td>
<td></td>
</tr>
<tr>
<td>Owner's Representative for this Project</td>
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<tr>
<td>Offeror's key personnel, including Project Superintendent &amp; major subcontractors, including address, telephone and email address</td>
<td></td>
</tr>
</tbody>
</table>

### Brief Description of the Work

- [ ]
- [ ]
- [ ]
- [ ]

### Describe how this Project is comparable to the Work required for this Project

- [ ]
- [ ]
- [ ]

### If applicable, Project A/E Name, phone number and email address

- [ ]
Section Four: HUB Information

Is your firm a Texas Certified Historically Underutilized Business? (HUB): YES ☐, NO ☐

If yes, please indicate gender and ethnicity:

Gender: Male ☐, Female ☐

Ethnicity: Asian Pacific Islander ☐, Black American ☐, Hispanic American ☐, Native American ☐

Service-Disabled Veteran: ☐ Yes, ☐ No

Section Five: TPWD Contracting Experience

Has firm ever done business with TPWD? If yes, list the most recent project Information:

<table>
<thead>
<tr>
<th>TPWD Project No.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Title and Location:</td>
<td></td>
</tr>
<tr>
<td>Offeror’s key personnel, including Project Superintendent &amp; major subcontractors, including address, telephone and email address:</td>
<td></td>
</tr>
<tr>
<td>Brief Description of the Work:</td>
<td></td>
</tr>
<tr>
<td>Describe how this Project is comparable to the Work required for this Project:</td>
<td></td>
</tr>
</tbody>
</table>
Additional TPWD Projects, if any

<table>
<thead>
<tr>
<th>Project No/Contract No</th>
<th>Project Location</th>
<th>Project Title</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

Section Six: Certifications and Signature

I hereby certify that all information provided above and attached is true and correct. Furthermore, I hereby authorize Texas Parks and Wildlife Department to contact the references listed above and authorize release of information from such references to Texas Parks and Wildlife Department. I certify that my firm is not debarred or suspended from performing work for the U.S.A. or the State of Texas.

Name of Firm ___________________________ Signature of Owner or Officer _______________________

Title of Person Signing ___________________ Date __________________

COMPLETE ALL SECTIONS OF THIS FORM AND SUBMIT WITH BID
Conditions of the Contract
TERMS AND CONDITIONS

(Construction)

PART ONE - GENERAL

1.01 DEFINITIONS:

As used throughout this contract, the following terms have the meaning set forth below:

A. **Contract** means the entire agreement between the Owner and the Contractor, including all of the Contract Documents.

B. **Contract Documents** means those documents identified as a component of the agreement (contract) between the Owner and the Contractor. These may include, but are not limited to, Drawings, Specifications, Terms and Conditions, and all pre-bid addenda.

C. **Contractor** means the individual, corporation, limited liability company, partnership, firm, or other entity contracted to furnish the materials and to perform all Work under the contract with the Owner.

D. **Owner** means the Texas Parks and Wildlife Department (TPWD) acting on behalf of the State of Texas.

E. **Owner's Designated Representative (ODR)** means the individual assigned by the Owner to act on its behalf and to undertake certain activities as specifically outlined in the Contract. The ODR is the only party authorized to direct changes to the scope, cost, or time of the contract. For the purposes of this contract, the ODR shall be Owner’s, **Project Manager, Sara Schmidt**.

F. **Proposed Change Order (PCO)** means a document that informs Contractor of a proposed change in the Work and appropriately describes or otherwise documents such change including Contractor’s response of pricing for the proposed change.

G. **Schedule of Values** means the detailed breakdown of the cost of materials, labor and equipment necessary to accomplish the Work as described in the Contract Documents, submitted by Contractor for approval by Owner and the Designer of Record.

H. **Subcontractor** means a business entity that enters into an agreement with Contractor to perform part of the Work or to provide services, materials, or equipment for use in the Work.
I. **Submittal Register/Schedule** means a list provided by Contractor of all items to be furnished for review and approval by Designer of Record and Owner and as identified in the Contract Documents including anticipated sequence and submittal dates.

J. **Work Progress Schedule** means the continually updated time schedule prepared and monitored by Contractor that accurately indicates all necessary appropriate revisions as required by the conditions of the Work and the Project while maintaining a concise comparison to the Baseline Schedule.

1.02 **VENUE:** Venue is hereby fixed in Travis County, Texas.

1.03 **INTENT OF THE CONTRACT DOCUMENTS**

A. The intent of the Invitation for Bids and Contract Documents is to include all of the Work for the contract price and within the contract time. All Invitation for Bids and Contract Documents are to be considered as cooperative. All Work not specified and/or not shown on the drawings, but which is necessary for the completion and/or functioning and operation of the project, shall be understood and implied as part of the contract to be performed by the Contractor for the contract price. Such Work shall be executed by the Contractor in the same manner and with the same character of material as other portions of the contract without extra compensation.

B. It is the intention of the Invitation for Bids and Contract Documents to call for finished Work, tested, and ready for operation. Any apparatus, material or Work described in the Invitation for Bids and Contract Documents and any incidental accessories necessary to make the Work complete in all respects and ready for operation (even though not particularly specified) shall be furnished, delivered, and installed by the Contractor without additional expense to the Owner. Minor details not usually shown or specified but necessary for proper installation and operation are included in the Work just as if therein specified or shown.

C. The Drawings depict the location and quantity of elements of the Work. The specifications indicate quality. All documents are intended to be complementary to produce the Work. Requirements of the specifications not included in the drawings or schedules or shown on the drawings and/or schedules and not included in the specifications shall be of like effect as if shown or mentioned in both. Explanatory notes on the drawings shall take precedence over conflicting draw-out indications. Figured dimensions on drawings shall take precedence over scale measurements. Where figures are lacking, scale measurements may be followed, but in all cases the measurements are to be checked.
from the Work in place and those measured dimensions taken at the site shall take precedence over scale dimensions in drawings.

D. In the event of conflict between Drawings and Specifications, the Specifications shall prevail. In the event of conflict among provisions of Specifications, using the CSI format, what is called for in the division of the predominant discipline will govern inconsistent provisions found elsewhere.

E. In the event of conflict among the drawings, the large-scale drawings prevail over the small-scale drawings. Figures given on drawings shall govern over scaled measurements from drawings.

F. Prior to commencing the Work, in order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to pricing or commencing the Work, the Contractor shall examine and compare the Contract Documents, information furnished by the Owner, relevant field measurements made by the Contractor and any visible or reasonably anticipated conditions at the site affecting the Work. This duty extends throughout the construction phase prior to commencing each particular Work activity and/or system installation.

G. The Owner does not warrant or make any representations as to the accuracy or completeness of the information furnished to the Contractor by the Owner. The Contractor shall promptly report in writing to the Owner the discovery of any apparent error, omission or inconsistency in the Contract Documents prior to execution of the Work. It is recognized, however, that the Contractor is not acting in the capacity of a licensed design professional, and that the Contractor's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations. If, however, the Contractor fails to perform the examination and reporting obligations of these provisions, the Contractor shall be responsible for any avoidable costs or direct damages.

H. All Work shall be performed and furnished by the Contractor in accordance with accepted construction industry practices.

I. A duplication of Work is not intended by the Contract Documents and any duplication shall not become a basis for extra cost to the Owner.

1.04 LABOR, LAWS AND WAGES

In the execution of this contract, the Contractor must comply with all applicable State and Federal laws, regulations and rules including but not limited to those concerned with labor, equal employment opportunity, safety and minimum
wages. The Contractor shall obtain and pay for all permits required in connection with the execution of Contractor’s Work. The Owner shall be furnished with certified copies of these permits if the Owner so requests. If such laws, regulations or rules conflict with the Invitation for Bids and Contract Documents, then the laws, regulations or rules, shall govern instead of the Invitation for Bids and Contract Documents, except in such cases where the Invitation for Bids and Contract Documents exceed them in quality of materials or labor, then the Invitation for Bids and Contract Documents shall be followed.

A. Duty to Pay Prevailing Wage Rates. The Contractor shall not pay less than the wage scale of the various classes of labor as shown on the prevailing wage schedule provided by Owner in the bid or proposal specifications. The specified wage rates are minimum rates only. Owner is not bound to pay any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract. The prevailing wage schedule is not a representation that qualified labor adequate to perform the Work is available locally at the prevailing wage rates.

B. Notification to Workers.

1. Contractor shall post the prevailing wage schedule in a place conspicuous to all workers on the Project Site. When requested by Owner, Contractor shall furnish evidence of compliance with the Texas Prevailing Wage Law and the addresses of all workers.

2. Pursuant to Tex. Gov’t Code § 2258.024, Contractor shall keep, on site, true and accurate records showing the name and occupation of each worker employed by the Contractor or subcontractors and the actual per diem wages paid to each worker. The record shall be open to inspection by the ODR and their agents at all reasonable hours for the duration of the contract.

3. With each application for progress payment, Contractor shall make available upon request certified payroll records, including from subcontractors of any tier level, on Form WH-347 as promulgated by the U.S. Department of Labor, as may be revised from time to time and in unlocked and unprotected Excel format, along with copies of any and all Contract Documents between Contractor and any Subcontractors. Pursuant to Tex. Penal Code §§ 37.02 and 37.10, Employees of Contractor and subcontractors, including all tier levels, shall be subject to prosecution for submitting certified payroll records that contain materially false information.

4. The prevailing wage schedule is determined by Owner in compliance with Tex. Gov’t Code, Ch. 2258. Should Contractor
at any time become aware that a particular skill or trade not reflected on Owner’s prevailing wage schedule will be or is being employed in the Work, whether by Contractor or by Subcontractor, Contractor shall promptly inform ODR of the proposed wage to be paid for the skill along with a justification for same and ODR shall promptly concur with or reject the proposed wage and classification.

5. Contractor is responsible for determining the most appropriate wage for a particular skill in relation to similar skills or trades identified on the prevailing wage schedule. In no case, shall any worker be paid less than the wage indicated for laborers.

6. Pursuant to Tex. Labor Code § 214.008, Misclassification of Workers; Penalty. The Owner requires Contractor and all subcontractors properly classify individuals as Employees or Independent Contractors.

C. Penalty for Violation. Contractor, and any Subcontractor, will pay to the State a penalty of sixty dollars ($60) for each worker employed for each day, or portion thereof, that the worker is paid less than the wage rates stipulated in the prevailing wage schedule.

D. Complaints of Violations.

1. Owner’s Determination of Good Cause. Upon receipt of information concerning a violation, Owner will conduct an investigation in accordance with Tex. Gov’t Code, Ch. 2258 and make an initial determination as to whether good cause exists that a violation occurred. Upon making a good cause finding, Owner will retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the prevailing wage schedule and any supplements thereto, together with the applicable penalties in accordance with Tex. Gov’t Code § 2258.023, such amounts being subtracted from successive progress payments pending a final decision on the violation.

2. No Extension of Time. If Owner’s determination proves valid that good cause existed to believe a violation had occurred, Contractor is not entitled to an extension of time for any delay arising directly or indirectly from the arbitration procedures.

3. Cooperation with Owner’s Investigation. Contractor shall cooperate with Owner during any investigations hereunder. Such cooperation shall include, but not necessarily be limited to, timely providing the information and/or documentation requested by Owner, which may include certified payroll records.
4. **Notification to Owner.** In the event Contractor or Subcontractor elect to appeal an initial determination made pursuant to Paragraph 2.2.3.1, the Contractor and/or Subcontractor, as applicable, shall deliver notice thereof to Owner.

1.05 **COMPLIANCE WITH LAWS AND SAFETY PRECAUTIONS AND PROGRAMS**

A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and it shall be the duty and responsibility of the Contractor and all of its subcontractors to be familiar and comply with all requirements of Public Law 91-596, 29 U.S.C. Secs. 651, et seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments thereto, and to enforce and comply with all of the provisions of this Act.

B. It shall be the duty and responsibility of the Contractor and all of its subcontractors to comply with any and all state and federal statutes, rules, and regulations, including but not limited to those relating to hazardous materials.

C. In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatening damage, injury or loss provide Owner with prompt notice if Contractor believes that any significant changes in the Work or variations from Contract Documents have been caused by Contractor’s emergency response. Any additional compensation or extension of time claimed by the Contractor resulting from emergency Work shall be considered in accordance with paragraph entitled “Changes and Changed Conditions”.

1.06 **OCCUPATIONAL SAFETY AND HEALTH STANDARDS**

Prior to trenching below a depth of four (4) feet (if applicable), a Contractor must submit separate pay items for: (i) trench safety to be determined by the linear feet of trench excavated, and (ii) special shoring requirements, if any, to be determined by the square feet of shoring used, pursuant to Texas Government Code, Title 10, Chapter 2166, Section 2166.303. Such pay item(s), following calculation as required above, shall be quoted on the basis of a total lump sum price.

1.07 **PERMITS AND LAWS**

Contractor shall comply with all laws, ordinances, statutes, rules and regulations applicable to the project, including but not limited to those
pertaining to the collection, transportation and disposal of trash and refuse and shall obtain such permits, licenses or other authorizations as may be required.

If applicable governmental laws, rules, regulations or ordinances conflict with the Contract Documents, then such laws, rules, regulations, or ordinances shall govern instead of the Contract Documents, except in such cases where the Contract Documents exceed them in quality of materials or labor, then the Contract Documents shall be followed.

1.08 PERFORMANCE AND PAYMENT BONDS

Contractor shall deliver to Owner true and complete copies of required bonds no later than ten (10) calendar days from issuance of Owner’s Notice Proceed.

If the total contract price exceeds $25,000, the Contractor shall execute a Payment Bond to the Owner in the amount of the total contract price. If the total contract price exceeds $100,000, the Contractor shall execute a Payment Bond and a Performance Bond to the Owner in the amount of the total contract price. The performance bond is payable to the State in the full amount of the Contract and is solely for the protection of the State and is conditioned on the faithful performance of the Work in accordance with the Contract Documents. The payment bond is payable to the State in the full amount of the Contract and is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. Each bond shall be executed by a corporate surety or corporate sureties duly authorized to do business in the State of Texas and on forms provided by the Owner and approved by the Attorney General of Texas. Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code. All Performance and Payment Bonds shall be executed by sureties which are licensed to do business in the State of Texas and which are included in the list of companies in the current U.S. Department of the Treasury Circular 570, “Companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies”, Sections 9304 through 9308 of Title 31 of the U.S. Code Annotated. The Contractor shall submit the executed performance and payment bonds to the Owner within the time stipulated within these documents. The process of requiring and accepting bonds and making claims there under shall be conducted in compliance with Chapter 2253, Texas Government Code. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result. Owner shall furnish a copy of the payment bond and the related Contract to any qualified person seeking copies who complies with §2253.026, Texas Government Code. Claims on payment bonds must be sent directly to the Contractor and his/her surety in accordance with § 2253.041, Texas Government Code. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such Contract, and that reliance
on notices sent to the Owner may result in loss of their rights against the Contractor and/or his surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills and accepts no such responsibility because of any representation by any agent or employee. When the value of the Contract between the Owner and the Contractor is less than $25,000.00, claimants and their rights are governed by Texas Property Code, §§ 53.231 – 53.239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims. If the Contractor fails to submit such bond within the time stipulated herein, Owner may disqualify the bid. In such circumstances, TPWD shall be authorized to proceed with award to the next lowest, responsive and responsible bidder.

1.09 INSURANCE REQUIREMENTS

A. Contractor shall deliver to Owner true and complete copies of certificates and corresponding policy endorsements no later than ten (10) calendar days from issuance of Owner’s Notice of Selection.

B. Contractor shall carry insurance in the types and amounts indicated in this Article for the duration of the Contract. The insurance shall be evidenced by delivery to Owner of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Upon request, Owner, and/or its agents, shall be entitled to receive without expense, copies of the policies and all endorsements. Contractor shall update all expired policies prior to submission for monthly payment. Failure to update policies shall be reason for withholding of payment until renewal is provided to Owner.

C. Contractor shall provide and maintain all insurance coverage with the minimum amounts described below until the end of the warranty period unless otherwise stated in these Terms and Conditions. Failure to maintain insurance coverage, as required, is grounds for suspension of Work for cause.

D. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.
F. The insurance coverage and limits established herein shall not be interpreted as any representation or warranty that the insurance coverage and limits necessarily will be adequate to protect Contractor.

G. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company or similar rating company or otherwise acceptable to Owner.

H. **Insurance Coverage Required.**

1. **Workers’ Compensation.** Insurance with limits as required by the Texas Workers’ Compensation Act, with the policy endorsed to provide a waiver of subrogation in favor of Owner, employer’s liability insurance of not less than:

   - $1,000,000 each accident;
   - $1,000,000 disease each employee; and
   - $1,000,000 disease policy limit.

2. **Commercial General Liability Insurance.** Including premises, operations, independent contractor’s liability, products and completed operations and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, fully insuring Contractor’s liability for bodily injury (including death) and property damage with a minimum limit of:

   - $1,000,000 per occurrence;
   - $2,000,000 general aggregate;
   - $5,000 Medical Expense each person;
   - $1,000,000 Personal Injury and Advertising Liability;
   - $2,000,000 products and completed operations aggregate;
   - $50,000 Damage to Premises Rented to You; and

Coverage shall be on an “occurrence” basis.

The policy shall include coverage extended to apply to completed operations and explosion, collapse, and underground hazards.
The policy shall include endorsement CG2503 Amendment of Aggregate Limits of Insurance (per Project) or its equivalent.

If the Work involves any activities within fifty (50) feet of any railroad, railroad protective insurance as may be required by the affected railroad, written for not less than the limits required by such railroad.

3. **Asbestos Abatement Liability Insurance**, including coverage for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos containing materials. *This requirement applies if the Work or the Project includes asbestos containing materials.*

The combined single limit for bodily injury and property damage will be a minimum of $1,000,000 per occurrence.

*Specific requirement for claims-made form: Required period of coverage will be determined by the following formula: continuous coverage for life of the Contract, plus one (1) year (to provide coverage for the warranty period), and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period.

Employer’s liability limits for asbestos abatement will be:

- $500,000 each accident;
- $500,000 disease each employee; and
- $500,000 disease policy limit.

4. **Comprehensive Automobile Liability Insurance**, covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage of $1,000,000 per accident. No aggregate shall be permitted for this type of coverage.

Such insurance is to include coverage for loading and unloading hazards.

5. **Special Form Builder’s Risk Insurance**, if applicable (or Special Form installation floater for instances in which the project involves solely the installation of material and/or equipment). Coverage shall be Special Form, including, but not limited to, fire, extended coverage, vandalism and malicious mischief, theft and, if applicable, flood, earth movement and named storm. Builder’s risk and installation floater limits shall be equal to 100
percent of the Contract Sum plus, if any, existing property and Owner-furnished equipment specified by Owner. The policy shall be written jointly in the names of Owner and Contractor. Subcontractors shall be named as additional insureds. The policy shall have endorsements as follows:

a) This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.

b) This insurance shall not contain an occupancy clause suspending or reducing coverage should Owner partially occupy the Site and before the parties have determined Substantial Completion.

c) Loss, if any, shall be adjusted with and made payable to Owner as trustee for the insureds as their interests may appear. Owner shall be named as loss payee.

d) For renovation projects or projects that involve portions of Work contained within an existing structure, refer to Paragraph 62 of these Terms and Conditions for possible additional builder’s risk insurance requirements.

e) For Owner furnished equipment or materials that will be in care, custody or control of Contractor, Contractor will be responsible for damage and loss.

f) For those properties located within a Tier 1 or 2 windstorm area, named storm coverage must be provided limits shall be equal to 100 percent of the Contract Sum.

g) For those properties located in flood prone areas, flood insurance coverage must be provided with limits shall be equal to 100 percent of the Contract Sum.

h) Builder’s risk insurance policy shall remain in effect until Substantial Completion.

6. Policies must include the following clauses, as applicable:

a) This insurance shall not be canceled, materially changed, or non-renewed except after thirty (30) days written notice has been given to Owner.

b) It is agreed that Contractor’s insurance shall be deemed primary with respect to any insurance or self-insurance
carried by Owner for liability arising out of operations under the Contract with Owner.

c) Owner, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with Owner. The additional insured status must cover completed operations as well. This is not applicable to workers’ compensation policies.

D) A waiver of subrogation in favor of Owner shall be provided in all policies.

I. Without limiting any of the other obligations or liabilities of Contractor, Contractor shall require each Subcontractor performing Work under the Contract, at Subcontractor’s own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor’s certificate of insurance shall note in such event that Subcontractors are included as additional insureds and that Contractor agrees to provide workers’ compensation for Subcontractors and their employees. Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Contractor must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. Owner shall be entitled, upon request and without expense, to receive copies of these certificates.

J. Workers’ compensation insurance coverage must be provided for all workers at all tier levels and meet the statutory requirements of Tex. Lab. Code § 401.011(44) and specific to construction projects for public entities as required by Tex. Lab. Code § 406.096.

1.10 LABOR, MATERIALS, AND WORKMANSHIP

A. Unless otherwise specified herein, the Contractor shall furnish and pay for all labor, materials, equipment, tools, construction equipment, and machinery, water, heat, utilities (unless otherwise specified in the Invitation for Bids and Contract Documents), transportation, and other facilities and services necessary for the proper execution and completion of this contract. All materials incorporated in the Work shall be new and of the quality specified, and all Work shall be performed in a skillful and workmanlike manner. Where manufacturer’s names are mentioned in these contract documents, it has been done in order to establish a
standard of quality and construction, not to preclude the use of equal or superior materials or products of other manufacturers. However, substitutions must have Owner’s prior approval.

B. Unless otherwise indicated in the Contract Documents, equipment and material shall be installed in accordance with recommendations of the manufacturer to include such tests as manufacturer recommends. Both materials and workmanship shall be subject to the inspection of the Owner or its representative, who will require the Contractor to correct defective workmanship or material without cost to the Owner.

1.11 LICENSING OF TRADES

Contractor shall comply with all applicable provisions of State law related to license requirements for skilled tradesmen, contractors, suppliers and or laborers, as necessary to accomplish the Work. In the event Contractor, or one of its Subcontractors, loses its license during the term of performance of the Contract, Contractor shall promptly hire or contract with a licensed provider of the service at no additional cost to Owner.

1.12. RESERVED

1.13 RESERVED

PART TWO - EXECUTION OF THE WORK

2.01 SUBMITTAL REVIEW AND PROCESSING

A. GENERAL

1. Contractor will be provided, in Owner’s Notice to Proceed, an Excel spreadsheet of the list of expected submittals from the Architect/Engineer of Record for their use in creating a submittal register.

2. TPWD standard Submittal Cover Sheet must accompany each numbered submittal set. One Submittal per Submittal Cover Sheet.

3. The number of copies of submittals required for each item shall be not less than one (1) electronic copy, unless specified otherwise, for Owner’s use, plus the number of additional copies that the Contractor desires for his own use.

4. The Contractor must double-check and sign all submittals before forwarding them to the Owner for review and action.
5. The Architect/Engineer and the Owner will review the submittal data. If there are no exceptions taken to the submittal, the original and three copies will be retained by the Owner. All remaining copies will be returned to the Contractor. The Contractor must keep one copy at the jobsite at all times.

7. Any and all costs, direct or indirect, incurred by Owner in reviewing submittals in excess of two (2) times will be charged to the Contractor and deducted from the total price for the Work.

8. Owner’s approval of shop drawings and/or any aspects of the Work shall not act to transfer Contractor’s responsibility for, nor relieve Contractor from the performance of any of Contractor’s duties set forth in the contract documents.

9. Contractor’s failure to obtain approval of submittals will not constitute grounds for additional time. Owner will provide more specific clarification regarding the requirements for each Submittal.

B. ADMINISTRATIVE SUBMITTALS

The following Administrative Submittals shall be submitted by the Contractor for the Owner’s review and approval.

1. Contractor’s Personnel and Subcontractor Information:

   The following items shall be submitted by the Contractor for the Owner’s review and approval within twenty-one (21) calendar days from receipt of Notice to Proceed.

   a) Contractor’s Superintendent: List of name and qualifications of the person designated as project superintendent.

   b) Subcontractors/Materials Suppliers: List of all subcontractors and major material/equipment suppliers that Contractor and Contractor’s major subcontractors propose to use. This list shall include correct names, mailing addresses and phone numbers.

   c) Contractor’s Authorized Representatives: List of names and titles of Contractor’s representatives authorized to sign contractual documents and construction vouchers.
d) Licensed Craftsperson: List of names, qualifications and licenses of all licensed crafts required by the contract documents.

2. **Schedule of Values:**

Schedule of Values shall itemize material and labor for each classification of Work. **To be submitted by the Contractor for the Owner’s review and approval no less than twenty-one (21) calendar days prior to 1st request for payment.**

(a) Owner will provide forms entitled “Schedule of Values” for the Contractor’s use in preparing the breakdown. After contract award, the Owner will also provide further clarification including an example.

(b) Itemization of material and labor costs is required so the Owner may make progress payments on materials delivered. For each bid item or classification of Work to be listed in the “Type of Work” column on the Schedule of Values, the Contractor shall multiply the unit bid price by the estimated quantity for each bid item to arrive at the “Contract Cost” for each such bid item. Contractor shall separately itemize material and labor costs for each such bid item in the “Type of Work” column.

3. **Contractor’s Proposed Work Progress Schedule:**

Contractor’s Proposed Construction Schedule using a critical path method (CPM) for Work tasks in relation to the entire project. **To be submitted by the Contractor for the Owner’s review and approval no less than twenty-one (21) calendar days from issuance of Notice to Proceed.**

4. **Submittal Register/Schedule:**

**Submittal Register/Schedule to be submitted by the Contractor for the Owner’s review and approval no less than twenty-one (21) calendar days from issuance of Notice to Proceed.** It is the Contractor’s responsibility to incorporate lead time required for review, resubmittal, ordering, manufacturing, fabrication and delivery. Contractor is responsible if a delay in lead time planning affects the critical path.

Submittal Register shall be organized by specification section, listing all items to be furnished for review and approval by the A/E and the Owner, including anticipated sequence and submittal dates.
This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

C. MATERIAL SUBMITTALS

Material Submittals shall be submitted to Owner prior to the installation of any materials. It is the Contractor’s responsibility to incorporate lead time required for review, resubmittal, ordering, manufacturing, fabrication and delivery. Contractor is responsible if a delay in lead time planning affects the critical path.

1. Contractor shall submit manufacturer’s information on all materials and equipment, regardless of whether substitutions are being requested.

2. Substitution requests must be submitted early enough to allow time for evaluation by the Owner and for resubmittal, if required. Material substitutions will not be allowed following this 10-day period.

3. No materials shall be ordered or installed until submittals for such materials have been received and acted upon by the Owner.

D. SUMMARY OF ADMINISTRATIVE SUBMITTALS DELIVERY REQUIREMENTS:

1. Contractor’s Personnel and Subcontractor Information: Within 21 days of effective date of this Notice to Proceed

2. Submittal Schedule/Register: Within 21 days of effective date of this Notice to Proceed

3. Work Progress Schedule: Within 21 days of effective date of this Notice to Proceed

4. Project Schedule of Values: no less than twenty-one (21) days prior to the first request for payment.
2.02 PRECONSTRUCTION CONFERENCE

After issuance of the Notice to Proceed letter, approval of Administrative Submittals and prior to start of Work, a conference between the Owner and the Contractor will be held to discuss provisions of the Contract Documents and to coordinate the Work effort. **The Contractor’s jobsite Superintendent is required to attend.** At that time the Contractor shall be furnished additional sets of Contract Documents.

2.03 CONSTRUCTION MATERIALS

A. Materials: All materials shall be new and of the quality specified. Materials shall be free from defects.

Unless otherwise indicated in the specifications, material shall be installed in accordance with the manufacturer’s recommendations and shall include such tests as manufacturer recommends.

B. Storage and Protection of Materials: The Contractor is responsible for all damages to Work performed and material delivered until completion and final acceptance of Work. All materials shall be suitably stored to be protected from damage. Watertight storage facilities of suitable size with floors raised above the ground shall be provided for all materials subject to damage from exposure to the weather. Other materials shall be stored on blocks off the ground. Materials shall be stored to permit easy access for inspection and identification. Any material that has deteriorated, become damaged or otherwise unfit for use, shall not be used in the Work (as judged by Owner). Upon completion of all Work, or when directed, the Contractor shall remove storage facilities from the site.

If applicable, during construction, open ends of all drains, piping and conduit, and all openings in equipment, shall be closed before leaving the Work at any time so as to prevent the entrance of all foreign matter.

2.04 EXECUTION OF THE WORK/CONSTRUCTION SITE AND JOB CONDITIONS:

A. Superintendence: Contractor shall employ a competent person or persons who will be present at all times at the Project Site during the progress of the Work to supervise or oversee the Work. The competent persons are subject to the approval of ODR through the submittal process stated in Item 30. Contractor shall not change approved staff during the course of the project without the written approval of ODR unless the staff member leaves the employment of Contractor.

B. Jobsite: The Contractor will be provided with designated space in the immediate vicinity of the job site for use during construction. Unauthorized damage to any existing utilities, building facilities,
structures, or plant life shall be repaired by the Contractor at no expense to the Owner. The Contractor shall take precautions necessary to protect persons and property against injury or damage and shall be responsible for any such injury or damage. The Contractor shall not allow any unsafe or unsanitary conditions to develop as a result of Contractor’s operations for the duration of construction.

2.05 CONSTRUCTION SITE AND JOB CONDITIONS

Any temporary connections, appurtenances or extensions for any utilities shall be provided by the Contractor at no cost to the Owner and removed from the premises at the conclusion of the contract. Contractor shall provide cellular telephone service at all times and shall keep Owner informed of telephone number.

A. Utilities:

1. Water:

TPWD water service is available for Contractor to connect to at no charge to the Contractor.

2. Electric:

TPWD Electrical power is not available for Contractor to connect to.

3. Reserved

B. Project Identification: There shall be no project signs of any size or type allowed on the project site or surrounding Texas Parks and Wildlife Department property at any time.

C. Fire Protection: The Contractor shall take stringent precautions against fire. Open fires are not allowed unless approved in writing by Owner. Any fires that start or encroach on the Contractor’s limits of construction must be immediately reported to the Site Manager.

D. Trash and Debris: The Contractor shall not allow trash or debris to accumulate on the site. At the end of primary segments (installation and removal) of the project, Contractor shall clean the entire area of any litter resulting from Contractor’s efforts and shall leave the area “broom clean”. The Contractor shall maintain the premises as clean and presentable as good construction practices will allow at all times.

E. Project Identification: If Contractor desires to erect project signs of any size or type, Contractor must submit a proposed design to and obtain approval from TPWD prior to installation of any project signs. Project
sign(s) may not include any references to TPWD or use TPWD’s name, logo or other likeness.

F. **Fire Protection**: The Contractor shall take stringent precautions against fire. Open fires are not allowed unless approved in writing by Owner.

G. **Other Activities**: The Contractor shall perform the Work without interfering with other contractors’ Work or Owner’s activities to the extent possible and with as little delay.

H. **Field Office**: The Owner will provide the Contractor with a site on which the Contractor may place a small, temporary office structure.

2.06 **PROTECTION OF SITE**

The Contractor shall protect all trees and shrubs adjacent to construction site, and if Contractor finds that the Work will require removal of trees the Contractor shall obtain approval of Owner prior to removal. The Contractor shall be held liable for removal of trees without prior approval of Owner.

2.07 **SITE OPERATIONS**:

During construction of this project the site will remain open to public visitation. It is the responsibility of the Contractor to maintain convenient access and egress to park facilities in a manner to be approved by the Owner. The Contractor shall also be responsible for public safety at the construction site. All temporary fencing, barricades, warning lights, signs, and flagmen shall be provided and maintained by Contractor as needed. The Contractor shall maintain security of construction sites.

2.08 **LAYOUT OF WORK AND SURVEYS**

A. The Contractor, at Contractor’s expense, shall be responsible for establishing base lines, and benchmarks if applicable, for the limits of the project. The Contractor shall also be responsible for all measurements that may be required for the execution of the Work to the location and limit marks prescribed in the specifications or on the drawings, subject to such modifications as the Owner may require, to meet changed conditions or as a result of necessary modifications to the Work.

B. **RESERVED**

2.09 **PAYMENTS TO CONTRACTOR**

A. If the contract time (or valid extension thereof) exceeds thirty (30) calendar days then upon presentation of a properly executed voucher, progress payments equal to 90% of the value of Work performed may
be made monthly on estimates approved by the Owner. Such voucher shall be accompanied by Contractor’s Progress Payment Affidavit form furnished by Owner. Upon payment therefore, title to the property shall vest in the Owner. This provision shall not be construed as relieving the Contractor from sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work, or as waiving the right of the Owner to require the fulfillment of all of the terms of the contract. Final payment will be made after all Work is completed and accepted.

B. Final Payment constitutes a waiver of all claims by the Owner, relating to the condition of the Work except those arising from:

1. Faulty or defective Work appearing after Substantial Completion (latent defects); and/or

2. Failure of the Work to comply with the requirements of the Contract Documents; and/or

3. Terms of any warranties required by the Contract, or implied by law; and/or

4. Claims arising from personal injury or property damage to third parties.

C. The final payment shall not become due until the Contractor submits to the Owner the following:

1. A fully executed Contractor’s Final Payment Affidavit form furnished by Owner. Also, if required by Owner, the Contractor shall submit other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify it against any such claim;

2. One (1) hard copy and one (1) electronic set of approved project submittals and all equipment and materials warranties/guarantees as provided by suppliers and/or manufacturers;

3. One (1) set of “as-built” drawings and specifications showing all changes to the original construction documents. Drawings also shall show routing of underground outside utilities and conduits with actual dimensions from buildings or other known landmarks.
4. If contract exceeds $25,000, *Consent of Surety to Final Payment* form provided by Owner.

D. The Owner may reduce any Construction Voucher prior to payment to the extent necessary to protect the Owner from loss on account of actions of the Contractor, including, but not limited to:

1. Defective Work not remedied;
2. Damage to Work of a separate contractor;
3. Failure to maintain scheduled progress;
4. Failure to comply with the requirements of Texas Government Code Chapter 2258 (Prevailing Wage Law); or
5. For Contracts with a value of less than $25,000 for which no payment bond is posted, receipt of written notice by the Owner of unpaid bills, filed in conformance with § 53.232, Texas Property Code. Any funds so withheld shall be released to the Contractor if he furnishes a bond or release of lien as provided in § 53.236, Texas Property Code;
6. Failure to maintain a current record set of "As-Built" documents on site; and/or
7. Failure to maintain or to allow Owner's inspection of payroll records.

E. Submission of an Application for Final Payment by the Contractor constitutes a waiver of all claims and liens by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for Final Payment.

F. Regardless of approval and issuance of Final Payment, the Contract is not deemed fully performed by the Contractor and closed out until the expiration of all warranty periods.

2.10 CHANGES AND CHANGED CONDITIONS

A. The Owner may, in writing, order changes in the Contract Documents within the general scope of the contract.

B. The Contractor shall promptly notify the Owner in writing of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site, before proceeding further with the Work.
C. If changes pursuant to this section increase or decrease the cost of, or time required for, performing the Work, then upon assertion of a claim in writing by the Contractor prior to the making of final payment under the contract, a written equitable adjustment by change order may be made. However, no adjustment shall be made unless the written notice required therein was given timely, or unless the Owner waives the requirement, therefore. If the adjustment cannot be agreed upon, the dispute shall be decided pursuant to the paragraph entitled “Disputes”.

D. It is recognized by the parties hereto and agreed by them that the Specifications and Drawings may not be complete or free from errors, omissions and imperfections or that they may require changes or additions in order for the Work to be completed to the satisfaction of Owner and that, accordingly, it is the express intention of the parties, notwithstanding any other provisions in this Contract, that any errors, omissions or imperfections in such Specifications and Drawings, or any changes in or additions to same or to the Work ordered by Owner and any resulting delays in the Work or increases in Contractor’s costs and expenses arising out of such errors, shall not constitute or give rise to any claim, demand or cause of action of any nature whatsoever in favor of Contractor, whether for breach of Contract, or otherwise; provided, however, that Owner shall be liable to Contractor for the sum stated to be due Contractor in any Change Order approved and signed by both parties, it being agreed hereby that such sum, together with any extension of time contained in said Change Order, shall constitute full compensation to Contractor for all costs, expenses and damages to Contractor, as permitted under Tex. Gov’t Code, Chapter 2260.

E. Unit Prices: If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a Proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to Owner or Contractor, the applicable unit prices shall be equitably adjusted as agreed to by the parties and incorporated into a Change Order.

F. Any unexpected circumstance which necessitates an immediate change in order to avoid a delay in progress of the Work may be expedited by verbal communication authorization between Contractor and Owner, with written confirmation following within twenty-four (24) hours. A limited scope not to exceed estimate of costs and time will be requested prior to authorizing Work to proceed. Should the estimate be impractical for any reason, ODR may authorize the use of detailed cost records of such Work to establish and confirm the actual costs and time for documentation in a formal change order.

G. Pricing Change Order Work: The amounts that Contractor and/or its Subcontractor adds to a Change Order for profit and overhead will
also be considered by Owner before approval is given. The amounts established hereinafter are the maximums that are acceptable to Owner.

1. For Work performed by its forces, Contractor will be allowed their actual costs for materials, the total amount of wages (including benefits) paid for labor, plus the total cost of State and Federal payroll taxes and of worker’s compensation and comprehensive general liability insurance, plus additional bond and builders risk insurance cost if the change results in an increase in the premium paid by Contractor. To the total of the above costs, Contractor will be allowed to add a percentage as noted below to cover overhead and profit combined. Allowable percentages for overhead and profit on any specific change shall not exceed fifteen (15) percent for the first $10,000 of value for self-performed Work or portion thereof, ten (10) percent for the second $10,000 of value for self-performed Work or portion thereof and seven and a half (7.5) percent for any value of the self-performed Work that exceeds $20,000.

2. For subcontracted Work each affected Subcontractor shall figure its costs, overhead and profit as described above for Contractor’s Work, all Subcontractor costs shall be combined, and to that total Subcontractor cost Contractor will be allowed to add a maximum mark-up of ten (10) percent for the first $10,000 of subcontracted Work value or portion thereof, seven and half (7.5) percent for the second $10,000 of subcontracted Work value or portion thereof, and five (5) percent for any value of the subcontracted Work exceeding $20,000.

3. All proposed costs for change order Work must be supported by itemized accounting of material, equipment and associated itemized installation costs in sufficient detail, following the outline and organization of the established Schedule of Values, to permit analysis by A/E and ODR using current estimating guides and/or practices. Photocopies of Subcontractor and vendor proposals shall be furnished unless specifically waived by ODR. Contractor shall provide written response to a change request within twenty-one (21) days of receipt.

2.11 DELAYS AND EXTENSION OF TIME

A. The Contractor may be granted an extension of time because of changes ordered in the Work or because of unforeseeable delays not within the control of or arising from the fault of either the Contractor or Owner caused by the following:

1. Unusual delay in the delivery of materials, components or equipment to be incorporated into the Work. Strikes and labor
disputes (but not the availability of adequately skilled labor, unless such impact is caused solely by the conduct of the Owner);

2. Physical damage to the Work caused by circumstances beyond the control of the Contractor;

3. War, civil unrest or insurrection;

4. Other unforeseeable causes beyond the control of either the Contractor or the Owner, including inclement weather, but not for delays that merely extend the duration of non-critical activities, or which consume only float without delaying the project completion date.

B. Claims or extensions of time must be made in writing within thirty (30) calendar days after the onset of the event or circumstance giving rise to the delay, except in the case of inclement weather, claims for which shall be submitted in writing within 30 calendar days after cessation of the cause of the delay. All time extension claims shall be supported by sufficient written evidence to justify the claim. In the case of a continuing cause of delay, only one claim is necessary. Claims for extensions of time shall be stated in numbers of whole calendar days. In case of claims for extension of time because of inclement weather, such extension of time shall be granted only because such inclement weather prevented the execution of major or critical path items of Work.

2.12 NO DAMAGES FOR DELAY

THE CONTRACTOR HAS NO CLAIM FOR MONETARY DAMAGES FOR DELAY OR HINDRANCES TO THE WORK FROM ANY CAUSE, INCLUDING WITHOUT LIMITATION ANY ACT OR OMISSION OF OWNER.

2.13 OWNER'S INSPECTION – QUALITY ASSURANCE

A. The Owner will employ a Project Inspector who will periodically inspect and observe the construction progress, procedures, and materials of the Contractor for the purpose of providing quality assurance for the Owner. Such observations by Owner shall not be construed as construction supervision nor indication of approval of the manner or location in which the Work is being performed as being a safe practice or place. The Contractor shall offer full cooperation to facilitate these observations and shall be responsive to questions from the Owner's Inspector regarding methods, equipment, materials, and intentions in pursuing the Work or any particulars thereof.

B. Contractor shall notify Inspector when Work is ready for inspection or testing. It shall be Contractor's responsibility to give such notifications sufficiently in advance of other Work to prevent delays. A minimum of
five (5) working days advance notice is required, and Contractor shall include in his Work schedule such notice periods for inspections and/or testing. Failure to do so shall cause any certifications of testing to be void and require the Contractor to re-test at the Owner’s request. All expenses for re-testing shall be borne by the Contractor.

C. Tests cannot be conducted, and Work cannot be covered up until the Inspector observes and authorizes continuation of Work. The Contractor shall bear all costs for re-tests and for removal and replacement of construction resulting from unauthorized continuation.

D. Should ODR fail to make the necessary inspection within the agreed period, Contractor may proceed with cover-up Work after making every reasonable effort to contact the ODR and after documenting the Work but is not relieved of responsibility for Work to comply with requirements of the Contract Documents.

E. If applicable, all permanent utilities shall be connected before final tests are conducted for equipment and systems. Final operational tests shall be conducted prior to project acceptance by the Owner. The Contractor shall provide the materials, energy, equipment and personnel to conduct the tests required in the contract.

F. If the Owner rejects materials that have been incorporated into the project, any testing performed to prove compliance will be at the expense of the Contractor.

G. No Work shall be performed on weekends or State-designated holidays unless approved by the inspector.

2.14 UNDERGROUND OBSTACLES

The approximate location of existing underground improvements and utilities is shown on the drawings according to the best information available to the Owner; in addition, the Contractor will make every effort to establish the exact location of such underground improvement or utility by contacting owners of same and by prospecting in advance of all trenching and subsurface excavations.

2.15 CUTTING AND PATCHING

Where indicated in the construction documents, this project requires cutting into existing construction for the performance of the Work and requires subsequent fitting and patching to restore the existing Work to original condition.

A. Utilities:
1. Do not cut and patch utilities until all necessary approvals and coordination requirements are accomplished.

2. Before cutting services, which are to remain permanently or temporarily in service, provide by-pass system as necessary to maintain service.

3. After by-pass and cutting, cap, valve or plug and tightly seal remaining portion of service piping or conduit to prevent entrance of moisture and foreign matter.

B. Structural Work:

Do not cut and patch structural Work in a manner that would result in a reduction of load-carrying capacity or of load-deflection ratio.

C. Inspection:

Before cutting, examine items to be cut and patched and the conditions under which the Work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding with the Work. Meet at the Work site with all trades involved in cutting and patching. Review areas of potential interference and conflict between the various trades. Coordinate layout of the Work and resolve potential conflicts before proceeding with the Work.

2.16 CLEAN-UP

The Contractor shall remove all waste products, dust, dirt, debris, packaging, trash, fingerprints, grease containers, and other deleterious materials and marks from the site upon completion of the Work. Refer to individual specification sections for special cleaning required by that section. Contractor is expected to leave the project in spotless, “like new” condition.

2.17 CONTRACT COMPLETION

A. Unless specifically stated as “working day,” the term “day” or “calendar day” shall mean every day of the calendar year. Along with the Work Progress Schedule, the Contractor shall submit his schedule for normal working days.

B. **Liquidated Damages:** The Owner has determined that the completion of the work in this contract is critical to the proper operation of the facility, and the Contractor’s failure to complete the work within such time will cause damage to the Owner. Since exact damages are difficult to determine or forecast, the sum of **$339.22** per calendar day is hereby established by the parties as a reasonable estimate of just compensation.
to the Owner for the failure of the Contractor to complete the work by the
time set forth in the contract or authorized extension thereto. Said sum
will be deducted from the money due or to become due to the Contractor,
not as a penalty but as liquidated damages from added expense, including
administrative and inspection costs, for each and every calendar day the
work or any portion thereof remains incomplete after the expiration of
the time limit set in the contract or authorized extension.

C. Charges for liquidated damages will begin accumulating on the first
calendar day following the final contract completion date and continue
until the date of final acceptance as established by the Owner. Final
acceptance will not be issued until all punch list items have been
completed.

D. Expiration or termination of the contract for any reason does not release
Respondent from any liability or obligation set forth in the contract that
is expressly stated to survive any such expiration or termination, that by
its nature would be intended to be applicable following any such
expiration or termination, or that is necessary to fulfill the essential
purpose of the contract, including without limitation the provisions
regarding warranty, indemnification, confidentiality, and rights and
remedies upon termination.

2.18 AS-BUILT DOCUMENTS

The Contractor shall set aside one set of construction drawings and
specifications to be used for keeping a record of all changes made during
construction. The Contractor shall be responsible for keeping these drawings
and specifications current and neatly noting with colored pencil or ink the
actual conditions of the Work and show and reference all changes made during
construction. These drawings will be checked once each month by the Owner
and partial payments will not be made to the Contractor until the Owner
verifies that the records are being properly kept. Such inspections shall not
constitute review or approval of the as-built documents for accuracy or
completeness. These construction drawings shall be turned over to the Owner
at the completion of the project. Final payment will not be made until these
documents have been received and approved by the Owner.

2.19 TERMINATION FOR DEFAULT

A. The Owner may, without prejudice to any right or remedy terminate the
employment of the Contractor and take possession of the site and of all
materials, equipment, tools, construction equipment and machinery
thereon owned by the Contractor, under the following circumstances:

1. Persistent or repeated failure or refusal, except during complete
or partial suspensions of Work authorized under the Contract
Documents, to supply enough properly skilled workmen or proper materials;

2. Persistent disregard of laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, including Owner;

3. Persistent failure to prosecute the Work in accordance with the Contract Documents, and to ensure its completion within the time, or any extension thereof, specified in this contract;

4. Failure to remedy defective Work condemned by the Owner;

5. Failure to pay subcontractors, laborers, materialmen and suppliers pursuant to Texas Government Code Chapter 2251;

6. Persistent endangerment, by the Contractor or its Subcontractors or other vendors, of the safety of labor or of the Work itself;

7. Failure to maintain statutory bonds, if applicable and required herein, or failure to maintain insurance as required herein; or

8. Any other material breach of the Contract.

9. Contractor’s insolvency, bankruptcy, or demonstrated financial inability to perform the Work.

B. The Owner reserves the right to terminate at any time for any of the above-listed reasons or causes. Owner’s failure to exercise the right to terminate in any instance or for any proper reason shall not be construed as waiver of the right to do so in any other instance or for any other proper reason.

C. The Owner shall give the Contractor and its Surety (if applicable) fifteen (15) days’ prior written notice of its intent to terminate for any of the above reasons. If the Contractor or the Surety demonstrates, to the satisfaction of the Owner, that the condition or conditions upon which the notice of termination is based have been removed, corrected, or will not recur, then the Owner shall rescind the notice and the Contract shall continue unmodified, and the Contractor shall not be entitled an extension of time. Should the Contractor or the surety fail to so demonstrate within thirty days following receipt of such notice, or fail to satisfy the Owner that the condition or conditions upon which the notice of termination is based have been removed, corrected, or will not recur, the Owner may arrange for completion of the Work and deduct the cost thereof from the unpaid Contract sum remaining, including the cost of additional Architect/Engineer services made necessary by such default or neglect, in which event no further payment shall then be made to
the Contractor, by the Owner until all costs of completing the Work shall have been paid. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Architect/Engineer’s additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor or his surety shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract. The Owner reserves the right, where the Contract is terminated for cause, to take assignment of any and all contracts between the Contractor and its Subcontractors, vendors and suppliers, and the ODR shall promptly notify the Contractor of the contracts the Owner elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to affect such assignment.

2.20 TERMINATION FOR CONVENIENCE OF OWNER

Prior to, or during the performance of the Work, the Owner reserves the right to terminate the Contract for unforeseen causes not limited to court orders, loss of funding, acts of the federal government to discontinue the Work, etc., that may occur and render the Owner’s continued performance of the Contract impossible or illegal. Upon such an occurrence, the following procedures will be adhered to:

A The Owner will immediately notify the Contractor in writing, specifying the reason for and the effective termination date of the Contract. Such notice shall also contain any instructions necessary for the protection, storage or decommissioning of incomplete Work or systems, and for safety;

B After receipt of the notice of termination, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the contract and shall:

1. Stop all Work;

2. Place no further subcontracts or orders for materials or services;

3. Terminate all subcontracts for convenience;

4. Cancel all material and equipment orders as applicable;

5. Take action that is necessary to protect and preserve all property related to this Contract which is in the possession of the Contractor.

C Within 30 days of the notice of termination, the Contractor shall submit the final termination settlement proposal to the Owner based upon costs up to the date of termination, any provable loss (excluding anticipated
profits and the cost for preparation of the final termination settlement proposal). If the Contractor fails to submit the proposal within the time allowed, the Owner may determine the amount due to the Contractor because of the termination and shall pay the determined amount to the Contractor.

If the Contractor and the Owner fail to agree on the settlement amount, the matter will be handled as a dispute through administrative procedures as established in paragraph entitled “Disputes” of these Terms and Conditions (Construction).

### 2.21 WARRANTY OF CONSTRUCTION

A. Contractor warrants to the Owner that all Work shall be executed in accordance with the Contract Documents, complete in all parts and in accordance with approved practices and customs, and of the best finish and workmanship. Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new. The Owner may, at its option, agree in writing to waive any failure of the Work to conform to the Contract Documents, and to accept a reduction in the Contract Price for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, however, the Contractor’s obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute and is not waived by any inspection or observation by the Owner, Architect/Engineer or others, by making any progress payment or final payment, except as provided in §19, by the use or occupancy of the Work or any portion thereof by the Owner, at any time, or by any repair or correction of such defect made by the Owner.

B. Except as otherwise specified, the Contractor shall repair all defects in materials, equipment or workmanship appearing within one year from the date of Substantial Completion of the Work as a whole. Upon receipt of written notice from the Owner of the discovery of any defects, the Contractor shall promptly and at its own cost remedy the defects and replace any property damaged therefrom. In case of emergency where delay would cause serious risk of loss or damage to the Owner, or if the Contractor, after notice, fails to proceed promptly and remedy within fifteen (15) days or within another period of time which has been agreed to in writing, in compliance with the terms of the warranty and guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expenses incurred.

C. Where a particular piece of equipment or component of the Work for which a separate warranty is required under the Contract Documents is placed in continuous service before Substantial Completion, the date of service commencement shall be certified by the Architect/Engineer and the Warranty Period for that equipment or component shall run from the
date so certified. In addition to the Contractor’s warranty and duty to repair, as set forth in herein, the Contractor expressly assumes all warranty obligations required under the Contract Documents for specific building components, systems and equipment. The Contractor may satisfy any such obligation by obtaining and assigning to the Owner a complying warranty from a manufacturer, supplier, or subcontractor. Where an assigned warranty is tendered and accepted by the Owner which does not fully comply with the requirements of the Contract Documents, the Contractor shall remain liable to the Owner on all elements of the required warranty that are not provided by the assigned warranty.

PART THREE – CONTRACT CLAUSES

3.01 INDEMNIFICATION AND HOLD HARMLESS

A. Indemnification of Owner

The Contractor covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the Owner and the elected officials, employees, officers, directors, volunteers, and representatives of the Owner, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the Owner directly or indirectly arising out of, resulting from or related to Contractor’s activities under this Contract, including any acts or omissions of Contractor, any agent, officer, director, representative, employee, consultant or the Subcontractor of Contractor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Contract. The indemnity provided for in this paragraph does not apply to any liability resulting from the negligence of the Owner, officers or employees, separate Contractors or assigned contractors, in instances where such negligence causes personal injury, death or property damage. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

1. The provisions of this Indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

2. Promptly advise the Owner in writing of any claim or demand against the Owner or the Contractor known to the Contractor
related to or arising out of the Contractor’s activities under this Contract.

3.02 NON-APPROPRIATION OF FUNDS

The contract is subject to termination or cancellation, without penalty to TPWD, either in whole or in part, subject to the availability of state funds. TPWD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TPWD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TPWD’s or contractor’s delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TPWD will not be liable to contractor for any damages, which are caused or associated with such termination, or cancellation and TPWD will not be required to give prior notice.

3.03 ANTIQUITIES

Contractor shall take precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature shall be disturbed without written permission of Owner and the Texas Historical Commission. When such objects are uncovered unexpectedly, the Contractor shall stop all Work in close proximity and notify the ODR and the Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities, as defined in Chapter 191, Texas Natural Resource Code, discovered on the Owner’s property shall remain property of State of Texas, the Texas Historical Commission. It is determined by Owner, in consultation with the Texas Historical Commission that exploration or excavation of primitive records or antiquities on Project Site is necessary to avoid loss, Contractor shall cooperate in salvage work attendant to preservation.

3.04 PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT

A. Any proprietary, trade secret or otherwise confidential information Bidder includes in its Bid must be clearly labeled as proprietary or confidential information, and Bidder must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim the entire Bid is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Bid subject to release under the PIA. In order for the Owner to initial the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Bid that are considered by the Bidder to be proprietary or confidential must be clearly labeled as described herein. Any information which is not
clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

B. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (“the Texas Public Information Act”).

C. In accordance with Section 2252.907 of the Texas Government Code, Bidder is required to make any information created or exchanged with the State pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no charge to the state. Bidder will make sure information not excepted from disclosure available in an electronic format that is accessible to the public unless Contractor receives written approval from Owner to provide information in a different format, and such approval becomes a part of this Contract.

3.05 CONTRACTING INFORMATION RESPONSIBILITIES

In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Owner for the duration of the contract, (2) promptly provide to the Owner any contracting information related to the contract that is in the custody or possession of the Contractor on request of the Owner, and (3) on termination or expiration of the contract, either provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the Contractor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

3.06 RIGHT TO AUDIT/RECORDS RETENTION

Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office, TPWD or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by the Contractor or any other entity or person directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the
direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Contractor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor shall ensure that this paragraph concerning the State’s authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Contractor shall maintain all such documents and other records relating to this Contract and the State’s property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the work of this Contract. Contractor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TPWD and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor. Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State’s work as requested. Contractor’s failure to comply with this Section shall constitute a material breach of this Contract and shall authorize TPWD and the State of Texas to immediately assess appropriate damages for such failure.

3.07 IMMIGRATION REFORM

The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) enacted on September 30, 1996.

3.08 CIVIL RIGHTS

The Contractor agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. The Contract shall comply with Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246 relating to Equal

3.09 FEDERAL, STATE AND LOCAL REQUIREMENTS

Contractor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2’s to common law employees. Contractor is responsible for both federal and State unemployment insurance coverage and standard Worker’s Compensation insurance coverage. Contractor shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Contractor or its employees for any Unemployment or Worker’s Compensation coverage or federal or State withholding requirements. **Contractor shall indemnify the State of Texas and shall pay all costs, penalties or losses resulting from Contractor’s omission or breach of this Section.**

3.10 SEVERABILITY CLAUSE

If any provision of this Contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will remain in full force and effect.

3.11 SOVEREIGN IMMUNITY

Nothing in this Contract shall be construed as a waiver of the Owner’s or the State’s sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to the Owner or the State of Texas. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies or immunities available to the Owner or the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The Owner does not waive any privileges, rights, defenses or immunities available to the Owner by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

3.12 DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com Code, Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject allegations.
of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings.

3.13 FELONY CRIMINAL CONVICTIONS

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred, Contractor has fully advised the Owner in writing of the facts and circumstances surrounding the convictions.

3.14 ASSIGNMENTS

The Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the Owner. Any attempted assignment in violation of this provision is void and without effect.

3.15 INDEPENDENT CONTRACTOR

Contractor and Contractor's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the contract. Neither Contractor nor Owner is an agent of the other and neither may make any commitments on the other party's behalf. Should Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), Owner is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract. Contractor shall have no claim against Owner for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The contract shall not create any joint venture, partnership, agency, or employment relationship between Contractor and Owner.

3.16 PATENTS, TRADEMARKS OR COPYRIGHTS

Contractor agrees to defend and indemnify the Owner and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the Owner’s or the State’s use of any good or service provided by the Contractor as a result of this solicitation.

3.17 FORCE MAJEURE

Neither Contractor nor Owner shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by
force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. The Owner may grant relief from performance of contract if the Contractor is prevented from performance by such an act. The burden of proof for the need of such relief shall rest upon the Contractor. To obtain release based on force majeure, the Contractor shall file a written request with the Owner.

3.18 DISASTER RECOVERY PLAN:

Upon request of Owner, Contractor shall provide descriptions of its business continuity and disaster recovery plans.

3.19 U.S. DEPARTMENT OF HOMELAND SECURITY’S E-VERIFY SYSTEM

Contractor certifies that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security’s E-Verify system to determine the eligibility of:

A. All persons employed to perform duties within Texas, during the term of the Contract; and

B. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of Texas Parks and Wildlife Department, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor’s subcontractors, as proof that this provision is being followed.

If it is determined that Contractor has violated the certifications set forth in this Section, then (1) Contractor shall be in breach of contract, (2) TPWD shall have the option to terminate the contract for cause without prior notice, and (3) in addition to any other rights or remedies available to TPWD under the contract, Contractor shall be responsible for all costs incurred by TPWD to obtain substitute services to replace the terminated Contract.

3.20 NAME CHANGES AND SALES
If the Contractor changes its name or is sold to another entity, it must provide written notification to TPWD. The Contractor, in its notice, shall describe the circumstances of the name change or sale, state its new name, provide the new Tax Identification Number, and describe how the change will impact its ability to perform the Contract. If the change entails personnel changes for personnel performing the responsibilities of the Contract for the Contractor, the Contractor shall identify the new personnel and provide resumes to TPWD, if resumes were originally required by the Solicitation. TPWD may request other information about the change and its impact on the Contract and the Contractor shall supply the requested information within five (5) working days of receipt of the request.

TPWD may terminate the Contract due to a sale of or change to the Respondent that materially alters the Respondent’s ability to perform under the Contract. The TPWD has the sole discretion to determine if termination is appropriate.

3.21 CYBERSECURITY TRAINING

Contractor shall ensure that any Contractor employee or subcontractor employee who has access to a state computer system or database shall complete a cybersecurity training program certified under Section 2054.519 of the Texas Government Code. Such training is required to occur during the contract term and the renewal period. Contractor shall provide Owner with verification of the completion of the requisite training.

3.22 DAMAGE TO GOVERNMENT PROPERTY

In the event of loss, destruction or damage to any Agency or State of Texas property by Respondent or Respondent’s employees, agents, subcontractors, and suppliers, Respondent shall be liable to Agency and the State of Texas the full cost of repair, reconstruction or replacement of the lost, destroyed or damaged property. Respondent will reimburse Agency and the State of Texas for such property damage within ten (10) calendar days after Respondent’s receipt of Agency’s notice of amount due.

3.23 RESERVED
Chapter 2258, Texas Government Code, Title 10 requires that state agencies, (including universities), cities, counties, independent school districts, and all other political subdivisions that engage in public works construction projects produce and include prevailing wage rate determinations in the project bidding and contract documents.

Chapter 2258 requires that the contractor who is awarded a contract by a public body and a contractor’s subcontractor shall pay not less than the rates determined by such state agencies to workers employed for the execution of such work. Pursuant to Chapter 2258, Texas Parks and Wildlife has ascertained the following wages to be paid for the various classifications of workers, in the locality of this project. In determining these wages, TPWD has utilized the Prevailing Wage Rates as determined by the U.S. DOL in accordance with the Davis-Bacon Act.

"General Decision Number: TX20210192 03/12/2021

Superseded General Decision Number: TX20200192

State: Texas

Construction Type: Building


BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage
rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number       Publication Date
0                        01/01/2021
1                        03/12/2021

* ASBE0021-012 08/01/2017

BAYLOR AND WILBARGER COUNTY

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Baylor, Cottle, Dickens, Hockley, Knox, Stonewall, Wilbarger, and Yoakum Counties

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Jack County

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<td>OPERATOR: Forklift</td>
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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

Project Number MR110225
Contract Number _______

KNOW ALL MEN BY THESE PRESENTS:

That we, __________________________________________________________________________, as PRINCIPAL,
and _____________________________________________________________________________, as SURETY(IES),

Surety Address: ___________________________________________________________________________________________
Surety Phone:     __________________________________________  Surety Fax:_______________________________________

are hereby held and firmly bound unto the State of Texas in the penal sum of: ____________________________________________ Dollars ($___________)

for the payment, whereof, the said PRINCIPAL and SURETY(IES) bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the PRINCIPAL entered into a certain contract dated ________________, 20__, hereto attached, and made a part hereof, with the State of Texas, acting by and through the Texas Parks and Wildlife Department, to commence and complete certain public works described as:

Officer's Quarters Stabilization and Weatherization, Ft. Richardson SHS, Jack County, Texas

NOW THEREFORE, the conditions of this obligation are such that, if the PRINCIPAL shall promptly make payment to all claimants as defined in TITLE 10, TEXAS GOVERNMENT CODE, CHAPTER 2253, as amended, supplying labor and materials in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the SURETY(IES) being hereby waived, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and materials in the prosecution of the work provided for in said contract, and all such claimants shall have a direct right to action under the bond as provided in TITLE 10, TEXAS GOVERNMENT CODE, CHAPTER 2253, as amended.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this ______ day of ________________, 20__, the name and corporation seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL
BY_________________________________

SURETY
BY_________________________________
AGREEMENT BETWEEN OWNER AND CONTRACTOR

STATE OF TEXAS
COUNTY OF TRAVIS

THIS AGREEMENT made this _____ day of ______________, 20__ by and between the STATE OF TEXAS, acting through the TEXAS PARKS AND WILDLIFE DEPARTMENT, hereinafter called the OWNER, and INSERT CONTRACTOR COMPANY NAME, hereinafter called the CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter described, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete certain public works described as: MR11025, Officer's Quarters Stabilization and Weatherization at Ft. Richardson State Historic Site (SHS), Jack County, Texas, for the use and benefit of the OWNER as described in the Invitation for Bids and Contract Documents and Contract Documents prepared by TEXAS PARKS AND WILDLIFE DEPARTMENT. Contract Documents include all parts of this Invitation for Bids, including but not limited to, Specifications, Scope of Work, Terms and Conditions for Project Number MR11025. The Contract Documents are hereby incorporated by reference into this Contract Number __________/ Purchase Order Number _____________.

In the event that there is a conflict, this contract and its attachments take priority over all other documents. Following the contract in order of priority are the Terms and Conditions, Invitation for Bids and Contract Documents, and Contractor's Bid.

The consideration to be paid by the OWNER to the CONTRACTOR for furnishing all the materials, supplies, machinery, equipment, tools, labor, superintendence, insurance, and other accessories and services necessary to complete the said Project in accordance with the Contract Documents is the not to exceed amount of INSERT AMOUNT Dollars and No Cents ($xxx,xxx.xx).

Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto and shall become effective on the date designated by such law or by regulation.

The CONTRACTOR hereby agrees to complete all work within ninety (90) calendar days, commencing on the date specified in OWNER'S written "Notice to Proceed." Time is of the essence with this contract.

Payments by OWNER shall be warrants issued by the Comptroller of Public Accounts out of monies appropriated to the Texas Parks and Wildlife Department for such purpose and shall be made upon OWNER'S acceptance of all portions of work as prescribed in the Specifications.
Subject to Texas Government Code, Section 2260.002, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and set forth below in subsections (a)-(d) shall be used by the parties to attempt to resolve all disputes arising under this contract. In accordance with the Texas Civil Practice and Remedies Code, Section 114.005, the parties agree claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d).

(a) Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Respondent’s claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Respondent may make a claim against Agency for breach of contract and the Agency may assert a counterclaim against the Respondent as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Respondent must provide written notice to Agency of a claim for breach of the contract not later than the 180th day after the date of the event giving rise to the claim.

The notice must state with particularity:

(1) the nature of the alleged breach;
(2) the amount the Respondent seeks as damages; and
(3) the legal theory of recovery.

(b) The chief administrative officer, or if designated in the contract, another officer of the Agency, shall examine the claim and any counterclaim and negotiate with the Respondent in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

(c) If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party’s rights under this contract as to the parts of the claim that are not resolved.

(d) If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with Agency, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Respondent’s sole and exclusive process for seeking a remedy for an alleged breach of contract by the Agency if the parties are unable to resolve their disputes as described in this section.

(e) Nothing in the contract shall be construed as a waiver of the state’s or the Agency’s sovereign immunity.

This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel.
Agency does not waive any privileges, rights, defenses, or immunities available to Agency by entering into this contract or by its conduct, or by the conduct of any representative of Agency, prior to or subsequent to entering into this contract.

(f) Compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Respondent:

(1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or
(2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

**Notices.** Notices of claims or disputes or other legal notices required by this Agreement shall be sent to the following persons at the indicated locations.

If to Owner: Mandy Holcomb, Sr. Contract Manager
Texas Parks and Wildlife Department
4200 Smith School Road
Austin Texas, 78744

With Copies to: Sara Schmidt, Project Manager
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744

Todd George, Attorney, Legal Division
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744

If to Contractor:

<table>
<thead>
<tr>
<th>Name</th>
<th>Company Name</th>
<th>Address</th>
<th>Address</th>
</tr>
</thead>
<tbody>
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</table>

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

**Party Representatives.** The Owner's Designated Representative authorized to act in the Owner's behalf with respect to the Project is:

Sara Schmidt, Project Manager
Texas Parks and Wildlife Department
4200 Smith School Road
Austin Texas, 78744
Email: sara.schmidt@tpwd.texas.gov
The Contractor’s designated representative authorized to act on the Contractor’s behalf and bind the Contractor with respect to the Project is:

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Company Name</td>
</tr>
<tr>
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<td>Address</td>
</tr>
<tr>
<td>Email</td>
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<tr>
<td>Phone No.</td>
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The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction in Travis County, Texas unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting agency. All payments under this Contract shall be due and payable in Travis County, Texas.

The Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States 15 U.S.C.A. SEC. 1 et. seq. (1973).

This Agreement is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature or otherwise made available to the Texas Parks and Wildlife Department for the specified services under this Agreement.

The said parties for themselves, their heirs, successors, executors, administrators, and assigns, do hereby agree to full performance of the covenants herein contained.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original, in the day and year first above written.

Signatures follow on the next page
Contractor:

By: ___________________________ Date ___________________________

Title: ___________________________

Owner: Texas Parks and Wildlife Department

By: ___________________________ Date ___________________________

Title: ___________________________
CONTRACTOR’S PROGRESS PAYMENT AFFIDAVIT

STATE OF TEXAS

COUNTY OF _____________

BEFORE ME THE UNDERSIGNED AUTHORITY, on this day personally appeared the Affiant named below who being duly sworn, on oath, says that he/she is a duly authorized representative of the company named below; and that all terms of the Contract for the completion of certain public works described as Project No. MR11025, Officer’s Quarters Stabilization and Weatherization at Ft. Richardson State Historic Site (SHS), Jack County, Texas have been satisfactorily completed to the extent indicated on the attached voucher and that ALL sums of money due for payrolls, bills for material and equipment, and other indebtedness connected with the Work for which OWNER or its property might in any way be responsible, to the best of his/her knowledge and belief have been paid or will be paid or otherwise satisfied within ten days after receipt of the requested payment from the OWNER, or within the period of time required by Title 10, Texas Government Code, Section 2251.022.

<table>
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<th>Affiant</th>
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</tr>
</thead>
<tbody>
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Affiant agrees to indemnify and hold Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project. Affiant further agrees to indemnify and hold harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project.

Payments to subcontractors for labor and/or materials which are pending or disputed as of the date hereof are:

<table>
<thead>
<tr>
<th>Individual or Company Name</th>
<th>Mailing Address</th>
<th>Amount Owed</th>
</tr>
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<tbody>
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INSTRUCTIONS: Affidavit must be signed by an individual owner, or partner in a partnership, or by a person authorized by bylaws or Board of Directors to sign for a corporation. If Contractor is a joint venture or partnership of individuals, either may sign, but if a joint venture in which a corporation is a party, separate affidavits must be executed by each corporation and by each individual owner or partnership.

___________________________________________
Affiant Signature

Sworn to and subscribed before this ____ day of ___________________, 20____

(SEAL) _________________________________________
Notary Public in and for ____________ County, TX
CONTRACTOR’S FINAL PAYMENT AFFIDAVIT

STATE OF TEXAS
COUNTY OF _____________

BEFORE ME THE UNDERSIGNED AUTHORITY, on this day personally appeared the Affiant named below who being duly sworn, on oath, says that he/she is a duly authorized representative of the company named below; and that all terms of the Contract for the completion of certain public works described as Project No. MR11025, Officer’s Quarters Stabilization and Weatherization at Ft. Richardson State Historic Site (SHS), Jack County, Texas have been satisfactorily completed and that ALL sums of money for payrolls, bills for material and equipment, and other indebtedness connected with the Work for which Owner or its property might in any way be responsible, to the best of his/her knowledge and belief, have been paid or will be paid or otherwise satisfied within ten days after receipt of final payment from the Owner, or within the period of time required by Title 10, Texas Government Code, Section 2251.022.

<table>
<thead>
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<th>Affiant</th>
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<th>Company</th>
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Payments not made in full at the date of this affidavit are listed below. Affiant hereby waives all claims against the Owner. (List any exceptions):

Affiant agrees to indemnify and hold Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project. Affiant further agrees to indemnify and hold harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project.

Final payments to subcontractors for labor and/or materials which are pending or disputed as of the date hereof are:

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<th>Mailing Address</th>
<th>Amount Owed</th>
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INSTRUCTIONS: Affidavit must be signed by an individual owner, or partner in a partnership, or by a person authorized by bylaws or Board of Directors to sign for a corporation. If Contractor is a joint venture or partnership of individuals, either may sign, but if a joint venture in which a corporation is a party, separate affidavits must be executed by each corporation and by each individual owner or partnership. In the event subcontractors, laborers, or materialmen have not been paid in full, Contractor shall list hereon the amount owed and the name and address of each subcontractor, laborer, or materialman to whom such payment is owed. Add additional pages if required.

Affiant Signature

Sworn to and subscribed before this _____ day of __________________, 20_____

(SEAL)

Notary Public in and for __________ County, TX

Final Pay Affidavit_OF_039 (2020_0422)
CONSENT OF SURETY COMPANY TO FINAL PAYMENT

PROJECT
MR11025

TITLE OF PROJECT
Officer’s Quarters Stabilization and Weatherization

PROJECT LOCATION
Ft. Richardson State Historic Site (SHS)

OWNER:
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744

CONTRACTOR:
Name
Address
City, State, Zip
Code

SURETY COMPANY:
Name
Address
City, State, Zip
Code

on bond of, ___________________________________________, Contractor, hereby
approves of the final payment by Owner to Contractor on the above Contract and agrees that
final payment to the Contractor shall not relieve Surety Company of any of its obligations to
Owner as set forth in said Surety Company’s bond.

IN WITNESS WHEREOF, Surety Company has hereunto set its hand this _____ day of
________________, 20____

SURETY COMPANY:

By
________________________________________

Signature
________________________________________

Printed Name
________________________________________

Title
________________________________________

Consent of Surety_OF_ 040 (2020_0422)
Project Manual – 100% Construction Documents
May 25, 2021 (Revised: Revision 1 – 06-15-2021)
WJE No. 2021.0080.0

Prepared for:
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744

Prepared by:
Wiss, Janney, Elstner Associates, Inc.
9511 North Lake Creek Parkway
Austin, Texas 78717
512.257.4800 tel | 512.219.9883 fax
Texas Registered Engineering Firm F-0093
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SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Description of existing conditions and Work scope, and Contractor duties and use of premises.

1.2 OWNER/CONTRACTOR AGREEMENT

A. Perform Work under terms of the TPWD Terms and Conditions.

B. Owner: Texas Parks and Wildlife Department

C. Owner’s Representative: Sara Schmidt, Project Manager
   4200 Smith School Road
   Austin, Texas 78744

D. Engineer: Carl J. Larosche, P.E.
   Wiss, Janney, Elstner Associates, Inc.
   9511 North Lake Creek Parkway
   Austin, Texas 78717
   Phone: (512) 257-4800

1.3 CONTRACTOR DUTIES

A. Except as specifically noted, provide and pay for:
   1. Labor, materials, and equipment.
   2. Tools, construction equipment, and machinery.
   3. Water and power.
   4. Other facilities and services necessary for proper execution and completion of Work.
   5. Legally required sales, consumer, and use taxes.
   6. Permits, government fees, and licenses as necessary for proper execution and completion of Work.

B. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities having jurisdiction, which bear on performance of Work.
   1. Take necessary safety precautions to prevent injury to construction personnel, non-construction personnel, Owner’s property, and adjacent facilities.
   2. Give required notices.
   3. Products shall comply with local regulations, including environmental restrictions.
   4. Promptly submit written notice to Owner of observed variance of Contract Documents from legal requirements. It is not the Contractor's responsibility to make certain that Drawings and Specifications comply with codes and regulations.
      a. Assume responsibility for Work known to be contrary to such requirements, which is performed without notice.
C. Enforce strict discipline and good order among employees. Do not employ unfit persons or persons not skilled in their assigned tasks.

D. Provide 24-hour emergency contact information for Contractor and major subcontractors, including names and telephone numbers to TPWD Representatives.

1.4 PROJECT CONDITIONS

A. Description of Existing Structure:
   1. The supporting structure of the Fort Richardson Officer’s Quarters Building, original to the building, includes wood balloon framing and sandstone chimneys.
   2. The building was originally constructed in the late nineteenth century.

1.5 WORK SCOPE

A. The Work generally includes, but is not limited to the following:
   1. Chimney Dismantling:
      a. Thoroughly document the existing southwest chimney for future reference.
      b. Dismantle existing southwest chimney, cleaning and cataloging stones.
      c. Stack stones neatly on pallets for storage, documenting all stones that are stored on each pallet.
      d. Wrap pallet with material that will secure the stones and protect from weather induced deterioration.
   2. Exterior Wall Infill:
      a. Where the southwest chimney was removed, install temporary framing and building enclosure members.
      b. Extend floor joists to extend where chimney was removed. Install plywood as floor boards.
      c. Install wall stud framing where chimney was removed.
      d. Install wall sheathing on the exterior of the stud framing.
      e. Adhere weatherproofing felt on the exterior of the plywood sheathing.
      f. Install board and batten on the exterior of the weatherproofing felt. Paint to match original exterior.
   3. Temporary Roofing
      a. Install temporary roofing plywood and granular rolled roofing to provide a weather barrier on existing roof.

1.6 CONTRACTOR USE OF PREMISES

A. Confine operations at Site to areas permitted by law, ordinance, permits, and Contract Documents.

B. Install free-standing construction fence around Work area as designated in site map provided by the Owner’s Representative. Fence requirements are also annotated on this abovementioned site map.

C. The intended sequence of the project is to complete dismantling and cataloging of the chimney immediately followed by building weatherization. While onsite, installing roofing felt on roof.

D. Parking and staging are restricted to areas indicated in site maps by Owner’s Representative.
E. Any vehicular access for deliveries to the State Park must be coordinated in advance with the Owner’s representative. Unloading of large trucks shall happen at the staging area designated by Owner’s representative. Equipment and materials to be ferried in by rubber-tired vehicles only.

F. Owner will occupy premises outside of Work area during construction period.
   1. Cooperate with Owner to minimize conflicts and facilitate Owner usage.
   2. Perform Work to avoid interference with Owner’s day-to-day operations. Notify Owner’s Representative at least 72 hours in advance of activities that will affect Owner’s operations.
   3. Maintain vehicular, pedestrian, and emergency access to portions of facility that are in use. Keep entrances and exits clear of stored materials and construction equipment.
      a. Short interruptions in access may be permitted if approved in advance in writing by the Owner’s Representative.
      b. Schedule deliveries to minimize interruptions.
   4. Do not disturb Site outside of Work area.
   5. Minimize damage to building weatherproofing system during construction period, and promptly repair damage caused by construction operations.

G. Accessible routes on grounds must be kept open at all times.

H. Contractor shall have no additional storage or operational area outside of Work area and contractor staging, either inside or outside of building, except as approved in advance by Owner’s Representative.
   1. Construction equipment, tools, etc., shall not be stored in areas of Owner's continued use.
   2. Do not unreasonably encumber Site with materials or equipment.
   3. Do not load Project structure with weight that will endanger Project structure.
   4. Assume full responsibility for Site security and protection and safekeeping of products stored at Site.
   5. Obtain and pay for additional storage areas needed for operations.

1.7 SCHEDULE OF WORK

A. Refer to TPWD Terms and Conditions for weather delays.

B. Costs caused by ill-timed or defective work, or work not conforming to the Contract Documents, are the responsibility of the Contractor.

PART 2 - PRODUCTS [NOT USED]

PART 3 - EXECUTION

3.1 SITE WORK

A. Coordinate with Owner’s Representative and engineer for Construction Schedule.

B. Prior to beginning any repair work, submit plan for containing, collecting, and disposing of construction debris in safe manner.

C. Restore all Site items to their condition prior to start of construction after repairs have been completed.
END OF SECTION
SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes: Project coordination and supervision, meetings, schedules, and photographic documentation.

1.2 COORDINATION

A. Project has special requirements for coordinating Work because of following conditions.
   1. Detailed cataloging and documentation requirements.
   2. Regulatory requirements of the Texas Historical Commission.

B. Provide supervision, planning, scheduling, and control to perform Work and meet requirements of Contract Documents.
   1. Schedule and coordinate construction operations in sequence required to obtain best results.
   2. Notify affected parties in writing, as necessary, of special procedures required for coordination.
   3. Coordinate scheduling and timing of required administrative procedures to ensure orderly progress of Work. Such administrative activities include following:
      a. Preparation of construction schedule and Schedule of Values.
      b. Installation and removal of temporary facilities and controls.
      c. Delivery and processing of submittals.
      d. Progress and pre-installation meetings.
      e. Project closeout activities.

C. Notify Owner in advance of time when construction areas will be returned to Owner for use or when new Work areas are required. Refer to TPWD Terms and Conditions 2.13 for advance notice requirements.

1.3 SUPERVISION

A. Provide project superintendent at site during at all times of Work (Refer to TPWD Terms and Conditions 2.04). Superintendent shall be literate and fluent in English.

1.4 MEETINGS

A. General:
   1. Schedule and conduct meetings at site, unless otherwise indicated.
   2. Notify participants, others involved, and individuals whose presence is required, of date and time of meeting. Notify Owner and Engineer of scheduled meeting dates and times.
   3. Agenda: Prepare meeting agenda and distribute agenda to invited attendees.
   4. Minutes: Contractor will record significant discussions, agreements, and disagreements, and distribute meeting minutes to concerned parties, including Owner and Engineer, within seven days of meeting.
B. Pre-Construction Meeting:
   1. Attend pre-construction meeting before Work begins. Owner’s Representative, Engineer, and responsible representatives from major subcontractors and other concerned parties shall be present. Participants shall be familiar with Project and authorized to conclude matters relating to Work. TPWD will conduct the Pre-construction meeting.
   2. Describe in detail when each portion of Work is to be performed, based on construction schedule. Discuss phasing and critical work sequencing.
   3. Discuss following:
      a. Key personnel, including contact information, and their duties.
      b. Procedures for requests for interpretations, field decisions, and change orders.
      c. Submittal procedures.
      d. Procedures for processing Applications for Payment.
      e. Use of premises, including office and storage areas, parking availability, and Owner’s requirements.
      f. Work hours and restrictions.
      g. Deliveries and priorities.
      h. Temporary facilities and controls.
      i. Testing and inspecting requirements.
      j. Security procedures.
      k. Housekeeping procedures, including progress cleaning and construction waste management and recycling.
   4. Discuss questions that Contractor or subcontractors may have about Work or construction schedule.
   5. Engineer will interpret Contract Documents.
   6. Owner’s Representative will discuss partial occupancy and use of facility during construction and other Owner concerns.

C. Pre-Installation Meeting: Conduct pre-installation meeting before construction activities that require coordination with other construction. This can be in conjunction with the pre-construction meeting.
   1. Responsible representatives from Installer and manufacturers and fabricators involved in or affected by installation and its coordination or integration with other materials and installations that have preceded or will follow, shall be present.
   2. Review progress of construction and preparations for particular activity under consideration, including following:
      a. Contract Documents, including warranty requirements, requests for interpretations, and Change Orders.
      b. Regulations of public authorities having jurisdiction.
      c. Construction Schedule, including deliveries.
      d. Submittals, manufacturer’s written recommendations, and mockups.
      e. Temporary facilities and controls; space and access limitations; and protection of construction and personnel.
      f. Installation procedures, including weather limitations, coordination with other work, protection of adjacent work, compatibility concerns and possible conflicts, acceptability of substrates, testing and inspecting requirements, and required performance results.
   3. Include required corrective measures and actions in meeting minutes.
4. Do not proceed with installation if meeting was not successfully concluded. Initiate necessary actions to resolve impediments to performance of Work and reconvene meeting at earliest feasible date.

1.5 SCHEDULES

A. Refer to TPWD Terms and Conditions for schedules protocol.

1.6 PHOTOGRAPHIC DOCUMENTATION

A. For Work not including documenting and cataloging the chimney dismantling process, photograph existing conditions that are important to construction or that deviate substantially from Contract Documents; significant conditions that will be concealed by Work; finish surfaces that might be misconstrued as damage caused by removal or other Work operations; and immediate follow-up when on-site events result in construction damage or loss.

1. Photographs shall be in focus and shall clearly show condition.
2. Each image shall include date and time stamp, and unique sequential identifier.
3. Maintain complete set of photographs at site, with image log including:
   a. Name of Project.
   b. Unique sequential identifier.
   c. Date and time photograph was taken.
   d. Description of vantage point, indicating location, direction by compass point, and elevation or story of construction or key plan with photograph locations, or both.

B. Refer to specification 04 95 50 for description of documentation expectations for the chimney dismantling and cataloging process. Contractor to submit documentation and cataloging plan to Engineer for approval.

C. Within two days of taking photographs, submit complete digital-image electronic file with image log to Engineer and Owner’s Representative. Submit digital images exactly as originally recorded in camera, without alteration, manipulation, editing, or modification.

1. Submit photographs of pre-existing damage prior to beginning Work in area.

PART 2 - PRODUCTS [NOT USED]

PART 3 - EXECUTION [NOT USED]

END OF SECTION
SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Requirements for temporary utilities, support facilities, and protection and controls.

B. Pay for temporary utilities, support facilities, and protection and control measures unless otherwise indicated. Allow other entities to use temporary utilities and facilities without cost, including but not limited to Owner’s Representative, Engineer, and public authorities having jurisdiction.

1.2 REFERENCES

   1. Associated General Contractors of America (AGC).
      a. 200 - Recommended Practice for Installing and Maintaining Temporary Electric Power at Construction Sites.
      a. 70 - National Electric Code.

PART 2 - PRODUCTS [NOT USED]

PART 3 - EXECUTION

3.1 GENERAL

A. Comply with AGC Manual of Accident Prevention for Construction; applicable laws and governmental rules and regulations; and public authorities having jurisdiction.

B. Conditions of Use:
   1. Locate temporary services and facilities where they will serve Project adequately and result in minimum interference with performance of Work. Coordinate locations with Owner’s Representative.
   2. Provide temporary services and facilities ready for use when needed to avoid delay.
   3. Maintain temporary and existing services and facilities clean and neat, in good operating condition, and in condition acceptable to Owner.
   4. Relocate and modify temporary services and facilities as required by progress of Work.
   5. Enforce strict discipline in use of temporary services and facilities. To minimize waste and abuse, limit availability of temporary services and facilities to essential and intended uses.
6. Remove temporary services and facilities when no longer needed, but no later than Substantial Completion.
   a. Personnel remaining after Substantial Completion will be permitted to use permanent facilities under conditions acceptable to Owner.
   b. Restore site to condition existing before Project commencement.
   c. Materials and facilities that constitute temporary facilities are property of Contractor.

C. Provide temporary ladders, ramps, runways, stairs, scaffolding, staging, enclosures, hoists, rubbish chutes, and other construction aids as may be required for Work.

3.2 TEMPORARY FACILITIES

A. Parking: Construction personnel shall park in construction staging area or off-site as indicated on site map.


C. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
   1. Construction maintenance and operation shall be in accordance with public authorities having jurisdiction.
   2. Locate sufficient distance from exterior walls and protect walls to prevent damage.

3.3 TEMPORARY PROTECTION AND CONTROLS

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution, or other undesirable effects.
   1. Comply with applicable laws, governmental rules and regulations, and public authorities having jurisdiction with regard to noise, dust, pest, and pollution control.

B. Temporary Fencing:
   1. Tree and Plant Protection: Install free-standing temporary fencing located as indicated or outside drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
   2. Site Enclosure Fence: Before construction operations begin, provide site enclosure fence in manner that will prevent people and animals from easily entering site except by entrance gates. Fence to be in accordance with note on site map provided by Owner’s representative.
      a. Provide lockable entrances to prevent unauthorized entrances. Lock entrances during non-working hours. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide Owner with one set of keys.

C. Barricades, Warning Signs and Lights, and Traffic Controls: Provide and maintain barricades, warning signs and lights, and traffic controls. Provide traffic control as necessary for construction vehicles entering and leaving site, and for non-construction vehicles on or near site. Comply with requirements of public authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

D. Project Identification and Temporary Signs:
   1. Contractor to provide temporary directional signs for construction personnel and visitors.
2. Maintain signs so they are legible at all times.

   1. Provide portable, UL-rated fire extinguishers with class and extinguishing agent as required by locations and classes of fire exposures.
   2. Prohibit smoking on Project site.
   3. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of public authorities having jurisdiction.
   4. Store combustible materials in approved safety containers and enclosures, away from building if possible.
   5. Develop and supervise overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

F. Dust and Fume Control: Prevent dust, dirt, fumes, and odors from entering occupied areas.
   1. Provide and maintain floor-to-ceiling dustproof partitions to limit dust, dirt, fumes, and noise migration to occupied areas.

G. Noise Control: Perform Work in manner to minimize noise, during hours authorized by Owner’s Representative.

H. Existing Drains:
   1. Lawfully remove construction effluent from site. Do not allow construction debris to flow into existing drains or sewer systems.
   2. Rout or replace clogged drain lines at completion of Work.

   END OF SECTION
SECTION 01 56 39
TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

1.2 REFERENCES

A. American National Standards Institute (ANSI)
   1. ANSI A300 - Standard for Tree Care Operations

B. American Society for Testing and Materials (ASTM)
   1. ASTM F567 - Standard Practice for Installation of Chain-Link Fences

1.3 DEFINITIONS

A. Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings as either being outside the Limit of Construction or defined by a circle concentric with each tree approximating the tree dripline or root system.

1.4 SUBMITTALS

A. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.

1.5 PROJECT CONDITIONS

A. The following practices are prohibited within protection zones:
   1. Storage of construction materials, debris, or excavated material.
   2. Parking vehicles or equipment.
   3. Foot traffic.
   4. Erection of sheds or structures.
   5. Impoundment of water.
   6. Excavation or other digging unless otherwise indicated.
   7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

B. Do not direct vehicle or equipment exhaust toward protection zones.

C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.
PART 2 - PRODUCTS

2.1 MATERIALS

A. Protection-Zone Fencing: Free-standing fencing fixed in position and meeting the following requirements.
   1. Construction of Fencing shall be one of the following types:
      a. Chain-Link Protection-Zone Fencing: Galvanized-steel fencing fabricated from minimum 2-inch (50-mm) opening, 0.148-inch- (3.76-mm-) diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch- (60-mm-) OD line posts, and 2-7/8-inch- (73-mm-) OD corner and pull posts; with 1-5/8-inch- (42-mm-) OD top rails and 0.177-inch- (4.5-mm-) diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.
   2. Height of Fencing: 6-feet
   3. Gates: Swing access gates matching material and appearance of fencing, to allow for maintenance activities within protection zones, as indicated in site map.
   4. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes pre-punched and reinforced; legibly printed with nonfading lettering.

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

A. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

3.2 PROTECTION ZONES

A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones in a manner that will prevent people from easily entering protected area except by entrance gates.
   1. Chain-Link Fencing: Install to comply with ASTM F567 and with manufacturer's written instructions.
   2. Posts: Posts are to be on bases and not driven into ground.
   3. Access Gates: Install where indicated or required.

B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Engineer.

C. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Engineer.

D. Maintain protection-zone fencing and signage in good condition as acceptable to Engineer and remove when construction operations are complete and equipment has been removed from the site.

3.3 REPAIR AND REPLACEMENT

A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain that are damaged by construction operations, in a manner approved by Engineer.
1. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs, if required.
2. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
3. Perform repairs within twenty-four (24) hours.
4. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Engineer.

3.4 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove trash and debris, and legally dispose of them off Owner's property.

END OF SECTION
SECTION 01 74 23
FINAL CLEANING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Requirements for final cleaning.

B. Related Sections:
   1. 04 10 20 – Masonry Cleaning
   2. 04 95 50 – Masonry Cataloging and Dismantling
   3. 06 10 00 – Rough Carpentry
   4. 07 25 01 – Water-Resistive Barriers

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces. No cleaners containing a strong acid, such as muriatic/hydrochloric acid, are permitted.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations. Return adjacent surfaces and areas to condition existing before Work began.

B. In areas disturbed by construction activities, complete following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for portion of Project. Clean each surface or unit to condition expected in average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions. Employ experienced workers or professional cleaners.
   1. Remove tools, construction equipment, machinery, and surplus material from Project site.
   2. Clean Project site, yard, and grounds, including landscaped areas, of rubbish, waste materials, litter, and other foreign substances.
      a. Broom clean paved areas. Remove petrochemical spills, stains, and other foreign deposits.
      b. Rake grounds that are neither planted nor paved to smooth, even-textured surface.
   3. Clean exposed exterior and interior hard-surfaced finishes to dirt-free condition, free of stains, films, and similar foreign substances. Polish surfaces to achieve specified finish. Avoid disturbing natural weathering of exterior surfaces.
a. Touchup and otherwise repair and restore marred exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that show evidence of repair or restoration.
   1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
4. Clean and restore transparent and reflective surfaces, such as mirrors and glass in doors and windows, to their original condition. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
5. Remove labels that are not permanent.
6. Clean plumbing fixtures to sanitary condition, free of stains, including stains resulting from water exposure.
7. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
8. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
9. Sweep floors broom clean. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
10. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove paint and mortar droppings and other foreign substances.
11. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
12. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
13. Leave Project clean and ready for occupancy.

END OF SECTION
SECTION 04 01 20

MASTERY CLEANING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Overall cleaning of stone masonry.
   1. Purpose of cleaning is to remove as much mortar and other contaminants as possible
      without damaging the masonry.
   2. Mock-up cleaning trials are to be performed to allow for selection of final cleaning
      methods.

1.2 REFERENCES

A. Except as modified by Construction Documents, applicable portions of the latest editions of
   following reference documents shall govern the Work.
   1. ASTM E1857 - Standard Guide for Selection of Cleaning Techniques for Masonry,
      Concrete, and Stucco Surfaces

1.3 ADMINISTRATIVE REQUIREMENTS

A. Coordinate Work to ensure that adjacent areas are not adversely affected. Coordinate:
   1. With Owner’s Representative.
   2. With other trades:
      a. To ensure that work done by other trades is complete and ready for cleaning Work.
      b. To avoid or minimize work in immediate vicinity of cleaning Work in progress.
      c. To ensure that subsequent work will not adversely affect cleaned surfaces.

B. Notify Owner of conflicts between Specifications and cleaning material manufacturer’s
   recommendations. Perform Work according to Specifications unless Engineer authorizes
   changes in writing.

1.4 SUBMITTALS

A. Certificates: Signed by supplier of micro-abrasive system, certifying that Subcontractor’s
   personnel who will be working on Project, have been trained by supplier and are proficient in
   use of micro-abrasive system.

B. Cleaning System Descriptions: Modify specified requirements based on approved mockups and
   submit complete written descriptions of cleaning systems, including materials and procedures.

C. Protection Plan: Written plan describing protection measures proposed for use on Project.

D. Cleaning Subcontractor Qualifications: To be consitent with historic masonry subcontractor
   requirements. Reference Section 04 96 50 for Contractor’s Qualifications.
1.5 QUALITY ASSURANCE

A. Cleaning-System Manufacturer Qualifications: Firm regularly engaged in supplying cleaning system that has been used for similar applications with successful results; with technical representatives who are available for consultation and Site inspection and assistance at no additional cost to Owner.

1.6 PROJECT CONDITIONS

A. Verify existing dimensions and details prior to performing cleaning Work. Notify Owner and Engineer of conditions found to be different than those indicated in Contract Documents. Engineer and Owner will review situation and inform Contractor of changes.

B. Comply with limitations and restrictions for Site use, accessibility, and work hours imposed by codes, ordinances, rules, regulations, orders, laws, and other legal requirements of public authorities having jurisdiction, and by Owner.
   1. Comply with city, state, water department, and Federal regulations covering protection and waste water disposal.

1.7 CLEANING MOCK-UPS

A. Trial Samples: Prepare trial samples of cleaning to demonstrate effects and qualities tools and execution. Prepare mock-ups on removed stone from the Chimney.

1.8 CHANGES IN WORK

A. During rehabilitation work, existing conditions may be encountered which are not known or are at variance with Contract Documents. Such conditions may interfere with Work and may consist of damage or deterioration of substrate or surrounding materials that could jeopardize performance of Work.
   1. Notify Owner and Engineer of conditions that may interfere with proper execution of Work or jeopardize performance of Work prior to proceeding with Work.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS

A. Water for Prewetting, Cleaning, and Rinsing:
   1. Clean, potable water.

PART 3 - EXECUTION

3.1 PROTECTION

A. Cleaning mortar from stone may involve use of equipment which should be used as intended by the manufacturer.

B. Assume responsibility for injury to persons or damage to property due to Work, and remedy at no cost to Owner.

Fort Richardson Officer’s Quarters 04 01 20 - 2 Masonry Cleaning Stabilization and Weatherization May 25, 2021 Construction Documents WJE No. 2021.0080.0
3.2 CLEANING, GENERAL

A. Perform cleaning Work in compliance with applicable codes and regulations that govern Work, including city, state, water department, OSHA, and Federal regulations, and with requirements of material manufacturers.

B. Perform cleaning Work in strict accordance with approved mockup procedures. Propose modifications to materials or methods as necessary to maintain level of cleaning in mockups or better. Perform mockups of proposed modifications; do not proceed with modifications unless approved in writing by Owner’s Representative and Engineer.

3.3 CLEANING MASONRY SURFACES

A. Preliminary Cleaning: Before beginning general cleaning, remove extraneous substances that are resistant to cleaning methods being used, including sealant, asphalt, and tar.
   1. Carefully remove heavy accumulations of material from wall surface with wood scraper. Do not scratch or chip wall surface.

B. Cold-Water Wash: Low-pressure spray, not exceeding 80 pounds per square inch.
   1. Hold spray nozzle at least 12 inches from wall surface and apply water in horizontal back-and-forth sweeping motion, overlapping previous strokes to produce uniform coverage.

C. Cold-Water Mist and Soak:
   1. Apply fine water mist with spray rack, perforated hoses, or other means, to surface being cleaned.
   2. Apply water in cycles, with wetting cycles of approximately 2 hours and at least 30 minutes between wetting cycles.
   3. Continue water cycles until soil has loosened and surface encrustation has softened sufficiently to permit removal with cold-water wash.

3.4 FIELD QUALITY CONTROL

A. Engineer will monitor progress and quality of cleaning Work, possibly including:
   1. Observe completed Work and compare to approved mockups.

B. Remedy stones that do not satisfy requirements at no additional cost to Owner. Modify cleaning procedures as required and approved by Engineer.

3.5 CLEANING

A. At end of each workday:
   1. Clean Site and Work areas and place rubbish, empty cans, rags, and other discarded materials in appropriate containers.

B. After completing cleaning Work:
   1. Return building surfaces, landscaping, and grounds to condition prior to cleaning Work, including painted and glass surfaces, to satisfaction of Engineer at no additional cost to Owner.
   2. Reference Section 04 95 50 for further dismantling and storage guidelines for stones.
   3. Clean up debris and surplus materials and remove from Site.
END OF SECTION
SECTION 04 95 50

MASSONRY CATALOGING AND DISMANTLING

PART 1 - GENERAL

1.1 SUMMARY

A. Description of Work: Section includes cataloging, dismantling, and storing of Southwest stone chimney.

B. Historic building elements are unique and valuable in nature. In accordance with the Texas Historic Council, original building fabric is to be conserved when possible.

1.2 DEFINITIONS

A. Salvage: To protect removed or dismantled items and deliver them to Owner ready for reuse.

1.3 SUBMITTALS

A. Prior to commencement of any dismantling operations the following items are to be submitted and approved by the Owner and Engineer of record:
   1. Schedule for proposed activities showing each activity for any and all separate areas. The schedule should include an estimated duration for each activity.
   2. 100% Survey: A full survey of the items scheduled for dismantling is to be undertaken prior to deconstruction efforts. A logical and thorough labeling system is to be developed. The system is to identify each piece so that it can be easily and rationally reconstructed and its original location can be established:
      a. The observations are to be transferred to elevations or plans of the area(s) which ACCURATELY depict the areas and show the correct number and size of the pieces as they are at the start of the process. Each piece is to be shown on the plans and survey notes are to include any cracking, staining, spalling, or similar irregularities in the items being dismantled.
      b. Photographs are to be taken of EACH piece being dismantled. The photograph should include the individual label for that item visible in the photograph. Several photographs of each item may be included if one photograph is insufficient to record the existing conditions thoroughly. Additional overall photographs shall be included prior to beginning dismantling process. Photographs shall show the dismantled elements in relation to the rest of the structure(s).
      c. Measurements of the size of the structure including length, height and depth.
   3. Tools and materials that will be used to remove and clean the historic stones.

B. Samples:
   1. Submit samples of labels, pallets, marking materials, and labeling methodology for review by the Engineer and the Owner.

C. Procedures:
   1. Submit a detailed plan of the dismantling operations which shall include the sequencing, duration, tools and equipment utilized for each element to be dismantled.
2. Cataloguing procedure shall be described.

D. Storage Plan:
   1. Identify the types and quantity of pallets that will be used to store building elements.
   2. Identify the material and procedure used to wrap building elements to protect them while in storage.
   3. Identify how the pallets will be transferred to the Owner to be stored.

E. Inventory:
   1. After dismantling operations are complete, submit an itemized list of objects that have been removed and stored. A full count of the number of individual items shall be included as well as the number of pallets that have been utilized. Pallets shall be identified with a number as well as an object or location reference so that storage pallets do not need to be opened, disturbed or moved in order to identify the contents. Labeling of pallets shall occur on all sides (except the bottom).
   2. Submit photographs of chimney and roof area before, during, and after the subject Work.

1.4 QUALIFICATIONS

A. The contractor selected to undertake dismantling operations shall have a minimum of 5 years of experience undertaking work that is of similar scale, magnitude and components. DUE TO HISTORIC SIGNIFICANCE OF THE PROPERTY, contractor shall demonstrate experience with similar projects of the same vintage and complexity.

B. Minimum of 5 years experience in Stone Repair and shall have successfully completed three projects similar in scope to the work of this project within the last five years.

1.5 STORAGE

A. Verify adequacy of support or portion of the structure for loading with equipment and materials. Storage of large amounts of stone panels and other materials on the roof or other structures is not permitted.

B. Use non-staining skids outlined in Section 2.

C. Prepare materials for storage on wood or other suitable surface using polyethylene film to separate stone from wood or other supporting or protecting members.

D. Protect materials during construction.

E. Cover stone pallets with waterproof paper, clean canvas or industrial grade polyethylene shrink/stretch wrap.

PART 2 - PRODUCTS

2.1 EQUIPMENT

A. Use small handheld tools wherever and whenever possible.

B. For large pallets, use skids made of low resin cypress, white pine, poplar or yellow pine that are non-staining. Do not use chemically treated wood. Do not use chestnut, walnut, oak, fir and other woods containing tannin or other substances that may stain the stone.
1. Prepare materials for storage on wood or other suitable surfaces using polyethylene film to separate stone from wood or other supporting or protecting members.
2. Each element is to be separated from other individual pieces/elements via wood planks, rigid insulation, or similar sound durable materials that will not stain the materials and that will prevent scarring, chipping, scratching, crushing or other ill effects from materials placed adjacent to, above or below it.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine construction to be removed or dismantled to determine best methods to safely and effectively perform removal and dismantling work.

B. Examine adjacent surfaces to determine necessary protective measures that should be employed.

1. Dust and Noise Control: Include locations of proposed temporary dust- and noise-control partitions and means of egress from occupied areas coordinated with continuing on-site operations and other known work in progress.
2. Debris Hauling: Include plans clearly marked to show debris hauling routes, turning radii, and locations and details of temporary protective barriers.

C. Make explorations, probes, and inquiries as necessary to determine the conditions of construction in elements to be removed or dismantled.

3.2 DISMANTLING

A. General:
1. Dismantle components of existing chimney after recording and detailing on historic survey documentation:
   a. Use original lifting slots, anchor holes and support pins for removal of historic material when possible. Utilize padded straps to lift the stone.
   b. Handle cracked or damaged material with care to avoid additional damage. Retain and label pieces of broken units and palletize them together.
   c. Carefully remove mortar and other debris by hand.
   d. Do not use chemicals, power tools or extreme force or leverage.
   e. Remove items in the reverse order from which they were installed.
   f. Do not remove items that support or frame other items before those items are removed first.
2. Fasteners, Anchors, and Ties:
   a. Remove fasteners, anchors and ties unless removal will damage historic fabric.
   b. Retain and label these items that will be reinstalled or replaced and crate it with the corresponding element from which they were removed.
3. Provide continuous and sufficient support and reinforcement for existing construction that may become unstable, overstressed, or weakened as a result of the dismantling efforts.
4. Tools:
   a. Use only tools that have been approved in the submittals.
   b. When using pry bars or wedges, protect the exposed surfaces of the material so as not to damage or otherwise mark the surfaces.
   c. Pry surfaces from back side whenever possible.
5. If any distress of the historic fabric or adjacent elements is observed, immediately cease work activities and stabilize or support the piece. Record all damage, notify the Engineer and propose corrective action.

B. Dismantling of Stone:
1. Dismantle stone in individual pieces, in the reverse order from which they were installed.
2. Dismantle top edge and sides before removing wall units. Stop work immediately and inform Engineer if any structural elements above or adjacent to the work show signs of distress or dislocation during any phase of the work.
3. Fully support individual pieces so as not to induce bowing, cracking or other deleterious effects due to unsupported conditions.
4. Remove mortar by hand.
5. Salvage metal attachments and anchors.

C. Labeling:
1. Label each unit in accordance with submitted and approved plan and note the unit on survey sheets.
2. Identify each item with a nonpermanent location identification tag indicating item name or use, location, and location identification number to document its original location. Indicate original locations on plans, elevations, sections, or photographs by annotating the identifying tag.

D. Palletizing:
1. Stack materials on pallet the same day they are dismantled.
2. Do not stack stone higher than four feet from the top surface of pallet.
3. Utilize non-staining protective padding for use between individual elements.
4. Provide blocking and proper packaging so as to fully support and confine the units and to prevent shifting during transport.
5. Store materials together that were removed from the same area.
6. Store anchors, support materials or similar items in the same pallet as the primary piece.
7. Label pallets on four sides with permanent marker. Do not use a label that attaches or adheres to the pallet. Label pallet material directly and permanently.

E. Transportation:
1. Palletized stones to be loaded into Owner’s trailer.

F. Storage:
1. Storage is contracted as the Owner’s responsibility.

END OF SECTION
SECTION 06 10 00
ROUGH CARPENTRY

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. All materials and labor for work requiring new lumber for:
   1. Timber framing
   2. Light wood framing
   3. 1-1/2-inch yellow pine decking.
   4. Plywood Sheathing
   5. Wood blocking, bridging, and nailers
   6. Connecting hardware, fasteners, and accessories

1.2 RELATED SECTIONS

A. General
   1. Drawings and general provisions of the Contract Terms and Conditions, apply to this Section

1.3 QUALITY ASSURANCE

A. All dimension lumber and engineered wood products shall bear a legible grade stamp of a certified lumber grading agency.

B. Each piece or bundle of treated wood products shall bear a legible third-party quality mark or tag indicating the name of the treaterm, date of treatment or lot number, and the American Wood Preservers’ Association (AWPA) Specification symbol to which the treatment conforms.

C. Provide Underwriters' Laboratories (UL) approved identification for fire resistant treated materials.

D. Unless noted otherwise, all rough carpentry work shall conform to the conventional framing rules of the applicable building code.

1.4 REFERENCES

A. APA (American Plywood Association)

PART 2 - PRODUCTS

2.1 MATERIALS

A. Reference drawings for approved materials for rough carpentry.
2.2 FIRE RETARDANT TREATMENT

A. Comply with AWPA Standards C20 (Lumber) and C27 (Plywood). Provide materials with a flame spread not exceeding 25 (ASTM E 84). Identify “fire retardant treated wood” with appropriate UL classification marking or other testing and inspection agency marking acceptable to authorities having jurisdiction. Provide materials as follows:
1. Exterior Exposure Treatment Process: Hickson Corporation "NCX" or Hoover Treated Wood Products "Exterior Fire-X"
2. Interior Exposure Treatment Process: Hickson Corporation "Dricon", Osmose "Flameproof LHC-HTT"
3. Kiln dry after treatment to maximum moisture content of 15% for plywood, 19% for lumber
4. Do not use twisted, warped, bowed, or otherwise defective wood.

2.3 STORAGE AND HANDLING

A. All wood products shall be placed on blocking so that the material does not sag and is completely out of ground-contact.

B. All wood products shall be protected from rain and direct sunlight.

C. Materials shall be stored on site no more than 30 days prior to use. Once un-bundled, materials must be installed immediately unless stickered and protected in a manner approved by the Engineer.

2.4 FASTENERS, ADHESIVES, & ACCESSORY MATERIALS

A. All fasteners in exterior or treated wood shall be hot dip galvanized, stainless steel, or shall have an approved corrosion resistant coating.

B. Nails: common wire nails of the size shown on the plans.

C. Screws: For deck installation, unless otherwise noted, screws shall be self drilling, truss-head screws by Olympic Fasteners or approved substitute, in the length shown on the plans. For structural connections, screws shall be SIMPSON SDS-type screws or approved substitute, in the diameter and length shown on the plans. Where length is not given, the length shall be sufficient to develop the full shear capacity of the screw in the main member.

2.5 WALL SHEATHING

A. Reference drawings for approved materials for wall sheathing.

2.6 TEMPORARY ROOF PLYWOOD

A. Reference drawings for approved materials for roofing material.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify all dimensions and existing conditions in the field.
B. Verify that surfaces are ready to receive work.

C. Beginning of installation means acceptance of existing conditions.

3.2 INSTALLATION

A. Accurately measure or scribe members before cutting. Make all cuts clean and true to mating surfaces. All lumber and timber shall be accurately cut and framed to a close fit so that the joints will have even bearing over the entire contact surface. Mortises shall be true to size for their full depth and tenons shall make a snug, but not a driven, fit there-in.

B. Treat all field-cuts of existing and new treated material with an approved water repellent preservative.

C. Firestop concealed spaces of wood framed walls, furring, and partitions at each floor level and at the ceiling line of the top story. Use closely-fitted wood blocks of nominal 2-inch thick lumber of the same width as framing members.

D. Set and secure materials and components in place, plumb, and level.

E. Discard units of material with defects, which might impair quality of work, and units which are too small to use in fabricating work with minimum joints or optimum joint arrangement.

F. Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.

G. Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes.

H. Bridging and blocking shall be framed neatly and accurately, and securely toenailed with at least two nails in each end. Bridging or blocking shall be provided as follows:
   1. In new work, in rows at midspan and 8-feet on-center, and over supports; and
   2. Where shown on the plans or as required to prevent warping or twisting of installed materials.

I. Connecting hardware shall be installed in accordance with the manufacturer’s recommendations.

3.3 INSTALLATION-SHEATHING

A. Place panels with long dimension parallel to framing members, with ends over firm bearing

B. Leave 1/8 inch expansion space at panel ends and edges.

C. Secure to supports at maximum 6 inches on center along edges and maximum 12 inches on center in field of panels.

3.4 INSTALLATION-TEMPORARY ROOFING

A. Refer to drawings for required material and dimensions for plywood roofing strips.

B. Provide 4 inch overlap between strips.
SECTION 07 25 01
WATER-RESISTIVE BARRIERS

PART 1 - GENERAL

1.1 SUMMARY
A. Section Includes: Surface preparation, supply, and installation of water-resistive barrier included in exterior wall infill assembly and underneath temporary plywood roofing.

1.2 REFERENCES
A. Definitions:
   1. Water-Resistive Barrier: Material that is water-shedding, installed without sealed seams.

B. References Standards: Latest edition as of Specification date.
   1. ASTM International
   2. ICC Evaluation Service (ES)
      a. AC38 - Acceptance Criteria for Water-Resistive Barriers.

1.3 ADMINISTRATION
A. Coordinate Work to ensure that adjacent areas are not adversely affected. Coordinate:
   1. With Owner’s Representative.
   2. With other trades:
      a. To ensure that work done by other trades is complete and ready for barrier/retarder Work.
      b. To avoid or minimize work on, or in immediate vicinity of, barrier/retarder Work in progress.
      c. To ensure that subsequent work will not adversely affect quality of completed barrier/retarder.

B. Pre-installation Conference:
   1. Participate in pre-installation conference with installers of other trades connecting to barrier/retarder, including chimney dismantling and exterior wall infill.
   2. Review barrier/retarder requirements, including surface preparation, substrate condition and pretreatment, forecasted weather conditions, special details and sheet flashings, mockups, installation procedures, sequence of installation, testing and inspecting procedures, and protection and repairs.

1.4 SUBMITTALS
A. Product Data: Manufacturer’s literature including written instructions for evaluating, preparing, and treating substrate; technical data including tested physical and performance properties; and installation instructions.
   1. Include Safety Data Sheets (SDS) for information only; safety restrictions are sole responsibility of Contractor.
1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle materials according to manufacturer’s recommendations and in such a manner as to prevent damage to materials or structure.

B. Deliver materials to Site in original containers and packaging with seals unbroken, labeled with manufacturer’s name, product brand name and type, date of manufacture, lot number, and directions for storing.

C. Keep materials dry and do not allow materials to be exposed to moisture during transportation, storage, handling, and installation. Reject and remove from Site new materials which exhibit evidence of moisture during application, or have been exposed to moisture.

D. Store materials in original, undamaged containers in clean, dry, protected location on raised platforms with weather-protective coverings, within temperature range required by manufacturer. Protect stored materials from direct and indirect sunlight. Manufacturer’s standard packaging and covering is not considered adequate weather protection.

E. Store rolled goods on ends only, unless otherwise required by barrier/retarder manufacturer's written instructions. Discard rolls that have been flattened, creased, or otherwise damaged.

F. Limit stored materials on structures to safe loading capacity of structure at time materials are stored, and to avoid permanent deck deflection.

G. Conspicuously mark damaged or opened packages or containers, or containers with contaminated materials, and remove from Site as soon as possible.

H. Remove and replace materials that cannot be applied within stated shelf life.

1.6 PROJECT CONDITIONS

A. Verify existing dimensions and details prior to start of barrier/retarder Work. Notify Owner of conditions found to be different than those indicated in the Contract Documents. Owner will review situation and inform Contractor and Installer of changes.

B. Comply with Owner’s limitations and restrictions for Site use and accessibility.

C. Environmental Limitations: Install barrier/retarder when existing and forecast weather conditions permit barrier/retarder to be installed according to written instructions of barrier/retarder manufacturer.
   1. Apply only when substrate and ambient temperatures are within range recommended by barrier/retarder manufacturer.
   2. Do not apply to damp or wet substrate.

D. Handle and install materials in strict accordance with safety requirements required by barrier/retarder manufacturer; Safety Data Sheets (SDS); and local, state, and federal rules and regulations. Maintain Safety Data Sheets (SDS) with materials in storage area and available for ready reference on Site.

1.7 CHANGES IN WORK

A. During rehabilitation work, existing conditions may be encountered which are not known or are at variance with the Contract Documents. Such conditions may interfere with the Work and may
consist of damage or deterioration of the substrate or surrounding materials that could jeopardize the integrity or performance of the Work.
1. Notify Owner of conditions that may interfere with the proper execution of the Work or jeopardize the performance of the Work prior to proceeding with the Work.

1.8 WARRANTY

A. Contractor Warranty: Covering Work of this Section, for warranty period of 1 years.
1. Warranty includes removing and reinstalling Water-Resistive Barrier if damaged or deteriorated within 1 year of installation.

PART 2 - PRODUCTS

2.1 GENERAL

A. Source Limitations: Obtain materials through one source from single barrier/retarder manufacturer, or from sources approved by barrier/retarder manufacturer.

2.2 WATER-RESISTIVE BARRIER

A. Building Felts: ASTM D226, Type 1 (No. 15 asphalt-saturated organic felt), unperforated.
B. Granular Rolled Roofing: 3 ft. x 34 ft. SBS Self-Adhering Cap Sheet for Low Slope Roofing, or equivalent.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions with Installer and representative of barrier/retarder manufacturer for compliance with requirements and other conditions affecting installation or performance of barrier/retarder.
1. Ensure that work done by other trades is complete and ready for barrier/retarder Work.
2. Verify that areas and conditions under which barrier/retarder Work is to be performed permit proper and timely completion of Work.
3. Notify Owner in writing of conditions which may adversely affect barrier/retarder installation or performance and recommend corrections.
4. Do not proceed with barrier/retarder Work until adverse conditions have been corrected and reviewed by Owner.
5. Commencing barrier/retarder Work constitutes acceptance of Work surfaces and conditions.

3.2 PROTECTION

A. Take precautions to ensure safety of people, including building users, passers-by, and workmen, and animals, and protection of property, including adjacent building elements, landscaping, and motor vehicles.

B. Prevent construction debris and other materials from coming into contact with pedestrians, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
C. Protect paving and sidewalks, and adjacent building areas from mechanical damage due to scaffolding and other equipment.

D. Limit access to Work areas.

E. Erect temporary protective canopies, as necessary, over walkways and at points of pedestrian and vehicular access that must remain in service during Work.

F. Assume responsibility for injury to persons or damage to property due to Work, and remedy at no cost to Owner.

3.3 PREPARATION

A. Remove projections, loose or foreign matter, and set protruding fasteners that might interfere with proper installation of barrier/retarder.

3.4 INSTALLATION

A. Clean substrate surfaces in accordance with instructions of barrier/retarder manufacturer.

B. Install continuous barrier/retarder on surfaces indicated on Drawings, in accordance with details shown on Drawings and barrier/retarder manufacturer’s instructions and recommendations, unless otherwise directed in writing by Engineer.
   1. Water-Resistive and Moisture Barriers:
      a. Install sheets shingle-fashion to shed water, with seams generally horizontal.

3.5 FIELD QUALITY CONTROL

A. Notify Owner at least 24 hours in advance of when barrier/retarder installation will be completed. Do not conceal barrier/retarder until installation is observed and approved by Engineer.

B. Take digital photographs of entire installed barrier/retarder.

3.6 PROTECTION

A. Protect installed barrier/retarder from damage.
   1. Install wall cladding as soon as possible on exterior wall infill.

END OF SECTION
SECTION 09 03 91
HISTORIC TREATMENT OF PLAIN PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Termas and Conditions, apply to this Section.

1.2 SUMMARY
A. Section includes historic treatment of plain painting as follows:
   1. Plain painting of temporary exterior of historic building.

1.3 DEFINITIONS
A. Modern Paint Materials: Paint materials not designed to match historic paint formulations but that may be required to match historic paint colors.

B. Plain Painting: For historic treatment, this means painting that requires attention to historic treatment requirements, but no special, decorative or artistic painting skill.

1.4 PREINSTALLATION MEETINGS
A. Preinstallation Conference: Conduct conference at Fort Richardson Officer’s Quarters.
   1. Review methods and procedures related to historic treatment of painting including, but not limited to, the following:
      a. Materials, material application, colors, patterns, and sequencing.

1.5 SEQUENCING AND SCHEDULING
A. Perform historic treatment of painting in the following sequence, which includes work specified in this and other Sections:
   1. Dismantle existing chimney.
   2. Install temporary building weatherization including framing, sheathing, weatherproofing, and exterior board and batten.
   3. Examine condition of surface to be painted.
   4. Apply paint to exterior board and batten.

1.6 ACTION SUBMITTALS
A. Product Data: For each type of product.
   1. Include recommendations for product application and use. Include test data substantiating that products comply with requirements.

B. Samples: For the exterior paint.
   1. For each new painted color being matched to existing building color, include the color chips from the existing buildings with Samples.
   2. Include a list of materials for each coat of each Sample, including primers and finishes
1.7 INFORMATIONAL SUBMITTALS

A. Plain Painting Color Matching to Existing: Submit before work begins.

B. Paint Coating Plan: Paint primers and finishes for exterior use.

1.8 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra paint materials, from the same production run, that match products applied and that are packaged with protective covering for storage and identified with labels describing contents, including material, finish, source, and location on building.
   1. Quantity: Furnish Owner with an additional 20% percent, but not less than 1 gal. (3.8 L) or one case, as appropriate.

1.9 QUALITY ASSURANCE

A. Color Matching: Match existing exterior building color to new paint using sample swatches.

1.10 PRECONSTRUCTION TESTING

A. Preconstruction Testing: Test the new paint system on a small area prior to construction to assure the color and appearance is cohesive.
   1. Use test areas as indicated and representative of proposed materials and existing construction.
   2. Propose changes to materials and methods to suit Project.

1.11 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).
   1. Maintain containers in clean condition, free of foreign materials and residue.
   2. Remove rags and waste upon completion.

1.12 FIELD CONDITIONS

A. Weather Limitations: Proceed with painting only when existing and forecasted weather conditions are within the environmental limits set by each manufacturer's written instructions and specified requirements.

B. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

C. Do not apply paint in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
   1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer for surface preparation and during paint application and drying periods.
PART 2 - PRODUCTS [NOT USED]

PART 3 - EXECUTION

3.1 HISTORIC TREATMENT OF PAINTING, GENERAL

A. Historic Treatment Appearance Standard: Completed work is to have a uniform appearance as viewed by Owner.

B. Execution of the Work: In treating historic items, disturb them as minimally as possible and as follows:
   1. Remove failed coatings and repaint. Paint removal cannot be performed with power washer, only by hand.
   2. Verify that substrate surface conditions are suitable for painting.
   3. Allow other trades to repair items in place and retain as much original material as possible before repainting.
   4. Reproduce original, historic paint systems where indicated or scheduled.
   5. Install temporary protective measures to protect historic painted surfaces that shall be treated later.

3.2 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for maximum moisture content and other conditions affecting performance of painting work. Comply with paint manufacturer's written instructions for inspection.

B. Maximum Moisture Content of Substrates: Do not begin application of coatings unless moisture content of exposed surface is below the maximum value recommended in writing by paint manufacturer and not greater than the following maximum values when measured with an electronic moisture meter appropriate to the substrate material:
   1. Wood: 15 percent.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
   1. If existing surfaces cannot be prepared to an acceptable condition for proper finishing by using specified surface-preparation methods, notify Architect in writing.

D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
   1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.3 PAINT APPLICATION, GENERAL

A. Comply with manufacturers' written instructions for application methods unless otherwise indicated in this Section.

B. Prepare surfaces to be painted according to the Surface-Preparation Schedule and with manufacturer's written instructions for each substrate condition.
3.4 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION