

ADDENDUM

NO. 2

TO THE DRAWINGS AND THE PROJECT MANUAL

PROJECT NAME: Fielder Road Modular Site

CLIENT NAME: Child Care Associates

LOCATION: Arlington, TX

PROJECT NUMBER: 01849-06-02

PROPOSAL DATE: May 23, 2025, 2:00 PM

ADDENDUM DATE: May 16, 2025

For additional information regarding this project, contact Corrie Hood at 800.687.1229.

THIS ADDENDUM INCLUDES:

Civil Items	3	Pages
Landscape Items	0	Pages
Architectural Items	30) Pages
Plumbing Items	0	Pages
Electrical Items	0	Pages

AND ALL ATTACHED REVISED DRAWING REFERENCES IN THE ADDENDUM

Huckabee



a **MORE** group brand

Project Name: Fielder Road Modular Site Client: Child Care Associates Arlington, Texas Project Number: 1849-06-02



ARCHITECTURAL ITEMS FOR ADDENDUM NO. 2

NOTICE TO PROPOSERS:

- A. This Addendum shall be considered part of the contract documents for the above-mentioned project as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original contract documents, this Addendum shall govern and take precedence.
- B. Proposers are hereby notified that they shall make any necessary adjustments in their estimate on account of this Addendum. It will be construed that each Proposer's proposal is submitted with full knowledge of all modifications and supplemental data specified therein. Acknowledge receipt of this addendum in the space provided on the proposal form. Failure to do so may subject Proposer to disqualification.

REFERENCE IS MADE TO THE DRAWINGS AND THE PROJECT MANUAL AS NOTED:

GENERAL:

AD No 1, Arch. Item 1:

List of project question and answers to date have been included in this addendum. This includes questions from the previous Addendum 1.

PROJECT MANUAL:

<u>AD No 1, Arch. Item 2:</u> To the Project Manual, Section 00 5200, "Agreement Form;" Add this section in its entirety.

AD No 1, Arch. Item 3: To the Project Manual, Section 01 1400, "Work Restrictions,"

Replace this section in its entirety.

END OF ARCHITECTURAL ADDENDUM

WE ARE MORE.

Architectural Items For Addendum No. 2 Page 1 of 1



CIVIL ITEMS FOR ADDENDUM NO. 2

NOTICE TO PROPOSERS:

- A. This Addendum shall be considered part of the contract documents for the above-mentioned project as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original contract documents, this Addendum shall govern and take precedence.
- B. Proposers are hereby notified that they shall make any necessary adjustments in their estimate on account of this Addendum. It will be construed that each Proposer's proposal is submitted with full knowledge of all modifications and supplemental data specified therein. Acknowledge receipt of this addendum in the space provided on the proposal form. Failure to do so may subject Proposer to disqualification.

REFERENCE IS MADE TO THE DRAWINGS AS NOTED:

DRAWINGS:

AD No 2, Civil Item 1: To the Drawings, Sheet C-01, "General Notes,"

1) Amended retaining wall notes. Omitted retaining wall selection by owner note and included designed by the Landscape Architect note.

AD No 2, Civil Item 2: To the Drawings, Sheet C-03, "Demolition Plan,"

1) Updated "Misc Utility to be removed" Callout to say "Ex. Water Well to be plugged and top removed"

END OF CIVIL ADDENDUM

WE ARE **MORE**.

Civil Items For Addendum No.2 Page 1 of 1

Date Received	Method (phone/ email)	Question	Response	Date Responded	Methoc (phone/ er #)
	(priorie) eritally	Curious as to whether this solicitation is for a modular		Responded	")
5/5/2025	email	building, or just for site work.	This is only for site work	5/9/2025	Addenc
5/7/2025	Pre-Bid Meeting	Is CCA nonprofit?	Yes	5/9/2025	Addenc
			Contractor will pull trade permits. Huckabee and PFC will		
5/7/2025	Pre-Bid Meeting	What is permitting responsibility?	assist with drawing permit package submittal to the City. Basic bid form is in the specs. Owner may issue additional	5/9/2025	Addenc
5/7/2025	Pre-Bid Meeting	Do we want a particular bid form used? Has a Level 1 environmental study been done on the	information via addendum.	5/9/2025	Addenc
5/7/2025	Pre-Bid Meeting	property?	Yes. It has been included in this addendum.	5/9/2025	Addenc
	5		At street, site contractor. All connections within 5'-0" of the building will be made by the Modular Building provider		
5/7/2025	Pre-Bid Meeting	Who is making utility connections?	under separate contract.	5/9/2025	Addenc
			Intent is to have a weekly coordination meeting via Teams		
		How will coordination be handled between Ramtech and	or phone with Dave Granger from PFC (Owner's rep), site		
5/7/2025	Pre-Bid Meeting	the site contractor?	contractor, and modular building contractor.	5/9/2025	Addenc
			Work will need to take place an be coordinated with Modular building company. Goal is to avoid multiple		
5/7/2025	Pre-Bid Meeting	How will the schedule work with mobilization?	mobilizations.	5/9/2025	Addenc
	5	What is the existing foundation system (existing building			
5/7/2025	Pre-Bid Meeting	pad)?	Refer environmental assessment	5/9/2025	Addenc
			According to the Phase 1 Environmental Assessment, the water well was installed around 2019 for irrigation		
		There is a well in the ground at building near Sanford	purposes. Awarded site contractor should include plugging		
	Pre-Bid Meeting Pre-Bid Meeting	Road. Who owns the fence at the south property line?	this well in scope of proposal. Adjacent property Owner.	5/9/2025 5/9/2025	
5/1/2023	FIE-DIG MEEting	Is the playground fence to be considered part of the PLAYGROUND ALLOWANCE or is it considered to be part	Aujacent property Owner.	5/5/2023	Audenc
5/10/2025	email	of the base bid?	Fencing is base bid.	5/19/2025	Addenc
		If the playground fence is to be part of the base bid, is a			
5/10/2025	email	concrete mow strip required?	No.	5/19/2025	Addenc
		It appears that the "miscellaneous utility service" indicated			
		on C.03 is an abandoned well that falls within the new			
5/10/2025	email	building footprint. How should this well be capped and at what depth?	Refer Addendum 1.	5/19/2025	Addenc
0,10,2020	ciriai		Box is to be left alone for the time being. We will continue	0,10,2020	, ladene
		Who is the owner of the "existing electric box and base" scheduled for demolition? Has it been de-energized? Has	to follow up on the box source to confirm status and see if		
		the feeder cable been removed?	it will be coordinated for power with the Modular Building		
5/10/2025	email		supplier.	5/19/2025	Addenc
5/10/2025	email	Has an environmental study of the site been performed? Is it available for review?	Refer Addendum 1.	5/19/2025	Addanc
5/10/2025		Is there a septic field on the property?	No septic field has been noted on the property.	5/19/2025	
	-	Has a geotechnical investigation been performed? When			
	email	will it be available for review?	Refer Addendum 1.	5/19/2025	

c	d	

email/ addenda

endum 1 endum 1

endum 1

endum 1

endum 1

endum 1

endum 1

endum 1

endum 1

endum 1

endum 1

endum 2

	Various portions of the existing parking lot are scheduled to be removed and replaced. What is the Architect's intent for the remainder of the parking lot? Please define		
5/10/2025 email	"refinish".	pavement, and restriping.	5/19/2025 Addendu
	The existing wooden fence along the south side of the property is in poor condition. There is no plan note regarding this fence. Is it to be removed and replaced, or i	is	
5/10/2025 email	it to be demolished? Please advise. When is the new modular building scheduled to be	This belongs to the adjacent property Owner.	5/19/2025 Addendu
5/10/2025 email	installed on site?	November 2025.	5/19/2025 Addendu
5/10/2025 email	Is the steel frame for the dumpster screen to be painted?	Yes.	5/19/2025 Addendu

ndum 2

ndum 2

ndum 2

ndum 2

CONTRACT

This Contract is by and between Child Care Associates (Owner) and **[Full Legal Name of Contractor]** (Contractor). Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

- 1.01 Work
 - A. The Contractor must complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - B. Fielder Road Modular Site Project: Exterior site improvements including parking, dumpster enclosure, grease trap, new site lighting, landscaping, and civil improvements, including all general construction work required to set new modular building to be provided under a separate contract.
 - 1. The Site of the Work is generally located at 1620 W Sanford Street, Arlington TX 76012.
 - C. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project. The Work may include related services such as testing, start-up, and initial operations, all as required by the Contract Documents.

ARTICLE 2 - OWNER'S PROJECT TEAM

2.01 The Project Construction Manager (PCM) for this Project is:

Pronghorn Flats Consulting Fort Worth, Texas

2.02 Section not used.

ARTICLE 3 - CONTRACT DOCUMENTS

- 3.01 Intent of Contract Documents
 - A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the PCM.
 - B. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
 - C. Contractor, and its Subcontractors and Suppliers, do not have nor will acquire title to or ownership rights to any of the Drawings, Specifications, or other documents

(including copies or electronic media editions) prepared by the Owner or its architects, consultants, and engineers.

- 3.02 Contract Documents Defined
 - A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Performance bond.
 - 3. Payment bond.
 - 4. Specifications listed after this *Section 00 52 00 Contract* in the Table of Contents or as specifically excluded in Paragraph 3.02.B.
 - 5. Drawings listed in the Sheet Index or in Section 00 01 05 List of Drawings.
 - 6. Addenda.
 - 7. Exhibits to this Contract:
 - a. Exhibit B (Insert Exhibit Title)
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Notice to Proceed.
 - b. Contract Amendments.
 - c. Change Orders.
 - d. Field Orders.
 - e. Work Change Directives.

ARTICLE 4 - CONTRACT TIMES

- 4.01 Contract Times
 - A. The Work will be substantially completed on or before (Insert date) and completed and ready for final payment on or before (Insert Date).
- 4.02 Liquidated Damages
 - A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner <u>\$200</u> for each day that expires after the Contract Time for Substantial Completion.
 - B. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered

as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees inspection fees, storage costs, food service costs, transportation costs, utilities cots, costs of temporary facilities, loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial or Final Completion, shall be construed as a breach of this agreement.

- 4.03 Delays in Contractor's Progress
 - A. Contractor is entitled to an equitable adjustment in the Contract Times if Owner directly delays, disrupts, or interferes with the performance or progress of the Work. The Contractor agrees to make no claim for damages for delay in the performance of the Contract occasioned by an act or omission to act of the Owner and agrees that the extension of time provides an equitable adjustment.
 - B. Contractor is not entitled to an adjustment in Contract Price or Contract Times for delays, disruptions, or interference caused by or within the control of Contractor or its Subcontractors or Suppliers.
 - C. Contractor is only entitled to an adjustment of the Contract Times for specific delays, disruptions, and interference to the performance or progress of the Work that can be demonstrated to directly impact the ability of the Contractor to complete the Work within the Contract Times. No adjustments in Contract Times are allowed for delays on components of the Work which were or could have been completed without impacting the Contract Times.
 - D. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times, but not Contract Price, mutually agreed upon by both parties.
 - E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or its Subcontractors or Suppliers.
- 4.04 Progress Schedules
 - A. Contractor shall develop a progress schedule and submit to the PCM for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the PCM.
 - B. The Contractor shall update and submit the progress schedule to the PCM each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

- 5.01 Payment
 - A. Owner will pay Contractor for completion of the Work in accordance with the Contract Documents at the prices shown in *00 52 01 Bid Form Exhibit A* following this Contract. The Contract Price is a lump sum amount that Owner shall pay for all Work, subject to adjustment as provided herein.

ARTICLE 6 - BONDS AND INSURANCE

- 6.01 Performance, Payment, and Other Bonds
 - A. Furnish performance and payment bonds, each in an amount equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract Documents. These bonds are to remain in effect until 1 year after the date of final payment. Furnish other bonds as required by the Contract Documents.
 - B. Provide bonds in the form prescribed by the Contract Documents from sureties named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorneyin-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed each bond.
 - C. Provide bonds required by the Contract Documents from surety companies that are duly licensed or authorized to provide bonds in the state of Texas.
 - D. Notify PCM immediately if the surety on bonds furnished by Contractor:
 - 1. Is declared bankrupt, or becomes insolvent;
 - 2. Has its right to do business in Texas terminated; or
 - 3. Ceases to meet the requirements of Paragraphs 6.01.B or 6.01.C.
 - E. Provide a bond and surety which comply with the requirements of Paragraphs 6.01.B and 6.01.C within 20 days after the event giving rise to this notification.
 - F. Contractor is to use amounts paid by Owner to Contractor under the Contract for the performance of the Contract and to satisfy claims against the payment bond.
 - G. Notify the PCM of claims filed against the payment bond. Notify the claimant and PCM of undisputed amounts and the basis for challenging disputed amounts when a claimant has satisfied the conditions prescribed by Laws and Regulations. Promptly pay undisputed amount.
 - H. Owner is not liable for payment of costs or expenses of claimants under the payment bond. Owner has no obligations to pay, give notice, or take other action to claimants under the payment bond.

- I. Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 14 if Contractor fails to obtain or maintain required bonds.
- J. Owner will provide a copy of the payment bond to Subcontractors, Suppliers, or other persons or entities claiming to have furnished labor or materials used in the performance of the Work that request this information in accordance with Laws and Regulations.
- 6.02 Insurance
 - A. Contractor shall provide insurance before starting Work.
 - 1. Workers' Compensation: Texas Statutory
 - 2. Employer's Liability
 - a. \$1,000,000 per occurrence
 - b. \$1,000,000 per injury
 - c. \$1,000,000 per occupational disease
 - 3. Commercial General Liability
 - a. \$1,000,000 per occurrence
 - b. \$2,000,000 aggregate
 - 4. Business Automobile Liability
 - a. \$1,000,000 combined single limit
 - 5. Builder's Risk Insurance:
 - a. CONTRACTOR shall obtain, at CONTRACTOR's expense, Builder's Risk Insurance upon the Work including materials delivered and labor performed, providing all-risk coverage including flood (if located in a flood zone) in an amount of insurance equal to 100% of the completed value of this Project. The policy so issued in the name of CONTRACTOR shall also name OWNER as loss payee as their respective interests may appear. Contractor shall be responsible for payment of any deductibles under the Builder's Risk policy.
 - b. Limits may be satisfied by a combination of primary and excess/umbrella limits.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

- 7.01 Supervision and Superintendence
 - A. Supervise, inspect, and direct the performance of the Work in accordance with the Contract Documents. Contractor is solely responsible for the means, methods, techniques, sequences, and procedures of construction.
 - B. Provide a competent resident superintendent acceptable to the Owner. The resident superintendent or acceptable qualified assistant is to be present at all times

when Work is being done. Do not replace this resident superintendent except under extraordinary circumstances. Provide a replacement resident superintendent equally competent to the previous resident superintendent if replacement is required. Notify the Owner prior to replacing the resident superintendent and obtain Owner's consent to the change in resident superintendent.

- 7.02 Other Work at the Site
 - A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor must take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- 7.03 Services, Materials, and Equipment
 - A. Provide services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work, whether or not these items are specifically called for in the Contract Documents.
 - B. Provide new materials and equipment to be incorporated into the Work. Provide special warranties and guarantees required by the Contract Documents. Provide satisfactory evidence, including reports of required tests, as to the source, kind, and quality of materials and equipment as required by the Contract Documents or as requested by the PCM.
 - C. Store, apply, install, connect, erect, protect, use, clean, and condition materials and equipment in accordance with instructions of the applicable Supplier, unless otherwise required by the Contract Documents.
- 7.04 Subcontractors and Suppliers
 - A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. All Subcontractors and Suppliers must be acceptable to Owner.
- 7.05 Quality Management
 - A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.
- 7.06 Licenses, Fees, and Permits
 - A. Contractor pays all license fees and royalties and assumes all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- 7.07 Laws and Regulations
 - A. Contractor is required to give notices and comply with Laws and Regulations applicable to the performance of the Work. Owner is not responsible for monitoring Contractor's compliance with Laws or Regulations except where expressly required by applicable Laws and Regulations.

- B. Contractor pays costs resulting from actions taken by Contractor that are contrary to Laws or Regulations. Contractor is not responsible for determining that the design aspects of the Work described in the Contract Documents are in accordance with Laws and Regulations.
- C. Owner or Contractor may give notice to the other party of changes in Laws or Regulations that may affect the cost or time of performance of the Work, including:
 - 1. Changes in Laws or Regulations affecting procurement of permits; and
 - 2. Sales, use, value-added, consumption, and other similar taxes which come into effect after Contractor's Proposal is submitted or when Contractor negotiates the Contract Price.
- D. Contractor may submit a Change Proposal or Owner may initiate a claim within 30 days of this notice if Owner and Contractor are unable to agree on entitlement to or on the amount or extent of adjustments in Contract Price or Contract Times resulting from these changes.

7.08 Taxes

- A. Contractor is responsible for all taxes and duties arising out of the Work. The Owner generally qualifies as a tax-exempt agency as defined by the statutes of the State of Texas and is usually not subject to any city or state sales or use taxes, however certain items such as rented equipment may be taxable even though Owner is a tax-exempt agency. Contractor is responsible for including any applicable sales and use taxes in the Contract Price and is responsible for complying with all applicable statutes and rulings of the Texas State Comptroller. Pay sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations. Provide copies of any audits by the Texas State Comptroller of Contractor waives confidentiality of audits conducted by the Texas State Comptroller pertaining to transactions under this Contract and authorizes the Texas State Comptroller, upon request of Owner, to release to Owner copies of Contractor's audits pertaining to transactions under this Contract.
- 7.09 Safety and Protection
 - A. Contractor is solely responsible for initiating, maintaining, and supervising safety precautions and programs in connection with the Work. This responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their Work, nor for compliance with applicable safety Laws and Regulations.
 - B. Contractor is to take necessary precautions for the safety of persons on the Site or who may be affected by the Work, and provide the necessary protection to prevent damage, injury, or loss to:
 - 1. Work and materials and equipment to be incorporated in the Work, whether stored on or off the Site; and

- 2. Other property at or adjacent to the Site, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- C. Comply with applicable Laws and Regulations relating to the safety and protection of persons or property. Erect and maintain necessary safeguards for safety and protection. Notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site when prosecution of the Work may affect them. Cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - 1. Comply with requirements of Underground Facility Damage Prevention and Safety Act, as required by Laws and Regulations.
 - 2. Comply with all applicable safety rules and regulations of the Federal Occupational Health and Safety Act of 1970 and subsequent amendments (OSHA).
- D. Contractor's duties and responsibilities for safety and protection of persons or the Work or property at or adjacent to the Site continues until Work is completed and resumes whenever Contractor returns to the Site to fulfill warranty or correction obligations or to conduct other tasks.
- 7.10 Warranties and Guarantees
 - A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective.
- 7.11 Correction Period
 - A. Promptly correct defective Work without cost to Owner for 1 year after the date of Substantial Completion or longer periods of time prescribed by the terms of the Contract Documents.
 - B. Promptly correct damages to the Site or adjacent areas that Contractor has arranged to use through construction easements or other agreements. Promptly correct damages to Work or the work of others. Make corrections without cost to Owner.
 - C. The correction period is extended for an additional period of 1 year for defective Work corrected after the date of Substantial Completion or after the accepted date the correction period starts to run as described in Paragraph 7.11.A. This extended correction period starts to run when defective Work has been satisfactorily corrected.
- 7.12 Indemnification
 - A. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, AND IN ADDITION TO ANY OTHER OBLIGATIONS OF CONTRACTOR UNDER THE CONTRACT OR OTHERWISE, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, AND CITY OF ARLINGTON AND THEIR RESPECTIVE

EMPLOYEES, AGENTS, REPRESENTATIVES, AND CONSULTANTS (THE INDEMNITEES) FROM AND AGAINST ALL CLAIMS AND INDEMNIFIED COSTS ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, ACTION, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO DAMAGE TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM BUT ONLY TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, SUBCONTRACTORS, AND ANYONE FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE.

NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CHAPTER 151 OF THE TEXAS INSURANCE CODE, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND **OWNER AND ITS RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES,** AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY. SICKNESS. DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS OR VENDORS. **REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS** CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE, STRICT LIABILITY OR FAULT OF OWNER AND/OR ITS **RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES, AND** CONSULTANTS, IT BEING THE EXPRESSED INTENT OF OWNER AND CONTRACTOR THAT IN SUCH EVENT THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE OWNER AND/OR ITS RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES, AND CONSULTANTS FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, STRICT LIABILITY, OR FAULT WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CONTRACTOR'S EMPLOYEES OR AN EMPLOYEE OF ANY OF ITS SUBCONTRACTORS OR VENDORS.

- B. The indemnification obligation under Paragraph 7.12.A is not limited by the amount or type of damages, compensation, or benefits payable by or for the Contractor, Subcontractors, Suppliers, or other individuals or entities under workers' compensation acts, disability benefit acts, or other employee benefit acts in claims against Owner by an employee or the survivor or personal representative of employee of Contractor, Subcontractors, Suppliers, or other individuals or entities.
- C. The indemnification obligations of Contractor under Paragraph 7.12.A do not extend to the liability of PCM or Design Professional arising out of the preparation of the Contract Documents or giving directions or instructions, or failing to give them, to the extent they are obligated to do so if that is the primary cause of the injury or damage.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Owner will issue all communications to Contractor through PCM.
- B. Owner will make payments to Contractor as provided in this Contract.
- C. Owner will provide Site and easements required to construct the Project.
- D. Owner will have sole authority and responsibility for coordination of the performance of other work at or adjacent to the Site if Owner intends to contract with others for such work, unless stated otherwise in the Contract Documents.
- E. The Owner will be responsible for performing inspections and tests required by applicable codes unless stated otherwise in the Contract Documents.
- F. The Owner will not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. Owner's employees and representatives will comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed while at the Site.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- 8.02 PCM's Responsibilities
 - A. PCM is Owner's representative. The duties and responsibilities and the limitations of authority of PCM as Owner's representative are described in the Contract Documents.
 - B. PCM is to observe the Work to check the quality and quantity of Work, implement Owner's quality assurance program and administer the Contract as Owner's representative as described in the Contract Documents.
- 8.03 Design Professional's Responsibilities
 - A. Design Professional will make visits to the Site at intervals appropriate to the various stages of construction. Design Professional will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
 - B. Design Professional has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
 - C. Design Professional will render decisions regarding the requirements of the Contract Documents and judge the acceptability of the Work.

- 8.04 Limitations on Owner's Authority and Responsibilities
 - A. Owner is not responsible for the acts or omissions of Contractor or its Subcontractors or Suppliers. No actions or failure to act, or decisions made in good faith to exercise or not exercise the authority or responsibility available under the Contract Documents creates a duty in contract, tort, or otherwise of the Owner to the Contractor or its Subcontractors or Suppliers.
 - B. Owner and its agents and representatives, including but not limited to PCM, will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 9 - AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

- 9.01 Amending and Supplementing the Contract Documents
 - A. The Contract Documents may be modified by a Contract Amendment, Change Order, Work Change Directive, or Field Order.
 - 1. Contract Amendment: Owner and Contractor may modify the terms and conditions of the Contract Documents without the recommendation of the Design Professional using a Contract Amendment.
 - 2. Change Order: All changes to the Contract Documents that include a change in the Contract Price or the Contract Times for previously authorized Work, or changes to the Work requiring Design Professional's approval must be made by a Change Order. A Change Order may also be used to establish modifications of the Contract Documents that do not affect the Contract Price or Contract Times.
 - 3. Work Change Directive: A Work Change Directive does not change the Contract Price or the Contract Times, but is evidence that the parties expect that the modifications ordered or documented by a Work Change Directive are to be incorporated in a subsequently issued Change Order following negotiations on the Contract Price and Contract Times. Contractor must submit a Change Proposal seeking an adjustment of the Contract Price or the Contract Times no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 4. Field Order: Owner or PCM may authorize minor changes in the Work that do not change the Contract Price or Contract Times using a Field Order. Owner or PCM may issue a Field Order for non-technical, administrative issues. If Contractor believes that a Field Order or any other instruction from Owner or PCM justifies an adjustment in the Contract Price or Contract Times before proceeding with the Work described in the Field Order.

- B. Perform added or revised Work under the applicable provisions of the Contract Documents for the same or similar Work unless different Drawings, Specifications, or directions are provided in the Modification.
- 9.02 Change of Contract Price
 - A. The Contract Price can only be changed by a Change Order.
 - B. An adjustment in the Contract Price is to be determined as follows:
 - 1. By applying unit prices to the quantities of the items involved where the Work involved is covered by unit prices in the Contract Documents;
 - 2. By a mutually agreed lump sum where the Work involved is not covered by unit prices in the Contract Documents; or
 - 3. Payment based on the actual cost of the Work for labor, materials, construction equipment and subcontract work, plus a Contractor's fee for overhead and profit.
 - a. Contractor's fee is 15 percent of the actual cost of the Work for labor, materials, and construction equipment for work performed directly by the Contractor and 5 percent for work performed by Subcontractors.
 - b. Subcontractor's fee is 15 percent for the Subcontractor's actual cost of the Work for labor, materials, and construction equipment.
- 9.03 Change of Contract Times
 - A. The Contract Times can only be changed by Change Order. An adjustment of the Contract Times is subject to the limitations described in Paragraph 4.03.
- 9.04 Change Proposals
 - A. Submit a Change Proposal to the PCM to request an adjustment in the Contract Price or Contract Times.
 - B. PCM is to advise Owner regarding the Change Proposal. Owner is to review each Change Proposal and Contractor's supporting data, and within 30 days after receipt of the documents, direct the PCM to either approve or deny the Change Proposal in whole or in part. PCM is to issue a Change Order or Field Order for an approved Change Proposal. The Contractor may deem the Change Proposal to be denied if PCM does not act on the Change Proposal within 30 days.
- 9.05 Execution of Change Orders
 - A. A Change Order is deemed to be in full force as if executed by Contractor if the Contractor refuses to execute a Change Order that is required to be executed under the terms of this Contract.
- 9.06 Notice to Surety
 - A. Notify the surety of Modifications affecting the general scope of the Work, changes in the provisions of the Contract Documents, or changes in Contract Price or

Contract Times. Adjust the amount of each bond when Modifications change the Contract Price.

ARTICLE 10 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

- 10.01 Differing Conditions Process
 - A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other Underground Facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and PCM in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so. IF CONTRACTOR PERFORMS WORK IN THE AFFECTED AREA WITHOUT NOTIFYING PCM OR THE OWNER OF THE DIFFERING SITE CONDITIONS, THEN CONTRACTOR WAIVES THE RIGHT FOR AN EQUITABLE ADJUSTMENT IN THE CONTRACT TIME OR CONTRACT SUM.
 - B. After receipt of written notice, PCM will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 - 6. Advise Owner in writing of PCM's findings, conclusions, and recommendations.
 - C. After receipt of PCM's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting PCM's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 11 - CLAIMS AND DISPUTE RESOLUTION

- 11.01 Claims Process
 - A. The party submitting a claim shall deliver it directly to the other party to the Contract and the PCM promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
 - B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
 - C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
 - D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.
 - E. The prevailing party in any dispute shall be entitled to recover reasonable and necessary attorneys' fees, reasonable and necessary expert fees and expenses, arbitration fees and costs, and court costs, in addition to any damages. As used in this agreement, the term "prevailing party" means the party determined by the arbitrator(s) or court to have most substantially prevailed in their claims and defenses.

ARTICLE 12 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

- 12.01 Tests and Inspections
 - A. The Owner and its representatives will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
 - B. Contractor shall give PCM timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
 - C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of PCM, Contractor shall, if requested by PCM, uncover such Work for observation. Such uncovering shall be at Contractor's expense.
- 12.02 Defective Work
 - A. Contractor shall ensure that the Work is not defective.
 - B. The Owner and PCM have the authority to determine whether Work is defective, and to reject defective Work.

- C. Prompt notice of all defective Work of which the Owner and PCM has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 13 - PAYMENTS TO CONTRACTOR

- 13.01 Progress Payments
 - A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to the Owner and PCM. The unit price breakdown submitted with the proposal will be used for unit price work. Contractor shall break lump sum items into units that will allow for measurement of Work in progress.
- 13.02 Applications for Payments:
 - A. Contractor will submit payment applications to the PCM in a form acceptable to the PCM and no more frequently than monthly. Payment applications will be based upon the percentage of completion of the work in accordance with the Schedule of Values and shall be prepared and signed by Contractor accompanied by supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the payment application. Contractor shall submit a statutory conditional waiver and release for itself and each subcontractor or supplier along with each payment application.

Beginning with the second payment application, each application shall include statutory conditional waiver and release for the prior period for which payment has been received stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior payment applications.

13.03 Retainage

A. Progress payments will be made in an amount equal to 90 percent of the total earned value to date for completed Work and properly stored materials. The remaining 10 percent of the total earned value to date will be held as retainage.

13.04 Not Used.

- 13.05 Owner will pay the remainder of the Contract Price as recommended by PCM in accordance with the General Conditions upon Final Completion and acceptance of the Work.
- 13.06 Review of Applications
 - A. Within 10 days after receipt of each payment application, the PCM will either indicate in writing a recommendation for payment and present the payment application to Owner or return the payment application to Contractor indicating in writing PCM's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the payment application.
 - B. PCM will recommend reductions in payment (set-offs) which, in the opinion of the PCM, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.

The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work; incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work; or liquidated damages that have accrued as a result of Contractor's failure to complete the Work; or for defective Work not corrected, until the cause for such order has been eliminated.

- 13.07 Contractor's Warranty of Title
 - A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.
- 13.08 Substantial Completion
 - A. The Contractor shall notify Owner and PCM in writing that the Work is substantially complete and request the PCM issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and PCM an initial draft of punch list items to be completed or corrected before final payment.
 - B. PCM will make an inspection of the Work with the Owner, Design Professional, and Contractor to determine the status of completion. If PCM does not consider the Work substantially complete, PCM will notify Contractor, Design Professional, and Owner in writing giving the reasons therefor.
 - C. PCM will deliver to Owner a certificate of substantial completion which fixes the date of Substantial Completion if PCM considers the Work substantially complete and include a punch list of items to be completed or corrected before final payment.
- 13.09 Final Inspection
 - A. PCM will make a final inspection upon notice from Contractor that the entire is complete. PCM will notify Contractor of Work determined to be incomplete or

defective. Immediately take corrective measures to complete the Work and correct defective Work.

- 13.10 Final Payment
 - A. Contractor shall make application for final payment after completing required corrections identified during the final inspection and delivering items and documents required by the Contract Documents. Provide the following with the final payment application:
 - 1. Consent of Surety (if any) to Final Payment acknowledging unsettled disputes; and
 - 2. Bills Paid Affidavit from Contractor identifying all Subcontractors and Suppliers on the project, and the amount unpaid, if any, to each.
 - 3. A statutory, conditional lien release for Final Payment and a statutory unconditional lien release for all payments received for final payment.
 - B. PCM is to either recommend payment of the final payment application to Owner if PCM is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled or notify the Contractor of PCM's reasons for not recommending final payment.
 - C. The Work is complete, subject to surviving obligations, when it is ready for final payment as established by the PCM's recommendation of payment of the final payment application to Owner and the issuance of a certificate of final completion.
 - D. The Owner is to pay the amount of final payment recommended by the PCM within 30 days after receipt of the final payment application and accompanying documentation from the PCM.
- 13.11 Waiver of Claims
 - A. The making of final payment does not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from:
 - 1. Unsettled Liens or claims for non-payment;
 - 2. Defective Work appearing after final inspection pursuant to Paragraph 13.07;
 - 3. Contractor's failure to comply with the Contract Documents or the terms of specified special guarantees; or
 - 4. Contractor's continuing obligations under the Contract Documents.
 - B. Contractor waives claims and rights against Owner by accepting final payment.

ARTICLE 14 - SUSPENSION OF WORK AND TERMINATION

- 14.01 Owner May Suspend Work
 - A. Owner may suspend the Work or a portion of the Work for a period of not more than 90 consecutive days, at any time and without cause, by notice to Contractor. This notice fixes the date on which Contractor is to resume Work. Contractor is entitled

to adjustments in the Contract Price and Contract Times directly attributable to this suspension. Contractor shall submit a Change Proposal seeking an adjustment no later than ten (10) days after the date fixed for resumption of Work.

- 14.02 Owner May Terminate for Cause
 - A. The occurrence of one or more of the following events constitutes a default by Contractor and justifies termination for cause:
 - Contractor's persistent failure to perform the Work in accordance with the Contract Documents, including failure to supply sufficient skilled workers or suitable materials or equipment;
 - 2. Failure to adhere to the progress schedule;
 - 3. Failure of the Contractor to provide a satisfactory replacement bond or insurance in the event either is lost or cancelled;
 - 4. Failure of Contractor to maintain financial solvency to adequately complete the Project as indicated by one or more of the following:
 - a. A petition of bankruptcy is filed by or against Contractor,
 - b. Contractor is adjudged as bankrupt or insolvent,
 - c. Contractor or surety makes a general assignment for the benefit of creditors,
 - d. A receiver is appointed for the benefit of Contractor's creditors, or
 - e. A receiver is appointed on account of Contractor's insolvency;
 - 5. Contractor's disregard of Laws or Regulations of public bodies having jurisdiction; or
 - 6. Contractor's repeated disregard of the authority of PCM or the Owner.
 - B. Contractor and surety must provide adequate assurance of future performance in accordance with the Contract Documents that is satisfactory to Owner if Contractor is believed to be in financial distress due to the existence of one or more of the indicators listed in Paragraph 14.02.A.4. Owner may terminate this Contract if Contractor and surety fail to provide adequate documentation satisfactory to Owner within 10 days of PCM's request for this information.
 - C. Owner may declare Contractor to be in default, give notice to Contractor and surety that the Contract is terminated, and enforce the rights available to Owner under the performance bond after giving Contractor and surety 10 days' notice that one or more of the events identified in Paragraph 14.02.A has occurred.
 - D. Owner may exclude Contractor from the Site, take possession of the Work, incorporate the materials and equipment stored, and complete the Work as Owner may deem expedient if Owner has terminated the Contract for cause.

- E. Owner may elect not to proceed with termination of the Contract under this Paragraph 14.02 if Contractor begins to correct the cause for termination within 7 days of receipt of notice of intent to terminate.
- F. Contractor is not entitled to receive further payments until the Work is completed if Owner proceeds as provided in this Paragraph 14.02. The amount of the Contract Price remaining is to be paid to the Contractor if the unpaid balance exceeds the cost to complete the Work. This cost to complete the Work may include related claims, costs, losses, damages, and the fees and charges of engineers, architects, attorneys, and other professionals retained by Owner. Contractor shall pay the difference to Owner if the cost to complete the Work including related claims, costs, losses, and damages exceeds the unpaid balance of the Contract Price. Claims, costs, losses, and damages incurred by Owner are to be reviewed as to their reasonableness and incorporated in a Change Order by the PCM. Owner is not required to obtain the lowest price for the Work performed when exercising its rights or remedies under this paragraph.
- G. Termination does not affect the rights or remedies of Owner against Contractor or against surety under the payment bond or performance bond. Owner does not release Contractor from liability by paying or retaining money due Contractor.
- 14.03 Owner May Terminate For Convenience
 - A. Owner may terminate the Contract without cause after giving 7 days' notice to Contractor of the effective date of termination. Contractor is to be paid for the following if Owner terminates for convenience:
 - 1. Work completed in accordance with the Contract Documents prior to the effective date of termination;
 - 2. Equipment and materials delivered to the Site or accepted by Owner for future delivery.
 - 3. Actual costs sustained prior to the effective date of termination for Work in progress, plus a fee calculated in accordance with Paragraph 9.02.B.3; and
 - 4. Reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
 - B. No payment is payable to Contractor for loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from this termination.
- 14.04 Contractor May Stop Work or Terminate
 - A. Contractor may terminate the Contract and issue a Change Proposal requesting payment from Owner on the same terms as provided in Paragraph 14.03 after 10 days' written notice to PCM provided that, through no act or fault of Contractor:
 - The Work is suspended for more than 90 consecutive days by Owner and Owner does not remedy this suspension within 10 days after receipt of the notice;
 - 2. PCM fails to act on a payment application within 30 days after it is submitted; or

- 3. Owner fails to pay Contractor sums determined to be due, other than the final payment, within 30 days after payment is recommended by PCM.
- B. Contractor may stop Work, without prejudice to other rights or remedies in lieu of terminating the Contract, if PCM has failed to act on a payment application within 30 days after it is submitted or Owner has failed to pay Contractor within 30 days after payment is recommended by PCM. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times for damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 15 - CONTRACTOR'S REPRESENTATIONS

- 15.01 The Contractor makes the following representations:
 - A. The Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Proposal Documents.
 - B. The Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. The Contractor is familiar with Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. The Contractor has carefully studied the following Site-related reports and drawings:
 - 1. Geotechnical Data Reports regarding subsurface conditions at or adjacent to the Site;
 - 2. Reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site; and
 - 3. Technical Data related to each of these reports and drawings.
 - E. The Contractor has considered the:
 - 1. Information known to Contractor;
 - 2. Information commonly known to contractors doing business in the locality of the Site;
 - 3. Information and observations obtained from visits to the Site; and
 - 4. The Contract Documents.
 - F. The Contractor has considered the items identified in Paragraphs 15.01.D and 15.01.E with respect to the effect of such information, observations, and documents on:
 - 1. The cost, progress, and performance of the Work;
 - 2. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and

- 3. Contractor's safety precautions and programs.
- G. Based on the information and observations referred to in the preceding paragraphs, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- H. The Contractor is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- I. The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- J. The Contractor has given PCM and the Owner written notice of all conflicts, errors, ambiguities, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution provided by the PCM and the Owner is acceptable to the Contractor.
- K. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- L. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 16 - OTHER REQUIREMENTS

- 16.01 Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts: As required by Tex. Fam. Code Section 231.006, Contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
- 16.02 Workers' Compensation Insurance
 - A. By signing this Agreement, Contractor certifies that it provides workers' compensation insurance coverage for all employees employed on this Project pursuant to Tex. Lab. Code Section 406.096(a).
 - B. As required by Section 406.096(b), Contractor must require each Subcontractor to certify in writing to the Contractor that the Subcontractor provides workers' compensation insurance coverage for all of the employees it employs on this Project. Contractor must provide these certifications to the Owner within [10] days of the Effective Date of the Agreement.

- 16.03 Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organizations
 - A. Tex. Gov't Code Chapter 2252, Subchapter F, prohibits the award of governmental contracts to companies engaged in business with Iran, Sudan, or foreign terrorist organizations.
 - B. By signing this Agreement, Contractor certifies that it is not ineligible to be awarded this Contract under Chapter 2252, Subchapter F.
- 16.04 Prohibition on Contracts with Certain Companies that Boycott Israel
 - A. Tex. Gov't Code Chapter 2270 prohibits the award of governmental contracts to companies boycotting Israel.
 - B. By signing this Agreement, Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this Contract.
- 16.05 Davis-Bacon Act
 - A. This project is subject to the Davis-Bacon Act and Related Act wage provisions.
 - B. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.
 - 1. State: Texas
 - 2. Construction Type: Building
 - 3. County: Tarrant County in Texas
- 16.06 Buy Board Requirements
 - A. The Buy Board requirements under the Contractor's separate agreement with Buy Board are conditions of this Contract. Any renumeration to the cooperative purchase agreement or other costs due as a result of Buy Board requirements are included in this contract price.
- 16.07 Build America, Buy America Act (BABA)
 - A. The Contractor acknowledges to and for the benefit of the Owner that it understands the goods and services under this Agreement are being partially funded with federal monies made available by the Community Development Block Grant (CDBG) Program that have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the

United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the Requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, or any damages owed to the Owner).

- B. Contractor will provide the following reporting for BABA:
 - 1. Include a statement with each invoice to Owner that certifies that all incorporated materials meet BABA standards.
 - 2. Include a final certification letter with request for final payment.

ARTICLE 17 - MISCELLANEOUS

- 17.01 Cumulative Remedies
 - A. The duties and obligations imposed by these General Conditions and the rights and remedies available to the Owner or Contractor by these General Conditions are in addition to, and are not a limitation of, the rights and remedies which are otherwise imposed or available by:
 - 1. Laws or Regulations;
 - 2. Special warranties or guarantees; or
 - 3. Other provisions of the Contract Documents.
 - B. The provisions of this Paragraph 16.01 are as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.
- 17.02 Limitation of Damages
 - A. Owner's Indemnitees are not liable to Contractor for consequential damages, including but not limited to costs, losses, or damages sustained by Contractor associated with home office overhead, loss of productivity or lost profits on other projects or anticipated projects.
- 17.03 No Waiver
 - A. The failure of Owner or Contractor to enforce any provision of this Contract does not constitute a waiver of that provision, affect the enforceability of that provision, or the enforceability of the remainder of this Contract.

- 17.04 Severability
 - A. If a court of competent jurisdiction renders a part of this Contract invalid or unenforceable, that part is to be severed and the remainder of this Contract continues in full force.
- 17.05 Survival of Obligations
 - A. Representations, indemnifications, warranties, guarantees, and continuing obligations required by the Contract Documents survive completion and acceptance of the Work or termination of the Contract.
- 17.06 No Third Party Beneficiaries
 - A. Nothing in this Contract can be construed to create rights in any entity other than the Owner and Contractor. Neither the Owner nor Contractor intends to create third party beneficiaries by entering into this Contract.
- 17.07 Assignment of Contract
 - A. This Contract may not be assigned in whole or in part by the Contractor without the consent of the Owner.
- 17.08 No Waiver of Sovereign Immunity
 - A. The Owner has not waived its sovereign immunity by entering into and performing its obligations under this Contract.
- 17.09 Controlling Law
 - A. This Contract is governed by the laws of the State of Texas without regard to its conflicts of laws. Venue for legal proceedings lies exclusively in Tarrant County, Texas.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

The Effective Date of the Contract is [date to be inserted at the Time of Contract Execution].

Owner		Contractor		
:	Child Care Associates	:	[Name of Contractor]	
	(typed or printed)		(typed or printed)	
By:		By:		
	(signature)		(signature)	
Name:		Name:		
	(typed or printed)		(typed or printed)	
Title:		Title:		
	(typed or printed)		(typed or printed	
Attest:		Attest:		
	(signature)		(signature)	
Address	s for giving notice:	Address for	r giving notice:	
Designa	ated representative:	Designated	l representative:	
Name		Name :		
Title:		Title:		
Address:		Address:		
Telepho	ne	Telephone		
: .		: `		
Email:		Email:	b avidance of authority to size)	
		(Attaci	h evidence of authority to sign.)	

END OF SECTION

SECTION 01 1400 WORK RESTRICTIONS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Work Included:
 - 1. Contractor shall comply with the following requirements concerning scope and work restrictions.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 01 of these Specifications.
 - 2. The work of other contracts is described in various contract documents prepared therefore, some of which are in the possession of the Owner and are available for inspection by interested parties.
- C. Specific Project Restrictions:
 - 1. Contractor shall be advised that the facility will be operating during the duration of this project.
 - 2. Contractor shall coordinate with the Owner any activities which will disrupt normal facility operations.
 - 3. Before project completion and a certificate of occupancy is issued, Contractor shall provide fully established grass at locations including but not limited to all disturbed areas, under items that have been stored on site, construction trailers and storage units.
 - 4. Two separate phases are expected with a mobilization and demobilization to site for each phase.
 - 5. Contractor may begin construction on or about June 23, 2025.
 - 6. Phase 1: Contractor shall prepare the building pad for the modular building by September 5, 2025. Perform the demolition, grading, walls, utilities, and any other work required to prepare the building pad prior to the required date specified for this phase. After completing the required site preparation for the modular building demobilize for the first phase. Keep and maintain temporary controls (construction fencing and SWPPP measures) in place until the end of the project.
 - 7. Phase 2: As the modular building builder completes interior finishes, the Contractor will be given notice to proceed with Phase 2 to perform the rest of the work required on site. The Contractor will have three calendar months to finish the work. Be Substantially Complete with work on site by June 26, 2026.

END OF SECTION

KH GENERAL NOTES

- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE PLANS. CITY (OR TOWN) STANDARD DETAILS AND SPECIFICATIONS, THE FINAL GEOTECHNICAL REPORT AND ALL ISSUED ADDENDA, AND COMMONLY ACCEPTED CONSTRUCTION STANDARDS. THE CITY SPECIFICATIONS SHALL GOVERN WHERE OTHER SPECIFICATIONS DO NOT EXIST. IN CASE OF CONFLICTING SPECIFICATIONS OR DETAILS, THE MORE RESTRICTIVE SPECIFICATION AND DETAIL SHALL BE FOLLOWED THE CONTRACTOR SHALL COMPLY WITH CITY (OR TOWN) "GENERAL NOTES" FOR CONSTRUCTION, IF EXISTING AND REQUIRED BY THE CITY. FOR INSTANCES WHERE THEY CONFLICT WITH THESE KH GENERAL NOTES. THEN THE MORE RESTRICTIVE SHALL APPLY. 3. THE CONTRACTOR SHALL FURNISH ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE AUTHORITIES' SPECIFICATIONS AND REQUIREMENTS.
- THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING TO DETERMINE EXISTING CONDITIONS. THE EXISTING CONDITIONS SHOWN ON THESE PLANS WERE PROVIDED BY THE TOPOGRAPHIC SURVEY PREPARED BY THE PROJECT SURVEYOR, AND ARE BASED ON THE BENCHMARKS SHOWN. THE CONTRACTOR SHALL REFERENCE THE SAME BENCHMARKS. 6. THE CONTRACTOR SHALL REVIEW AND VERIFY THE EXISTING TOPOGRAPHIC SURVEY SHOWN ON THE PLANS REPRESENTS EXISTING FIELD CONDITIONS PRIOR TO CONSTRUCTION, AND SHALL REPORT ANY DISCREPANCIES FOUND TO THE OWNER AND ENGINEER IMMEDIATELY
- . IF THE CONTRACTOR DOES NOT ACCEPT THE EXISTING TOPOGRAPHIC SURVEY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THEN THE CONTRACTOR SHALL SUPPLY AT THEIR OWN EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED PROFESSIONAL LAND SURVEYOR TO THE OWNER AND ENGINEER FOR REVIEW. 8 CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION SURVEYING AND STAKING
- 9. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL CONTROL, INCLUDING BENCHMARKS PRIOR TO COMMENCING CONSTRUCTION OR STAKING OF IMPROVEMENTS. PROPERTY LINES AND CORNERS SHALL BE HELD AS THE HORIZONTAL CONTROL.
- 10 THE CONTRACTOR SHALL REVIEW AND VERIEVALL DIMENSIONS FLEVATIONS AND FIELD CONDITIONS THAT MAY AFFECT CONSTRUCTION. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ARCHITECT, ENGINEER, AND IF APPLICABLE THE CITY AND OWNER. NO CONSIDERATION WILL BE GIVEN TO CHANGE ORDERS FOR WHICH THE CITY, ENGINEER, AND OWNER WERE NOT CONTACTED PRIOR TO CONSTRUCTION OF THE AFFECTED ITEM. 1. CONTRACTOR SHALL THOROUGHLY CHECK COORDINATION OF CIVIL, LANDSCAPE, MEP, ARCHITECTURAL, AND OTHER PLANS PRIOR TO
- COMMENCING CONSTRUCTION. OWNER/ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCY PRIOR TO COMMENCING WITH CONSTRUCTION 12.IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK TO HAVE THEM LOCATE THEIR EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE AN ADEQUATE MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO
- BEGINNING CONSTRUCTION. 13. CONTRACTOR SHALL CALL TEXAS 811 AN ADEQUATE AMOUNT OF TIME PRIOR TO COMMENCING CONSTRUCTION OR ANY EXCAVATION. 14. CONTRACTOR SHALL USE EXTREME CAUTION AS THE SITE CONTAINS VARIOUS KNOWN AND UNKNOWN PUBLIC AND PRIVATE UTILITIES. 15. THE LOCATIONS, ELEVATIONS, DEPTH, AND DIMENSIONS OF EXISTING UTILITIES SHOWN ON THE PLANS WERE OBTAINED FROM AVAILABLE UTILITY COMPANY MAPS AND PLANS. AND ARE CONSIDERED APPROXIMATE AND INCOMPLETE. IT SHALL BE THE CONTRACTORS' RESPONSIBILITY TO VERIFY THE PRESENCE, LOCATION, ELEVATION, DEPTH, AND DIMENSION OF EXISTING UTILITIES
- SUFFICIENTLY IN ADVANCE OF CONSTRUCTION SO THAT ADJUSTMENTS CAN BE MADE TO PROVIDE ADEQUATE CLEARANCES. THE ENGINEER SHALL BE NOTIFIED WHEN A PROPOSED IMPROVEMENT CONFLICTS WITH AN EXISTING UTILITY. 16. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ANY ADJUSTMENTS AND RELOCATIONS OF EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS. INCLUDING BUT NOT LIMITED TO. ADJUSTING EXISTING MANHOLES TO MATCH PROPOSED GRADE, RELOCATING EXISTING POLES AND GUY WIRES THAT ARE LOCATED IN PROPOSED DRIVEWAYS, ADJUSTING THE HORIZONTAL OR VERTICAL ALIGNMENT OF EXISTING UNDERGROUND UTILITIES TO ACCOMMODATE PROPOSED GRADE OR CROSSING WITH A PROPOSED UTILITY, AND ANY OTHERS THAT MAY BE ENCOUNTERED THAT ARE UNKNOWN AT THIS TIME AND NOT SHOWN ON THESE PLANS.
- 7. CONTRACTOR SHALL ARRANGE FOR OR PROVIDE, AT ITS EXPENSE, ALL GAS, TELECOMMUNICATIONS, CABLE, OVERHEAD AND UNDERGROUND POWER LINE, AND UTILITY POLE ADJUSTMENTS NEEDED.
- 18. CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION OF FRANCHISE UTILITIES THAT ARE NECESSARY FOR ON-SITE AND OFF-SITE CONSTRUCTION, AND SERVICE TO THE PROPOSED DEVELOPMENT. 19. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL DAMAGES DUE TO THE CONTRACTORS' FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES. IF IT IS NECESSARY TO SHORE, BRACE, SWING 5. ALL CONTRACTORS AND SUBCONTRACTORS AND SUBCONTRACTORS PROVIDING SERVICES RELATED TO THE SWPPP SHALL SIGN THE REQUIREMENTS FOR PUBLIC PAVEMENT.
- OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED BY THE CONTRACTOR AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK. 20.BRACING OF UTILITY POLES MAY BE REQUIRED BY THE UTILITY COMPANIES WHEN TRENCHING OR EXCAVATING IN CLOSE PROXIMITY TO THE POLES. THE COST OF BRACING POLES WILL BE BORNE BY THE CONTRACTOR, WITH NO SEPARATE PAY ITEM FOR THIS WORK.
- THE COST IS INCIDENTAL TO THE PAY ITEM. 21.CONTRACTOR SHALL USE ALL NECESSARY SAFETY PRECAUTIONS TO AVOID CONTACT WITH OVERHEAD AND UNDERGROUND POWER LINES. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, FEDERAL AND UTILITY OWNER REGULATIONS PERTAINING
- TO WORK SETBACKS FROM POWER LINES 22. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ALL REQUIRED CONSTRUCTION PERMITS, APPROVALS, AND BONDS PRIOR TO CONSTRUCTION.
- 23. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES A COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, GEOTECHNICAL REPORT AND ADDENDA, PROJECT AND CITY SPECIFICATIONS, AND SPECIAL CONDITIONS, COPIES OF ANY REQUIRED CONSTRUCTION PERMITS, EROSION CONTROL PLANS, SWPPP AND INSPECTION REPORTS. 24.ALL SHOP DRAWINGS AND OTHER DOCUMENTS THAT REQUIRE ENGINEER REVIEW SHALL BE SUBMITTED BY THE CONTRACTOR
- SUFFICIENTLY IN ADVANCE OF CONSTRUCTION OF THAT ITEM, SO THAT NO LESS THAN 10 BUSINESS DAYS FOR REVIEW AND RESPONSE IS AVAILABLE 25.ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES, JURISDICTIONAL AGENCIES, AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO USE OF THE FACILITY AND THE FINAL CONNECTION OF SERVICES.
- 26.CONTRACTOR SHALL ARRANGE FOR REQUIRED CITY INSPECTIONS. 27.CONTRACTOR'S BID PRICE SHALL INCLUDE ALL INSPECTION FEES.
- 28 ALL SYMBOLS SHOWN ON THESE PLANS (E.G. FIRE HYDRANT, METERS, VALVES, INLETS, ETC....) ARE FOR PRESENTATION PURPOSES ONLY AND ARE NOT TO SCALE. CONTRACTOR SHALL COORDINATE FINAL SIZES AND LOCATIONS WITH APPROPRIATE CITY INSPECTOR. 29. THE SCOPE OF WORK FOR THE CIVIL IMPROVEMENTS SHOWN ON THESE PLANS TERMINATES 5-FEET FROM THE BUILDING. REFERENCE THE BUILDING PLANS (E.G. ARCHITECTURAL, STRUCTURAL, MEP) FOR AREAS WITHIN 5-FEET OF THE BUILDING AND WITHIN THE
- BUII DING FOOTPRINT 30.REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR ALL FINAL BUILDING DIMENSIONS. 11. THE PROPOSED BUILDING FOOTPRINT(S) SHOWN IN THESE PLANS WAS PROVIDED TO KIMLEY-HORN AND ASSOCIATES, INC. (KH) BY THE d. OTHER REPORTS THAT ARE APPLICABLE AND AVAILABLE PROJECT ARCHITECT AT THE TIME THESE PLANS WERE PREPARED. IT MAY NOT BE THE FINAL CORRECT VERSION BECAUSE THE BUILDING DESIGN WAS ONGOING THE CONTRACTOR IS SOLED RESPONSIBLE FOR CONFIRMING THE FINAL CORRECT VERSION OF THE BUILDING FOOTPRINT WITH THE ARCHITECT AND STRUCTURAL ENGINEER PRIOR TO LAYOUT. DIMENSIONS AND/OR COORDINATES SHOWN ON THESE PLANS WERE BASED ON THE ABOVE STATED ARCHITECTURAL FOOTPRINT, AND ARE THEREFORE A PRELIMINARY LOCATION OF THE BUILDING. THE CONTRACTOR IS SOLELY RESPONSIBLE TO VERIFY WHAT PART OF THE BUILDING THE ARCHITECT'S BASED ON THE FINAL ARCHITECTURAL FOOTPRINT, CIVIL DIMENSION CONTROL PLAN, SURVEY BOUNDARY AND/OR PLAT. ANY
- DIFFERENCES FOUND SHALL BE REPORTED TO KH IMMEDIATELY. 32.ALL CONSTRUCTION SHALL COMPLY WITH THE PROJECT'S FINAL GEOTECHNICAL REPORT (OR LATEST EDITION), INCLUDING SUBSEQUENT ADDENDA 33.CONTRACTOR IS RESPONSIBLE FOR ALL MATERIALS TESTING AND CERTIFICATION, UNLESS SPECIFIED OTHERWISE BY OWNER. ALL MATERIALS TESTING SHALL BE COORDINATED WITH THE APPROPRIATE CITY INSPECTOR AND COMPLY WITH CITY STANDARD
- SPECIFICATIONS AND GEOTECHNICAL REPORT. TESTING SHALL BE PERFORMED BY AN APPROVED INDEPENDENT AGENCY FOR TESTING MATERIALS. OWNER SHALL APPROVE THE AGENCY NOMINATED BY THE CONTRACTOR FOR MATERIALS TESTING. 34.ALL COPIES OF MATERIALS TEST RESULTS SHALL BE SENT TO THE OWNER, ENGINEER AND ARCHITECT DIRECTLY FROM THE TESTING AGENCY 35.IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO SHOW, BY THE STANDARD TESTING PROCEDURES OF THE MATERIALS, THAT THE
- WORK CONSTRUCTED MEETS THE PROJECT REQUIREMENTS AND CITY SPECIFICATIONS. 36.DUE TO THE POTENTIAL FOR DIFFERENTIAL SOIL MOVEMENT ADJACENT TO THE BUILDING. THE CONTRACTOR SHALL ADHERE TO GEOTECHNICAL REPORT'S RECOMMENDATION FOR SUBGRADE PREPARATION SPECIFIC TO FLATWORK ADJACENT TO THE PROPOSED BUILDING. THE OWNER AND CONTRACTOR ARE ADVISED TO OBTAIN A GEOTECHNICAL ENGINEER RECOMMENDATION SPECIFIC TO FLATWORK ADJACENT TO THE BUILDING. IF NONE IS CURRENTLY EXISTING.
- 37.ALL CONTRACTORS MUST CONFINE THEIR ACTIVITIES TO THE WORK AREA. NO ENCROACHMENTS OUTSIDE OF THE WORK AREA WILL BE ALLOWED. ANY DAMAGE RESULTING THEREFROM SHALL BE CONTRACTOR'S SOLE RESPONSIBILITY TO REPAIR. 38. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, UTILITIES, MANHOLES, POLES, GUY WIRES, VALVE COVERS, VAULT LIDS, FIRE HYDRANTS, COMMUNICATION BOXES/PEDESTALS, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES AT NO COST TO THE OWNER
- 39. THE CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY PHYSICAL DAMAGE TO PRIVATE PROPERTY OR PUBLIC IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO: FENCES, WALLS, SIGNS, PAVEMENT, CURBS, UTILITIES, SIDEWALKS, GRASS, TREES, LANDSCAPING, AND IRRIGATION SYSTEMS, ETC TO ORIGINAL CONDITION OR BETTER AT NO COST TO THE OWNER. 40.ALL AREAS IN EXISTING RIGHT-OF-WAY DISTURBED BY SITE CONSTRUCTION SHALL BE REPAIRED TO ORIGINAL CONDITION OR BETTER, INCLUDING AS NECESSARY GRADING, LANDSCAPING, CULVERTS, AND PAVEMENT
- 41. THE CONTRACTOR SHALL SALVAGE ALL EXISTING POWER POLES, SIGNS, WATER VALVES, FIRE HYDRANTS, METERS, ETC... THAT ARE TO BE RELOCATED DURING CONSTRUCTION 42.CONTRACTOR SHALL MAINTAIN ADEQUATE SITE DRAINAGE DURING ALL PHASES OF CONSTRUCTION, INCLUDING MAINTAINING EXISTING
- DITCHES OR CULVERTS FREE OF OBSTRUCTIONS AT ALL TIMES. 43. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND SUBMITTING A TRENCH SAFETY PLAN, PREPARED BY A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, TO THE CITY PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRENCH SAFETY REQUIREMENTS IN ACCORDANCE WITH CITY, STATE, AND FEDERAL REQUIREMENTS, INCLUDING OSHA FOR ALL TRENCHES. NO OPEN TRENCHES SHALL BE ALLOWED OVERNIGHT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY. 44. THE CONTRACTOR SHALL KEEP TRENCHES FREE FROM WATER
- 45.SITE SAFETY IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR 46. THESE PLANS DO NOT EXTEND TO OR INCLUDE DESIGNS OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE ENGINEER'S SEAL HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTATION OF ALL REQUIRED SAFETY PROCEDURES AND PROGRAMS
- 47. SIGNS RELATED TO SITE OPERATION OR SAFETY ARE NOT INCLUDED IN THESE PLANS. 48.CONTRACTOR OFFICE AND STAGING AREA SHALL BE AGREED ON BY THE OWNER AND CONTRACTOR PRIOR TO BEGINNING OF CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITTING REQUIREMENTS FOR THE CONSTRUCTION OFFICE, TRAILER, STORAGE, AND STAGING OPERATIONS AND LOCATIONS.
- 49.LIGHT POLES, SIGNS, AND OTHER OBSTRUCTIONS SHALL NOT BE PLACED IN ACCESSIBLE ROUTES. 50. ALL SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
- 51. TOP RIM ELEVATIONS OF ALL EXISTING AND PROPOSED MANHOLES SHALL BE COORDINATED WITH TOP OF PAVEMENT OR FINISHED GRADE AND SHALL BE ADJUSTED TO BE FLUSH WITH THE ACTUAL FINISHED GRADE AT THE TIME OF PAVING. 52.CONTRACTOR SHALL ADJUST ALL EXISTING AND PROPOSED VALVES, FIRE HYDRANTS, AND OTHER UTILITY APPURTENANCES TO MATCH ACTUAL FINISHED GRADES AT THE TIME OF PAVING.
- 53. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION SEQUENCING AND PHASING, AND SHALL CONTACT THE APPROPRIATE CITY OFFICIALS, INCLUDING BUILDING OFFICIAL, ENGINEERING INSPECTOR, AND FIRE MARSHALL TO LEARN OF ANY REQUIREMENTS. 54.CONTRACTOR IS RESPONSIBLE FOR PREPARATION, SUBMITTAL, AND APPROVAL BY THE CITY OF A TRAFFIC CONTROL PLAN PRIOR TO
- THE START OF CONSTRUCTION, AND THEN THE IMPLEMENTATION OF THE PLAN. 55. CONTRACTOR SHALL KEEP A NEAT AND ACCURATE RECORD OF CONSTRUCTION, INCLUDING ANY DEVIATIONS OR VARIANCES FROM THE PLANS 56. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT PLANS TO THE ENGINEER AND CITY IDENTIFYING ALL DEVIATIONS AND VARIATIONS FROM THESE PLANS MADE DURING CONSTRUCTION.
- THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL EROSION CONTROL AND WATER QUALITY REQUIREMENTS, LAWS, AND ORDINANCES THAT APPLY TO THE CONSTRUCTION SITE LAND DISTURBANCE. . CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE "TCEQ GENERAL PERMIT TO DISCHARGE UNDER THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM TXR 150000". 3. EROSION CONTROL DEVICES SHOWN ON THE EROSION CONTROL PLAN FOR THE PROJECT SHALL BE INSTALLED PRIOR TO THE START
- OF LAND DISTURBANCE 4. ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS FOR THE PROJECT
- 5. CONTRACTOR IS SOLELY RESPONSIBLE FOR INSTALLATION, IMPLEMENTATION, MAINTENANCE, AND EFFECTIVENESS OF ALL EROSION CONTROL DEVICES, BEST MANAGEMENT PRACTICES (BMPS), AND FOR UPDATING THE EROSION CONTROL PLAN DURING CONSTRUCTION AS FIELD CONDITIONS CHANGE
- 6. CONTRACTOR SHALL DOCUMENT THE DATES OF INSTALLATION, MAINTENANCE OR MODIFICATION, AND REMOVAL FOR EACH BMF EMPLOYED IN THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IF APPLICABLE.
- 7. AS STORM SEWER INLETS ARE INSTALLED ON-SITE, TEMPORARY EROSION CONTROL DEVICES SHALL BE INSTALLED AT EACH INLET PER APPROVED DETAILS. 8. THE EROSION CONTROL DEVICES SHALL REMAIN IN PLACE UNTIL THE AREA IT PROTECTS HAS BEEN PERMANENTLY STABILIZED.
- 9. CONTRACTOR SHALL PROVIDE ADEQUATE EROSION CONTROL DEVICES NEEDED DUE TO PROJECT PHASING. 10. CONTRACTOR SHALL OBSERVE THE EFFECTIVENESS OF THE EROSION CONTROL DEVICES AND MAKE FIELD ADJUSTMENTS AND MODIFICATIONS AS NEEDED TO PREVENT SEDIMENT FROM LEAVING THE SITE. IF THE EROSION CONTROL DEVICES DO NOT

- NOTIFY THE ENGINEER
- QUALITY. PROTECTIVE MEASURES SHALL BE PROVIDED IF NEEDED TO ACCOMPLISH THIS REQUIREMENT. SUCH AS COVERING OR
- ENCIRCLING THE AREA WITH AN APPROPRIATE BARRIER.
- ALL TIMES FOR ALL INGRESS/EGRESS 15.SITE ENTRY AND EXITS SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT THE TRACKING AND FLOWING OF SEDIMENT AND
- REMOVED IMMEDIATELY RESULT OF THE CONSTRUCTION, AS REQUESTED BY OWNER AND CITY. AT A MINIMUM, THIS SHOULD OCCUR ONCE PER DAY FOR THE
- **OFF-SITE ROADWAYS** STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP BMP
- PLANS, THEN THE CONTRACTOR SHALL ARRANGE FOR AN APPROPRIATE DESIGN TO BE PROVIDED.
- PERIODIC RE-GRADING OR NEW STONE MAY BE REQUIRED TO MAINTAIN THE EFFECTIVENESS OF THE CONSTRUCTION ENTRANCE.
- MATERIAL AND TRASH AS CONSTRUCTION PROGRESSES 23. UPON COMPLETION OF FINE GRADING, ALL SURFACES OF DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED. STABILIZATION IS PAVEMENT. OR A UNIFORM PERENNIAL VEGETATIVE COVER.
- ACCORDANCE WITH APPLICABLE REGULATIONS.
- STORM WATER DISCHARGE AUTHORIZATIO
- POLLUTANT DISCHARGE ELIMINATION SYSTEM TXR 150000.
- RECEIVING DISCHARGE FROM THE SITE BY THE TCEQ AND EPA (E.G. NOI).
- THE CITY BY THE CONTRACTOR AND SHALL BE RETAINED ON-SITE DURING CONSTRUCTION. THE OPERATOR OF ANY MS4 RECEIVING DISCHARGE FROM THE SITE.
- AND REMOVED FROM THE SITE. 2 KH DOES NOT WARRANT OR REPRESENT THAT THE PLAN, WHICH WAS PREPARED BASED ON SURVEY AND UTILITY INFORMATION
- PROCESS FOR THE REMOVAL OF THEIR FACILITIES.
- IMPLEMENTING THE DEMOLITION PLAN: a ENVIRONMENTAL SITE ASSESSMENT PROVIDED BY THE OWNER
- b ASBESTOS BUILDING INSPECTION REPORT(S) PROVIDED BY THE OWNER c GEOTECHNICAL REPORT PROVIDED BY THE OWNER
- STARTING ANY WORK ON THE SITE.
- SHOWING ALL ITEMS THAT WILL NEED TO BE DEMOLISHED AND REMOVED. FOUNDATIONS OR WALLS, THAT ARE ALSO TO BE REMOVED.
- ANY DISCREPANCIES
- 2. CONTRACTOR SHALL OBTAIN ANY REQUIRED GRADING PERMITS FROM THE CITY. ELEVATION.
- 4. PROPOSED SPOT ELEVATIONS AND CONTOURS OUTSIDE THE PAVEMENT ARE TO TOP OF FINISHED GRADE. DISCREPANCY
- 7. CONTOURS AND SPOT GRADES SHOWN ARE ELEVATIONS OF TOP OF THE FINISHED SURFACE. WHEN PERFORMING THE GRADING PAVEMENT SECTION
- SUBSEQUENT ADDENDA.
- CONTRACTOR AT NO ADDITIONAL EXPENSE
- REQUIREMENTS GRADE CONTROL POINTS RELATED TO FARTHWORK
- 13. CONTRACTOR TO DISPOSE OF ALL EXCESS EXCAVATION MATERIALS IN A MANNER THAT ADHERES TO LOCAL, STATE AND FEDERAL THE RECEIVING LANDOWNER'S APPROVAL TO DO SO 14. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND REPLACEMENT OF TOPSOIL AT THE COMPLETION OF FINE GRADING. CONTRACTOR
- DITCHES OR CULVERTS FREE OF OBSTRUCTIONS AT ALL TIMES.
- REASON OR ANY LENGTH OF TIME, UNLESS THESE PLANS SPECIFICALLY INDICATE THIS IS REQUIRED. 17 TEMPORARY CUI VERTS MAY BE REQUIRED IN SOME LOCATIONS TO CONVEY RUN-OFF 18. REFER TO DIMENSION CONTROL PLAN, AND PLAT FOR HORIZONTAL DIMENSIONS.
- ENGINEER'S SPECIFICATIONS. THE FILL MATERIAL TO BE USED SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT
- 21.ALL COPIES OF SOILS TEST RESULTS SHALL BE SENT TO THE OWNER, ENGINEER AND ARCHITECT DIRECTLY FROM THE TESTING AGENCY CONSTRUCTED MEETS THE PROJECT REQUIREMENTS AND CITY SPECIFICATIONS.
- IN THE BUILDING PAD
- FLATWORK ADJACENT TO THE BUILDING, IF NONE IS CURRENTLY EXISTING.
- 27. CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANIES FOR ANY REQUIRED UTILITY ADJUSTMENTS AND/OR RELOCATIONS
- INFORMATION IN THE FIELD THAT AFFECT THE GRADING PLAN TO THE CIVIL ENGINEER. PRESERVATION PLAN BY THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING THE WORK.

EFFECTIVELY CONTROL EROSION AND PREVENT SEDIMENTATION FROM WASHING OFF THE SITE, THEN THE CONTRACTOR SHALL 11. OFF-SITE SOIL BORROW, SPOIL, AND STORAGE AREAS (IF APPLICABLE) ARE CONSIDERED AS PART OF THE PROJECT SITE AND MUST ALSO COMPLY WITH THE EROSION CONTROL REQUIREMENTS FOR THIS PROJECT. THIS INCLUDES THE INSTALLATION OF BMP'S TO CONTROL EROSION AND SEDIMENTATION AND THE ESTABLISHMENT OF PERMANENT GROUND COVER ON DISTURBED AREAS PRIOR TO FINAL APPROVAL OF THE PROJECT. CONTRACTOR IS RESPONSIBLE FOR MODIFYING THE SWPPP AND EROSION CONTROL PLAN TO INCLUDE BMPS FOR ANY OFF-SITE THAT ARE NOT ANTICIPATED OR SHOWN ON THE EROSION CONTROL PLAN. 12. ALL STAGING, STOCKPILES, SPOIL, AND STORAGE SHALL BE LOCATED SUCH THAT THEY WILL NOT ADVERSELY AFFECT STORM WATER

13. CONTRACTORS SHALL INSPECT ALL EROSION CONTROL DEVICES, BMPS, DISTURBED AREAS, AND VEHICLE ENTRY AND EXIT AREAS WEEKLY AND WITHIN 24 HOURS OF ALL RAINFALL EVENTS OF 0.5 INCHES OR GREATER, AND KEEP A RECORD OF THIS INSPECTION IN THE SWPPP BOOKLET IF APPLICABLE. TO VERIFY THAT THE DEVICES AND EROSION CONTROL PLAN ARE FUNCTIONING PROPERLY 14. CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION ENTRANCE AT ALL PRIMARY POINTS OF ACCESS IN ACCORDANCE WITH CITY SPECIFICATIONS. CONTRACTOR SHALL ENSURE THAT ALL CONSTRUCTION TRAFFIC USES THE STABILIZED ENTRANCE AT

DIRT ONTO OFF-SITE ROADWAYS. ALL SEDIMENT AND DIRT FROM THE SITE THAT IS DEPOSITED ONTO AN OFF-SITE ROADWAY SHALL 16. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL SILT AND DEBRIS FROM THE AFFECTED OFF-SITE ROADWAYS THAT ARE A

17. WHEN WASHING OF VEHICLES IS REQUIRED TO REMOVE SEDIMENT PRIOR TO EXITING THE SITE, IT SHALL BE DONE IN AN AREA 18. CONTRACTOR SHALL INSTALL A TEMPORARY SEDIMENT BASIN FOR ANY ON-SITE DRAINAGE AREAS THAT ARE GREATER THAN 10

ACRES, PER TCEQ AND CITY STANDARDS. IF NO ENGINEERING DESIGN HAS BEEN PROVIDED FOR A SEDIMENTATION BASIN ON THESE 19. ALL FINES IMPOSED FOR SEDIMENT OR DIRT DISCHARGED FROM THE SITE SHALL BE PAID BY THE RESPONSIBLE CONTRACTOR 20. WHEN SEDIMENT OR DIRT HAS CLOGGED THE CONSTRUCTION ENTRANCE VOID SPACES BETWEEN STONES OR DIRT IS BEING TRACKED ONTO A ROADWAY, THE AGGREGATE PAD MUST BE WASHED DOWN OR REPLACED. RUNOFF FROM THE WASH-DOWN OPERATION SHALL NOT BE ALLOWED TO DRAIN DIRECTLY OFF SITE WITHOUT FIRST FLOWING THROUGH ANOTHER BMP TO CONTROL SEDIMENTATION.

21. TEMPORARY SEEDING OR OTHER APPROVED STABILIZATION SHALL BE INITIATED WITHIN 14 DAYS OF THE LAST DISTURBANCE OF ANY AREA. UNLESS ADDITIONAL CONSTRUCTION IN THE AREA IS EXPECTED WITHIN 21 DAYS OF THE LAST DISTURBANCE 22.CONTRACTOR SHALL FOLLOW GOOD HOUSEKEEPING PRACTICES DURING CONSTRUCTION, ALWAYS CLEANING UP DIRT, LOOSE

ACHIEVED WHEN THE AREA IS EITHER COVERED BY PERMANENT IMPERVIOUS STRUCTURES, SUCH AS BUILDINGS, SIDEWALK, 24.AT THE CONCLUSION OF THE PROJECT, ALL INLETS, DRAIN PIPE, CHANNELS, DRAINAGEWAYS AND BORROW DITCHES AFFECTED BY THE CONSTRUCTION SHALL BE DREDGED, AND THE SEDIMENT GENERATED BY THE PROJECT SHALL BE REMOVED AND DISPOSED IN

. CONTRACTOR SHALL COMPLY WITH ALL TCEQ AND EPA STORM WATER POLLUTION PREVENTION REQUIREMENTS. 2. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE TCEQ GENERAL PERMIT TO DISCHARGE UNDER THE TEXAS

3. THE CONTRACTOR SHALL ENSURE THAT ALL PRIMARY OPERATORS SUBMIT A NOI TO TCEQ AT LEAST SEVEN DAYS PRIOR TO COMMENCING CONSTRUCTION (IF APPLICABLE), OR IF UTILIZING ELECTRONIC SUBMITTAL, PRIOR TO COMMENCING CONSTRUCTION. ALL PRIMARY OPERATORS SHALL PROVIDE A COPY OF THE SIGNED NOI TO THE OPERATOR OF ANY MS4 (TYPICALLY THE CITY) 4. CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IF

APPLICABLE, INCLUDING POSTING SITE NOTICE, INSPECTIONS, DOCUMENTATION, AND SUBMISSION OF ANY INFORMATION REQUIRED CERTIFICATION STATEMENT ACKNOWLEDGING THEIR RESPONSIBILITIES AS SPECIFIED IN THE SWPPP. 6. A COPY OF THE SWPPP, INCLUDING NOI, SITE NOTICE, CONTRACTOR CERTIFICATIONS, AND ANY REVISIONS, SHALL BE SUBMITTED TO 7. A NOTICE OF TERMINATION (NOT) SHALL BE SUBMITTED TO TCEQ BY ANY PRIMARY OPERATOR WITHIN 30 DAYS AFTER ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED AND A UNIFORM VEGETATIVE COVER HAS BEEN ESTABLISHED ON ALL UNPAVED AREAS AND AREAS NOT COVERED BY STRUCTURES, A TRANSFER OF OPERATIONAL CONTROL HAS OCCURRED, OR THE OPERATOR HAS OBTAINED ALTERNATIVE AUTHORIZATION UNDER A DIFFERENT PERMIT. A COPY OF THE NOT SHALL BE PROVIDED TO

I. KH IS NOT RESPONSIBLE FOR THE MEANS AND METHODS EMPLOYED BY THE CONTRACTOR TO IMPLEMENT THIS DEMOLITION PLAN. THIS PRELIMINARY DEMOLITION PLAN SIMPLY INDICATES THE KNOWN OBJECTS ON THE SUBJECT TRACT THAT ARE TO BE DEMOLISHED

PROVIDED BY OTHERS, SHOWS ALL IMPROVEMENTS AND UTILITIES, THAT THE IMPROVEMENTS AND UTILITIES ARE SHOWN ACCURATELY, OR THAT THE UTILITIES SHOWN CAN BE REMOVED. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ITS OWN SITE RECONNAISSANCE TO SCOPE ITS WORK AND TO CONFIRM WITH THE OWNERS OF IMPROVEMENTS AND UTILITIES THE ABILITY AND 3. THIS PLAN IS INTENDED TO GIVE A GENERAL GUIDE TO THE CONTRACTOR, NOTHING MORE. THE GOAL OF THE DEMOLITION IS TO LEAVE THE SITE IN A STATE SUITABLE FOR THE CONSTRUCTION OF THE PROPOSED DEVELOPMENT, REMOVAL OR PRESERVATION OF IMPROVEMENTS, UTILITIES, ETC. TO ACCOMPLISH THIS GOAL ARE THE RESPONSIBILITY OF THE CONTRACTOR. 4. CONTRACTOR IS STRONGLY CAUTIONED TO REVIEW THE FOLLOWING REPORTS DESCRIBING SITE CONDITIONS PRIOR TO BIDDING AND

5. CONTRACTOR SHALL CONTACT THE OWNER TO VERIFY WHETHER ADDITIONAL REPORTS OR AMENDMENTS TO THE ABOVE CITED REPORTS HAVE BEEN PREPARED AND TO OBTAIN/REVIEW/AND COMPLY WITH THE RECOMMENDATION OF SUCH STUDIES PRIOR TO

6 CONTRACTOR SHALL COMPLY WITH ALL LOCAL STATE AND FEDERAL REGULATIONS REGARDING THE DEMOLITION OF OBJECTS ON THE SITE AND THE DISPOSAL OF THE DEMOLISHED MATERIALS OFF-SITE. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO REVIEW THE SITE, DETERMINE THE APPLICABLE REGULATIONS, RECEIVE THE REQUIRED PERMITS AND AUTHORIZATIONS, AND COMPLY. 7. KH DOES NOT REPRESENT THAT THE REPORTS AND SURVEYS REFERENCED ABOVE ARE ACCURATE, COMPLETE, OR COMPREHENSIVE 8. SURFACE PAVEMENT INDICATED MAY OVERLAY OTHER HIDDEN STRUCTURES, SUCH AS ADDITIONAL LAYERS OF PAVEMENT,

1. THE CONTRACTOR AND GRADING SUBCONTRACTOR SHALL VERIFY THE SUITABILITY OF EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSIONS BEFORE START OF CONSTRUCTION. THE CIVIL ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF

3. UNLESS OTHERWISE NOTED, PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN IN PAVED AREA REFLECT TOP OF PAVEMENT SURFACE. IN LOCATIONS ALONG A CURB LINE, ADD 6-INCHES (OR THE HEIGHT OF THE CURB) TO THE PAVING GRADE FOR TOP OF CURB

5. PROPOSED CONTOURS ARE APPROXIMATE. PROPOSED SPOT ELEVATIONS AND DESIGNATED GRADIENT ARE TO BE USED IN CASE OF 6. ALL FINISHED GRADES SHALL TRANSITION UNIFORMLY BETWEEN THE FINISHED ELEVATIONS SHOWN.

OPERATIONS, THE CONTRACTOR SHALL PROVIDE AN APPROPRIATE ELEVATION HOLD-DOWN ALLOWANCE FOR THE THICKNESS OF PAVEMENT, SIDEWALK, TOPSOIL, MULCH, STONE, LANDSCAPING, RIP-RAP AND ALL OTHER SURFACE MATERIALS THAT WILL CONTRIBUTE TO THE TOP OF FINISHED GRADE. FOR EXAMPLE. THE LIMITS OF EARTHWORK IN PAVED AREAS IS THE BOTTOM OF THE

8. NO REPRESENTATIONS OF EARTHWORK QUANTITIES OR SITE BALANCE ARE MADE BY THESE PLANS. THE CONTRACTOR SHALL PROVIDE THEIR OWN EARTHWORK CALCULATION TO DETERMINE THEIR CONTRACT QUANTITIES AND COST. ANY SIGNIFICANT VARIANCE FROM A BALANCED SITE SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE CIVIL ENGINEER. 9. ALL GRADING AND EARTHWORK SHALL COMPLY WITH THE PROJECT'S FINAL GEOTECHNICAL REPORT (OR LATEST EDITION), INCLUDING 10. ALL EXCAVATION IS UNCLASSIFIED AND SHALL INCLUDE ALL MATERIALS ENCOUNTERED. UNUSABLE EXCAVATED MATERIAL AND ALL

11. EROSION CONTROL DEVICES SHOWN ON THE EROSION CONTROL PLAN FOR THE PROJECT SHALL BE INSTALLED PRIOR TO THE START OF GRADING. REFERENCE EROSION CONTROL PLAN, DETAILS, GENERAL NOTES, AND SWPPP FOR ADDITIONAL INFORMATION AND

12.BEFORE ANY EARTHWORK IS PERFORMED, THE CONTRACTOR SHALL STAKE OUT AND MARK THE LIMITS OF THE PROJECT'S PROPERTY LINE AND SITE IMPROVEMENTS. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY ENGINEERING AND SURVEYING FOR LINE AND

LAWS AND REGULATIONS. THE CONTRACTOR SHALL KEEP A RECORD OF WHERE EXCESS EXCAVATION WAS DISPOSED, ALONG WITH

SHALL REFER TO LANDSCAPE ARCHITECTURE PLANS FOR SPECIFICATIONS AND REQUIREMENTS FOR TOPSOIL. 15. CONTRACTOR SHALL MAINTAIN ADEQUATE SITE DRAINAGE DURING ALL PHASES OF CONSTRUCTION, INCLUDING MAINTAINING EXISTING 16.NO EARTHWORK FILL SHALL BE PLACED IN ANY EXISTING DRAINAGE WAY, SWALE, CHANNEL, DITCH, CREEK, OR FLOODPLAIN FOR ANY

19. THE CONTRACTOR SHALL CLEAR AND GRUB THE SITE AND PLACE, COMPACT, AND CONDITION FILL PER THE PROJECT GEOTECHNICAL

20. CONTRACTOR IS RESPONSIBLE FOR ALL SOILS TESTING AND CERTIFICATION, UNLESS SPECIFIED OTHERWISE BY OWNER. ALL SOILS TESTING SHALL BE COORDINATED WITH THE APPROPRIATE CITY INSPECTOR AND SHALL COMPLY WITH CITY STANDARD SPECIFICATIONS AND THE GEOTECHNICAL REPORT. SOILS TESTING SHALL BE PERFORMED BY AN APPROVED INDEPENDENT AGENCY FOR TESTING SOILS. THE OWNER SHALL APPROVE THE AGENCY NOMINATED BY THE CONTRACTOR FOR SOILS TESTING.

22.IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO SHOW, BY THE STANDARD TESTING PROCEDURES OF THE SOILS, THAT THE WORK 23. THE SCOPE OF WORK FOR CIVIL IMPROVEMENT SHOWN ON THESE PLANS TERMINATES 5-FEET FROM THE BUILDING. CONTRACTOR SHALL REFER TO THE GEOTECHNICAL REPORT AND STRUCTURAL PLANS AND SPECIFICATIONS FILL, CONDITIONING, AND PREPARATION

24.DUE TO THE POTENTIAL FOR DIFFERENTIAL SOIL MOVEMENT ADJACENT TO THE BUILDING, THE CONTRACTOR SHALL ADHERE TO GEOTECHNICAL REPORT'S RECOMMENDATION FOR SUBGRADE PREPARATION SPECIFIC TO FLATWORK ADJACENT TO THE PROPOSED BUILDING. THE OWNER AND CONTRACTOR ARE ADVISED TO OBTAIN A GEOTECHNICAL ENGINEER RECOMMENDATION SPECIFIC TO

OF THE PROPOSED BUILDING(S) DURING GRADING OPERATIONS AND IN THE FINAL CONDITION. IF THE CONTRACTOR OBSERVES THAT THIS WILL NOT BE ACHIEVED, THE CONTRACTOR SHALL CONTACT THE ENGINEER TO REVIEW THE LOCATION 26. THE CONTRACTOR SHALL TAKE ALL AVAILABLE PRECAUTIONS TO CONTROL DUST. CONTRACTOR SHALL CONTROL DUST BY SPRINKLING WATER, OR BY OTHER MEANS APPROVED BY THE CITY, AT NO ADDITIONAL COST TO THE OWNER.

NEEDED FOR GRADING OPERATIONS AND TO ACCOMMODATE PROPOSED GRADE, INCLUDING THE UNKNOWN UTILITIES NOT SHOWN ON THESE PLANS. CONTRACTOR SHALL REFER TO THE GENERAL NOTES "OVERALL" SECTION THESE PLANS FOR ADDITIONAL 28.EXISTING TREE LOCATIONS SHOWN ON THESE PLANS ARE APPROXIMATE. CONTRACTOR SHALL REPORT ANY DISCREPANCIES FOUND

29.CONTRACTOR SHALL FIELD VERIFY ALL PROTECTED TREE LOCATIONS, INDIVIDUAL PROTECTED TREE CRITICAL ROOT ZONES, AND PROPOSED SITE GRADING, AND NOTIFY THE CIVIL ENGINEER AND LANDSCAPE ARCHITECT OF ANY CONFLICTS WITH THE TREE

APPROVED TREE PRESERVATION PLANS BY THE LANDSCAPE ARCHITECT 31.CONTRACTOR SHALL REFER TO THE LANDSCAPING AND TREE PRESERVATIONS PLANS FOR ALL INFORMATION AND DETAILS REGARDING EXISTING TREES TO BE REMOVED AND PRESERVED 32.NO TREE SHALL BE REMOVED UNLESS A TREE REMOVAL PERMIT HAS BEEN ISSUED BY THE CITY, OR CITY HAS OTHERWISE CONFIRMED

IN WRITING THAT ONE IS NOT NEEDED FOR THE TREE(S). 33.NO TREE SHALL BE REMOVED OR DAMAGED WITHOUT PRIOR AUTHORIZATION OF THE OWNER OR OWNER'S REPRESENTATIVE EXISTING TREES SHALL BE PRESERVED WHENEVER POSSIBLE AND GRADING IMPACT TO THEM HELD TO A MINIMUM. 34.AFTER PLACEMENT OF SUBGRADE AND PRIOR TO PLACEMENT OF PAVEMENT, CONTRACTOR SHALL TEST AND OBSERVE PAVEMENT AREAS FOR EVIDENCE OF PONDING AND INADEQUATE SLOPE FOR DRAINAGE. ALL AREAS SHALL ADEQUATELY DRAIN TOWARDS THE INTENDED STRUCTURE TO CONVEY STORMWATER RUNOFF. CONTRACTOR SHALL IMMEDIATELY NOTIFY OWNER AND ENGINEER IF ANY AREAS OF POOR DRAINAGE ARE DISCOVER

CONTRACTOR FIELD ADJUSTMENT OF PROPOSED SPOT GRADES IS ALLOWED, IF THE APPROVAL OF THE CIVIL ENGINEER RETAINING WALLS:

RETAINING WALLS SHOWN ARE FOR SITE GRADING PURPOSES ONLY, AND INCLUDE ONLY LOCATION AND SURFACE SPOT ELEVATIONS AT THE TOP AND BOTTOM OF THE WALL 2. RETAINING WALL DESIGN SHALL BE PROVIDED BY THE LANDSCAPE ARCHITECT, REFERENCE LANDSCAPE ARCHITECTURE PLANS FOR DETAILS RETAINING WALL DESIGN SHALL MEET THE INTENT OF THE GRADING PLAN AND SHALL ACCOUNT FOR ANY INFLUENCE ON ADJACENT BUILDING FOUNDATIONS, UTILITIES, PROPERTY LINES AND OTHER CONSTRUCTABILITY NOTES.

RETAINING WALL ENGINEER SHALL CONSULT THESE PLANS AND THE GEOTECHNICAL REPORT FOR POTENTIAL CONFLICT ALL PAVING MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THESE PLANS, THE CITY STANDARD DETAILS AND

- SPECIFICATIONS, THE FINAL GEOTECHNICAL REPORT AND ALL ISSUED ADDENDA, AND COMMONLY ACCEPTED CONSTRUCTION STANDARDS. THE CITY SPECIFICATIONS SHALL GOVERN WHERE OTHER SPECIFICATIONS DO NOT EXIST. IN CASE OF CONFLICTING SPECIFICATIONS OR DETAILS, THE MORE RESTRICTIVE SPECIFICATION/DETAIL SHALL BE FOLLOWED 2. ALL PRIVATE ON-SITE PAVING AND PAVING SUBGRADE SHALL COMPLY WITH THE PROJECT'S FINAL GEOTECHNICAL REPORT (OR LATES' EDITION) INCLUDING ALL ADDENDA
- 3. ALL FIRELANE PAVING AND PAVING SUBGRADE SHALL COMPLY WITH CITY STANDARDS AND DETAILS. IF THESE ARE DIFFERENT THAN THOSE IN THE GEOTECHNICAL REPORT. THEN THE MORE RESTRICTIVE SHALL BE FOLLOWED 4. ALL PUBLIC PAVING AND PAVING SUBGRADE SHALL COMPLY WITH CITY STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS. 5. CONTRACTOR IS RESPONSIBLE FOR ALL PAVING AND PAVING SUBGRADE TESTING AND CERTIFICATION. UNLESS SPECIFIED OTHERWISE BY OWNER. ALL PAVING AND PAVING SUBGRADE TESTING SHALL BE COORDINATED WITH THE APPROPRIATE CITY INSPECTOR.
- TESTING SHALL BE PERFORMED BY AN APPROVED INDEPENDENT AGENCY FOR TESTING PAVING AND SUBGRADE. OWNER SHALL APPROVE THE AGENCY NOMINATED BY THE CONTRACTOR FOR PAVING AND PAVING SUBGRADE TESTING. 6. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO SHOW, BY THE STANDARD TESTING PROCEDURES OF THE PAVING AND PAVING SUBGRADE. THAT THE WORK CONSTRUCTED MEETS THE PROJECT REQUIREMENTS AND CITY SPECIFICATIONS 7 DUE TO THE POTENTIAL FOR DIFFERENTIAL SOIL MOVEMENT ADJACENT TO THE BUILDING THE CONTRACTOR SHALL ADHERE TO
- GEOTECHNICAL REPORT'S RECOMMENDATION FOR SUBGRADE PREPARATION SPECIFIC TO FLATWORK ADJACENT TO THE PROPOSED BUILDING. THE OWNER AND CONTRACTOR ARE ADVISED TO OBTAIN A GEOTECHNICAL ENGINEER RECOMMENDATION SPECIFIC TO FLATWORK ADJACENT TO THE BUILDING, IF NONE IS CURRENTLY EXISTING. 8. CURB RAMPS ALONG PUBLIC STREETS AND IN THE PUBLIC RIGHT-OF-WAY SHALL BE CONSTRUCTED BASED ON THE CITY STANDARD CONSTRUCTION DETAIL AND SPECIFICATIONS
- 9. PRIVATE CURB RAMPS ON THE SITE (I.E. OUTSIDE PUBLIC STREET RIGHT-OF-WAY) SHALL CONFORM TO ADA AND TAS STANDARDS. 10. ALL ACCESSIBLE RAMPS, CURB RAMPS, STRIPING, AND PAVEMENT MARKINGS SHALL CONFORM TO ADA AND TAS STANDARDS, LATEST EDITION.
- 11. ANY COMPONENTS OF THE PROJECT SUBJECT TO RESIDENTIAL USE SHALL ALSO CONFORM TO THE FAIR HOUSING ACT, AND COMPLY WITH THE FAIR HOUSING ACT DESIGN MANUAL BY THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. 12. CONTRACTOR SHALL CONSTRUCT PROPOSED PAVEMENT TO MATCH EXISTING PAVEMENT WITH A SMOOTH, FLUSH, CONNECTION. 13. CONTRACTOR SHALL FURNISH AND INSTALL ALL PAVEMENT MARKINGS FOR FIRE LANES, PARKING STALLS, HANDICAPPED PARKING SYMBOLS, AND MISCELLANEOUS STRIPING WITHIN PARKING LOT AND AROUND BUILDING AS SHOWN ON THE PLANS. ALL PAINT AND
- PAVEMENT MARKINGS SHALL ADHERE TO CITY AND OWNER STANDARDS. 14. REFER TO GEOTECHNICAL REPORT FOR PAVING JOINT LAYOUT PLAN REQUIREMENTS FOR PRIVATE PAVEMENT
- 16. ALL REINFORCING STEEL SHALL CONFORM TO THE GEOTECHNICAL REPORT, CITY STANDARDS, AND ASTM A-615, GRADE 60, AND SHALL BE SUPPORTED BY BAR CHAIRS. CONTRACTOR SHALL USE THE MORE STRINGENT OF THE CITY AND GEOTECHNICAL STANDARDS. 17. ALL JOINTS SHALL EXTEND THROUGH THE CURB.
- 18. THE MINIMUM LENGTH OF OFFSET JOINTS AT RADIUS POINTS SHALL BE 2 FEET 19. CONTRACTOR SHALL SUBMIT A JOINTING PLAN TO THE ENGINEER AND OWNER PRIOR TO BEGINNING ANY OF THE PAVING WORK.
- 20.ALL SAWCUTS SHALL BE FULL DEPTH FOR PAVEMENT REMOVAL AND CONNECTION TO EXISTING PAVEMENT. 21.FIRE LANES SHALL BE MARKED AND LABELED AS A FIRELANE PER CITY STANDARDS. 22.UNLESS THE PLANS SPECIFICALLY DICTATE TO THE CONTRARY, ON-SITE AND OTHER DIRECTIONAL SIGNS SHALL BE ORIENTED SO THEY ARE READILY VISIBLE TO THE ONCOMING TRAFFIC FOR WHICH THEY ARE INTENDED.
- 23.CONTRACTOR IS RESPONSIBLE FOR INSTALLING NECESSARY CONDUIT FOR LIGHTING, IRRIGATION, ETC. PRIOR TO PLACEMENT OF PAVEMENT, ALL CONSTRUCTION DOCUMENTS (CIVIL, MEP, LANDSCAPE, IRRIGATION, AND ARCHITECT) SHALL BE CONSULTED. 24.BEFORE PLACING PAVEMENT, CONTRACTOR SHALL VERIFY THAT SUITABLE ACCESSIBLE PEDESTRIAN ROUTES (PER ADA, TAS, AND FHA) EXIST TO AND FROM EVERY DOOR AND ALONG SIDEWALKS, ACCESSIBLE PARKING SPACES, ACCESS AISLES, AND ACCESSIBLE ROUTES. IN NO CASE SHALL AN ACCESSIBLE RAMP SLOPE EXCEED 1 VERTICAL TO 12 HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SLOPE EXCEED 2.0 PERCENT. IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPE EXCEED 5.0 PERCENT. ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL NOT EXCEED 2.0 PERCENT SLOPE IN ANY DIRECTION
- 25.CONTRACTOR SHALL TAKE FIELD SLOPE MEASUREMENTS ON FINISHED SUBGRADE AND FORM BOARDS PRIOR TO PLACING PAVEMENT TO VERIFY THAT ADA/TAS SLOPE REQUIREMENTS ARE PROVIDED. CONTRACTOR SHALL CONTACT ENGINEER PRIOR TO PAVING IF ANY EXCESSIVE SLOPES ARE ENCOUNTERED. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR ADA AND TAS SLOPE COMPLIANCE ISSUES.

STORM DRAINAGE

ALL STORM SEWER MATERIALS AND CONSTRUCTION SHALL COMPLY WITH CITY STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS

- 2. THE SITE UTILITY CONTRACTOR SHALL PROVIDE ALL MATERIALS AND APPURTENANCES NECESSARY FOR COMPLETE INSTALLATION OF THE STORM SEWER 3. THE CONTRACTOR SHALL FIELD VERIFY THE SIZE, CONDITION, HORIZONTAL, AND VERTICAL LOCATIONS OF ALL EXISTING STORM
- SEWER FACILITIES THAT ARE TO BE CONNECTED TO, PRIOR TO START OF CONSTRUCTION OF ANY STORM SEWER, AND SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED . THE CONTRACTOR SHALL VERIFY AND COORDINATE ALL DIMENSIONS SHOWN, INCLUDING THE HORIZONTAL AND VERTICAL LOCATION
- OF CURB INLETS AND GRATE INLETS AND ALL UTILITIES CROSSING THE STORM SEWER. 5. FLOW LINE, TOP-OF-CURB, RIM, THROAT, AND GRATE ELEVATIONS OF PROPOSED INLETS SHALL BE VERIFIED WITH THE GRADING PLAN AND FIELD CONDITIONS PRIOR TO THEIR INSTALLATION
- ALL PUBLIC STORM SEWER CONSTRUCTION, PIPE, STRUCTURES, AND FITTINGS SHALL ADHERE TO CITY PUBLIC WORKS STANDARD DETAILS AND SPECIFICATIONS. CONTRACTOR SHALL ARRANGE FOR REQUIRED CITY INSPECTIONS.
- 7. ALL PRIVATE STORM SEWER CONSTRUCTION, PIPE, STRUCTURES, AND FITTINGS SHALL ADHERE TO THE APPLICABLE PLUMBING CODE CONTRACTOR SHALL ARRANGE FOR REQUIRED CITY INSPECTIONS. 8. ALL PVC TO RCP CONNECTIONS AND ALL STORM PIPE CONNECTIONS ENTERING STRUCTURES OR OTHER STORM PIPES SHALL HAVE A
- CONCRETE COLLAR AND BE GROUTED TO ASSURE THE CONNECTION IS WATERTIGHT 9. ALL PUBLIC STORM SEWER LINES SHALL BE MINIMUM CLASS III RCP. PRIVATE STORM SEWER LINES 18-INCHES AND GREATER SHALL BE CLASS III RCP OR OTHER APPROVED MATERIAL 10. WHERE COVER EXCEEDS 20-FEET OR IS LESS THAN 2-FEET, CLASS IV RCP SHALL BE USED.
- 11.IF CONTRACTOR PROPOSES TO USE HDPE OR PVC IN LIEU OF RCP FOR PRIVATE STORM SEWER, CONTRACTOR SHALL SUBMIT TECHNICAL DATA TO THE OWNER, ENGINEER AND CITY ENGINEER/INSPECTOR FOR APPROVAL PRIOR TO ORDERING THE MATERIAL. ANY PROPOSED HDPE AND PVC SHALL BE WATERTIGHT. 12. THE CONTRACTOR SHALL PROVIDE CONSTRUCTION SURVEYING FOR ALL STORM SEWER LINES.
- 13. EMBEDMENT FOR ALL STORM SEWER LINES, PUBLIC OR PRIVATE, SHALL BE PER CITY STANDARD DETAILS. 14. ALL WYE CONNECTIONS AND PIPE BENDS ARE TO BE PREFABRICATED AND INSTALLED PER MANUFACTURERS SPECIFICATIONS.
- 15 USE 4 FOOT JOINTS WITH BEVELED ENDS IF RADIUS OF STORM SEWER IS LESS THAN 100 FEFT 16. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND SUBMITTING A TRENCH SAFETY PLAN, PREPARED BY A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS. TO THE CITY PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRENCH SAFETY REQUIREMENTS IN ACCORDANCE WITH CITY, STATE, AND FEDERAL REQUIREMENTS, INCLUDING OSHA FOR ALL TRENCHES. NO OPEN TRENCHES SHALL BE ALLOWED OVERNIGHT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY. 17. THE CONTRACTOR SHALL KEEP TRENCHES FREE FROM WATER.

WATER AND WASTEWATER

- ALL WATER AND WASTEWATER MATERIALS AND CONSTRUCTION SHALL COMPLY WITH CITY STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS. 2 CONTRACTOR SHALL FIELD VERIEV THE SIZE CONDITION HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING WATER AND
- WASTEWATER FACILITIES THAT ARE TO BE CONNECTED TO, PRIOR TO START OF CONSTRUCTION OF ANY WATER OR WASTEWATER CONSTRUCTION, AND SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED WASTE RESULTING FROM SITE CLEARING AND GRUBBING SHALL BE REMOVED FROM THE SITE AND APPROPRIATELY DISPOSED BY THE 3. CONTRACTOR SHALL VERIFY AND COORDINATE ALL DIMENSIONS SHOWN, INCLUDING THE HORIZONTAL AND VERTICAL LOCATION OF
 - ALL UTILITY SERVICES ENTERING THE BUILDING. 4. THE CONTRACTOR SHALL FIELD VERIFY THE ELEVATION OF ALL UTILITY CROSSINGS PRIOR TO THE INSTALLATION OF ANY PIPE. 5. THE SITE UTILITY CONTRACTOR SHALL PROVIDE ALL MATERIALS AND APPURTENANCES NECESSARY FOR COMPLETE INSTALLATION OF
 - THE WATER AND WASTEWATER IMPROVEMENTS 6. ALL PUBLIC WATER AND WASTEWATER CONSTRUCTION, PIPE, STRUCTURES, AND FITTINGS SHALL ADHERE TO CITY PUBLIC WORKS STANDARD DETAILS AND SPECIFICATIONS. CONTRACTOR SHALL ARRANGE FOR REQUIRED CITY INSPECTIONS 7. ALL PRIVATE WATER AND WASTEWATER CONSTRUCTION. PIPE. STRUCTURES. AND FITTINGS SHALL ADHERE TO THE APPLICABLE
 - PLUMBING CODE. CONTRACTOR SHALL ARRANGE FOR REQUIRED CITY INSPECTIONS. 8. FIRE SPRINKLER LINES SHALL BE DESIGNED AND INSTALLED BY A LICENSED FIRE SPRINKLER CONTRACTOR, AND COMPLY TO THE APPLICABLE CODES AND INSPECTIONS REQUIRED. THESE PLANS WERE PREPARED WITHOUT THE BENEFIT OF THE FIRE SPRINKLER
 - DESIGN. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES. 9. EMBEDMENT FOR ALL WATER AND WASTEWATER LINES, PUBLIC OR PRIVATE, SHALL BE PER CITY STANDARD DETAILS. 10. CONTRACTOR SHALL TAKE REQUIRED SANITARY PRECAUTIONS, FOLLOWING ANY CITY, TCEQ, AND AWWA STANDARDS, TO KEEP WATER PIPE AND FITTINGS CLEAN AND CAPPED AT TIMES WHEN INSTALLATION IS NOT IN PROGRESS
 - 11. CONTRACTOR SHALL PROVIDE CONSTRUCTION SURVEYING FOR ALL WATER AND WASTEWATER LINES. 12. ALL WATER AND WASTEWATER SERVICES SHALL TERMINATE 5-FEET OUTSIDE THE BUILDING, UNLESS NOTED OTHERWISE.
 - 13. CONTRACTOR SHALL COMPLY WITH CITY REQUIREMENTS FOR WATER AND WASTEWATER SERVICE DISRUPTIONS AND THE AMOUNT OF PRIOR NOTICE THAT IS REQUIRED, AND SHALL COORDINATE DIRECTLY WITH THE APPROPRIATE CITY DEPARTMENT. 14. CONTRACTOR SHALL SEQUENCE WATER AND WASTEWATER CONSTRUCTION TO AVOID INTERRUPTION OF SERVICE TO SURROUNDING PROPERTIES. 15. CONTRACTOR SHALL MAINTAIN WATER SERVICE AND WASTEWATER SERVICE TO ALL CUSTOMERS THROUGHOUT CONSTRUCTION (IF
 - NECESSARY, BY USE OF TEMPORARY METHODS APPROVED BY THE CITY AND OWNER). THIS WORK SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED. 16. THE CONTRACTOR IS RESPONSIBLE TO PROTECT ALL WATER AND WASTEWATER LINES CROSSING THE PROJECT. THE CONTRACTOR SHALL REPAIR ALL DAMAGED LINES IMMEDIATELY. ALL REPAIRS OF EXISTING WATER MAINS, WATER SERVICES, SEWER MAINS, AND SANITARY SEWER SERVICES ARE SUBSIDIARY TO THE WORK, AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
 - 17. VALVE ADJUSTMENTS SHALL BE CONSTRUCTED SUCH THAT THE COVERS ARE AT FINISHED SURFACE GRADE OF THE PROPOSED PAV/EMENT 18. THE ENDS OF ALL EXISTING WATER MAINS THAT ARE CUT, BUT NOT REMOVED, SHALL BE PLUGGED AND ABANDONED IN PLACE. THIS WORK SHALL BE CONSIDERED AS A SUBSIDIARY COST TO THE PROJECT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
 - 19. ALL FIRE HYDRANTS, VALVES, TEES, BENDS, WYES, REDUCERS, FITTINGS, AND ENDS SHALL BE MECHANICALLY RESTRAINED AND/OR THRUST BLOCKED TO CITY STANDARDS 20.CONTRACTOR SHALL INSTALL A FULL SEGMENT OF WATER OR WASTEWATER PIPE CENTERED AT ALL UTILITY CROSSINGS SO THAT THE JOINTS ARE GREATER THAN 9-FEET FROM THE CROSSING.
- 21.ALL CROSSINGS AND LOCATIONS WHERE WASTEWATER IS LESS THAN 9-FEET FROM WATER, WASTEWATER CONSTRUCTION AND MATERIALS SHALL COMPLY WITH TCEQ CHAPTER 217.53. 25.CONTRACTOR SHALL ENSURE THAT SUFFICIENT POSITIVE SLOPE AWAY FROM THE BUILDING PAD IS ACHIEVED FOR ENTIRE PERIMETER 22.ALL CROSSING AND LOCATIONS WHERE WATER IS LESS THAN 9-FEET FROM WASTEWATER, WATER CONSTRUCTION AND MATERIALS
 - SHALL COMPLY WITH TCEQ CHAPTER 290.44. 23.ALL WATER AND WASTEWATER SHALL BE TESTED IN ACCORDANCE WITH THE CITY, AWWA, AND TCEQ STANDARDS AND SPECIFICATIONS. AT A MINIMUM, THIS SHALL CONSIST OF THE FOLLOWING:
 - a. ALL WATERLINES SHALL BE HYDROSTATICALLY TESTED AND CHLORINATED BEFORE BEING PLACED INTO SERVICE. CONTRACTOR SHALL COORDINATE WITH THE CITY FOR THEIR REQUIRED PROCEDURES AND SHALL ALSO COMPLY WITH TCEO REGULATIONS
 - b. WASTEWATER LINES AND MANHOLES SHALL BE PRESSURE TESTED. CONTRACTOR SHALL COORDINATE WITH THE CITY FOR THEIR REQUIRED PROCEDURES AND SHALL ALSO COMPLY WITH TCEQ REGULATIONS. AFTER COMPLETION OF THESE TESTS, A TELEVISION INSPECTION SHALL BE PERFORMED AND PROVIDED TO THE CITY AND OWNER ON A DVD. 24.CONTRACTOR SHALL INSTALL DETECTABLE WIRING OR MARKING TAPE A MINIMUM OF 12" ABOVE WATER AND WASTEWATER LINES.
 - MARKER DECALS SHALL BE LABELED "CAUTION WATER LINE". OR "CAUTION SEWER LINE". DETECTABLE WIRING AND MARKING TAPE SHALL COMPLY WITH CITY STANDARDS, AND SHALL BE INCLUDED IN THE COST OF THE WATER AND WASTEWATER PIPE. 25. DUCTILE IRON PIPE SHALL BE PROTECTED FROM CORROSION BY A LOW-DENSITY POLYETHYLENE LINER WRAP THAT IS AT LEAST A SINGLE LAYER OF 8-MIL. ALL DUCTILE IRON JOINTS SHALL BE BONDED.
- 30. TREE PROTECTION MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY STANDARD TREE PROTECTION DETAILS AND THE 26. WATERLINES SHALL BE INSTALLED AT NO LESS THAN THE MINIMUM COVER REQUIRED BY THE CITY.

	INTERV	ACTOR SHALL PROVIDE CLEAN-OUTS FOR PRIVATE SANITAR ALS, OR AS REQUIRED BY THE APPLICABLE PLUMBING CODE			GDR GDR	BY
ED Y	28.CONTR FLOOR PUBLIC 29.THE CO ENGINE SAFET OPEN T	CAST IRON COVERS FLUSH WITH FINISHED GRADE. ACTOR SHALL PROVIDE BACKWATER VALVES FOR PLUMBING ELEVATION OF FIXTURE UNIT IS BELOW THE ELEVATION OF SEWER). CONTRACTOR SHALL REVIEW BOTH MEP AND CIV DNTRACTOR IS RESPONSIBLE FOR OBTAINING AND SUBMITTI EER IN THE STATE OF TEXAS, TO THE CITY PRIOR TO CONSTI Y REQUIREMENTS IN ACCORDANCE WITH CITY, STATE, AND F FRENCHES SHALL BE ALLOWED OVERNIGHT WITHOUT PRIOR DNTRACTOR SHALL KEEP TRENCHES FREE FROM WATER.	THE MANHC IL PLANS TC NG A TRENO RUCTION. C EDERAL RE	DLE COVER OF THE NEXT UPSTREAM MANHOLE IN THE O CONFIRM WHERE THESE ARE REQUIRED. CH SAFETY PLAN, PREPARED BY A PROFESSIONAL CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRENCH EQUIREMENTS, INCLUDING OSHA FOR ALL TRENCHES. NO	05/09/2025	DATE
5.	1. A PAV 1.1. T 1.2. T 1.2.1. 1.2.2. 1.2.3.	BLE PARKING SPACES: /ED ACCESSIBLE PARKING SPACE MUST INCLUDE: HE INTERNATIONAL SYMBOL OF ACCESSIBILITY PAINTED CO HE PAVEMENT; HE WORDS "NO PARKING" PAINTED ON ANY ACCESS AISLE A IN ALL CAPITAL LETTERS; WITH A LETTER HEIGHT OF AT LEAST TWELVE INCHES, AN CENTERED WITHIN EACH ACCESS AISLE ADJACENT TO TH IGN IDENTIFYING THE CONSEQUENCES OF PARKING ILLEGA	DJACENT TO ND A STROK HE PARKING	O THE PARKING SPACE. THE WORDS MUST BE PAINTED: E WIDTH OF AT LEAST TWO INCHES; AND SPACE; AND		REVISIONS
ST	1.3.1. 1.3.2. 1.3.3. 1.3.4. 2. A PAF	AT A MINIMUM STATE "VIOLATORS SUBJECT TO FINE AND BE MOUNTED ON A POLE, POST, WALL OR FREESTANDING BE NO MORE THAN EIGHT INCHES BELOW A SIGN REQUIR BE INSTALLED SO THAT THE BOTTOM EDGE OF THE SIGN ABOVE GROUND LEVEL. RKING SPACE IDENTIFICATION SIGN THAT COMPLIES WITH TE IREMENTS IN SUBSECTION (A)(3)(A) SATISFIES SUBSECTION	TOWING" IN BOARD; ED BY TEXA IS NO LOWE	A LETTER HEIGHT OF AT LEAST ONE INCH; AS ACCESSIBILITY STANDARDS, 502.6; AND ER THAN 48 INCHES AND NO HIGHER THAN 80 INCHES	ADDENDUM 1 ADDENDUM 2	
SE	ABBREVIA A ADA AWWA B-B	ATIONS AND DEFINITIONS: AREA AMERICANS WITH DISABILITIES ACT AMERICAN WATER WORKS ASSOCIATION BACK TO BACK	TC TCEQ TEMP TXDOT TXMUTCD TW	TOP OF CURB TEXAS COMMISSION OF ENVIRONMENTAL QUALITY TEMPORARY TEXAS DEPARTMENT OF TRANSPORTATION D TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES TOP OF WALL		No.
)	BC BC BCR BMP BOC BVCE BVCS	BEGIN CURVE BACK OF CURB BEGIN CURB RETURN BEST MANAGEMENT PRACTICE BACK OF CURB BEGIN VERTICAL CURVE ELEVATION BEGIN VERTICAL CURVE STATION	TYP VC WTR WW	TYPICAL VERTICAL CURVE WATER WASTEWATER	년 년	WORTH, TX 76102 335-5070 FIRM F-928
ſ	BW CFS CITY C/L CL CONC	BOTTOM OF WALL CUBIC FEET PER SECOND CITY, TOWN, OR OTHER APPLICABLE LOCAL GOVERNMENT JURISDICTION CENTERLINE CENTERLINE CONCRETE			H ≪	FE 1300, FORT WORTH, TX 511 FAX: 817-335-5070 ENGINEERING FIRM F-928
LL	CONC CY DEMO DG DTL EA EC ECR	CUNCRETE CUBIC YARD DEMOLITION DECOMPOSED GRANITE DETAIL EACH END CURVE END CURVE END CURB RETURN			hev	ST, UNIT 11, S1 DNE: 817-335-6 ⁽ REGISTERED
	EG EL ELEC ELEV EPA ESMT EVCE	EXISTING GROUND ELEVATION ELECTRICAL / ELECTRICITY ELEVATION UNITES STATES ENVIRONMENTAL PROTECTION AGENCY EASEMENT END VERTICAL CURVE ELEVATION			Kin	801 CHERRY (PHC TEXAS
NG T Y	EVCS EX. F-F FG FH FL FOC	END VERTICAL CURVE STATION EXISTING FACE TO FACE FINISHED GROUND FIRE HYDRANT FLOW LINE FACE OF CURB			JENNIFER (F. T.E.KAS G. GANSERT
)F Y	FT HGL KH LAT LF LT	FEET HYDRAULIC GRADE LINE KIMLEY-HORN AND ASSOCIATES, INC. KIMLEY-HORN AND ASSOCIATES, INC. LATERAL LINEAR FEET LEFT			124 75, 570 55, 570 70 70 70 70 70 70 70 70	908 NSE Cont 05/15/2025
N E.	MAX ME MH NO NOI NOI NOT NTS	MAXIMUM MATCH EXISTING ELEVATION MANHOLE MINUTE / MINIMUM NUMBER NOTICE OF INTENT, REF. TCEQ GENERAL PERMIT NOTICE OF TERMINATION, REF. TCEQ GENERAL PERMIT NOT TO SCALE			ECT No. 9000 MAY 2025 :: AS SHOWN	ED BY: 3Y: D BY:
A BE	OC OFF OSHA PC PCC PGL	ON CENTER OFFSET OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION POINT OF CURVATURE PORTLAND CEMENT CONCRETE / POINT OF COMPOUND CURVATURE PROPOSED GRADE LINE			PROJECT No 061339000 DATE: MAY 2 SCALE: A	DESIGNED DRAWN BY CHECKED I
	PI PROP PRC PSI PT PVC PVI	POINT OF INFLECTION PROPOSED POINT OF REVERSE CURVATURE POUNDS PER SQUARE INCH POINT OF TANGENCY POLYVINYL CHLORIDE POINT OF VERTICAL INFLECTION		REFER TO TCEQ DESIGN	STUDIO	ET, TY. TEXAS
	PVMT RCP ROW RT SF SS SSMH	PAVEMENT REINFORCED CONCRETE PIPE RIGHT OF WAY RIGHT SQUARE FEET SANITARY SEWER SANITARY SEWER MANHOLE		GUIDELINES (CHAPTER 290) FOR ALL UTILITY CROSSINGS.	CARE S	I SANFORD STREET, TARRANT COUNTY. TEXAS
)F	STA STD SY TAS	STATION STANDARD SQUARE YARD ARCHITECTURAL BARRIERS TEXAS ACCESSIBILITY STANDARDS		THESE PLAN AND GENERAL NOTES REFER TO: GEOTECHNICAL ENGINEERING REPORT FIRM: <u>CMJ ENGINEERING</u> REPORT #: <u>1320-25-03</u> DATE: <u>APRIL, 2025</u> INCLUDING ALL REVISIONS AND ADDENDA TO THIS REPORT THAT MAY HAVE BEEN RELEASED AFTER THE NOTED DATE.		20 V
DF						
G						
ΗE						
E						
				AMANDA NO. 2025 023806		NUMBER







