

# **MIDWESTERN STATE UNIVERSITY**

## **REQUEST FOR PROPOSAL #735-16-8160**

### **Mustangs Walk Extension**

SEALED PROPOSALS WILL BE ACCEPTED UNTIL:

**2:00 P.M., Thursday, June 23, 2016**

Purchasing Department  
3410 Taft Blvd., Daniel Bldg., Rm. 202  
Wichita Falls, Texas 76308

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### **GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions apply to all offers made to Midwestern State University (herein after referred to as “University”) by all prospective vendors (herein after referred to as “Bidders”) on behalf of Solicitations including, but not limited to, Invitations to Bid and Request for Proposals.

### **INSTRUCTIONS FOR SUBMITTING PROPOSALS**

Review this document in its entirety. Be sure your proposal is complete and accurate.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this Request for Proposal (RFP), the change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of an addendum.

Sign the **Vendor’s Affidavit Notice** and return with your proposal.

**BIDDERS SHALL SUBMIT ELECTRONICALLY, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE PROPOSAL PACKET**

**PROPOSALS SUBMITTED AFTER THE SUBMISSION DEADLINE WILL BE CONSIDERED VOID AND UNACCEPTABLE.**

SUCCESSFUL BIDDER WILL BE NOTIFIED BY MAIL OR E-MAIL. All responding bidders will receive written notification regarding the outcome of the award.

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**PLEASE NOTE CAREFULLY**

**THIS IS THE ONLY APPROVED INSTRUCTIONS FOR USE ON YOUR PROPOSAL. ITEMS BELOW APPLY TO AND BECOME PART OF TERMS AND CONDITIONS OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

Proposal shall be SUBMITTED ELECTRONICALLY and properly identified with the name and number of bid (RFP#735-16-8160 Mustang Walk Extension)

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1. Proposals must be in the Purchasing Office **BEFORE** the hour and date specified.
  2. Proposals **MUST** give full firm name and address of the bidder. Failure to manually sign proposal forms will disqualify bid from evaluation. Person signing bid should show TITLE or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.
  3. Proposals **CANNOT** be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid can be withdrawn after opening without the approval by the Vice-President of Administration & Finance based on a written acceptable reason.
  4. The University is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN PROPOSAL.**
  5. Delivery of Services: Bid must show number of days required to complete project. Unrealistically short or long delivery of service promises may cause bid to be disregarded.
  6. Contract recipient agrees to utilize Historically Underutilized Businesses as either subcontractors and/or suppliers to the best of his /her ability.
  7. If delay is foreseen, bidder shall give written notice to Director of Purchasing. The University has the right to extend delivery of service date if reasons appear valid. Bidder must keep University advised at all times of status of work progress. Default in promised delivery of service timeframe (without acceptable reasons) authorizes the University to cancel the agreement and charge full increase in cost of project to defaulting bidder.
  8. All materials used shall be new, in first class condition unless otherwise indicated in bid. Verbal agreements to the University will not be recognized. All materials and services shall be subject to the University's approval.
  9. The University reserves the right to accept or reject all or any part of the bid.
  10. This is a Request for Proposal inquiry only and implies no obligation on the part of the University.
  11. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the services received by the University.

12. **Award:** A written purchase order or notice of award mailed or otherwise furnished to the successful bidder within the time of acceptance specified in this package results in a binding contract without further action by either party.

13. **Invoicing:** Bidder shall submit one original itemized invoice showing bid number and purchase order number to:

**Midwestern State University  
Purchasing Department  
3410 Taft Blvd., Daniel Building, Room 201  
Wichita Falls, TX. 76308**

14. **Payments:** The University, after receipt of and satisfaction of completed services will make payment to the contractor within 30 days from the receipt of invoice.

15. All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this BID in excess of the amounts quoted.

## **Requests for Proposals**

It is the intent of these specifications to describe the minimum requirements for requested services to allow Midwestern State University in sufficient detail to secure comparable bids. Each bidder must confirm he/she fully understands these specifications and the University's needs and satisfies himself/herself that he/she is cognizant of all factors relating to requirements contained in these specifications.

The bid analysis will include compliance to bid specifications, past performance with vendor (if any), references, delivery of services timeframe and the overall cost to the University. Midwestern State University reserves the right to consider deviations from these specifications.

Award of this bid will be contingent on Midwestern State University's ability to provide funding for the purchase of the equipment.

References shall be included on this bid form. Three current customers with a comparable purchase shall be listed with complete name, address, telephone number and contact person.

The bidder shall return the entire bid/specification package, with their bid, which will constitute a contract equally binding between the bidder and Midwestern State University if the University accepts the bid. Each bid shall be placed in a sealed envelope, manually signed in ink by a person having the authority to bind his/her firm in a contract.

This contract shall remain in effect until delivery and acceptance by the University. Midwestern State University reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the University in the event of breach or default of this contract. Midwestern State University reserves the right to terminate the contract immediately in the event the successful bidder fails to make delivery in accordance with the specifications.

**PRE-BID: A pre-bid meeting will be held on June 14, 2016, at 10:00 AM on the West side of Clark Student Center and East of Killingsworth Dormitory, located on the MSU campus, 3410 Taft Blvd., Wichita Falls, Texas. MSU reserves the right to accept all or none of bids submitted.**

**Questions concerning these specifications should be directed in writing, via email, no later than June 16, 2016 to:**

Mr. Stephen Shelley  
Director of Purchasing & Contract Management  
3410 Taft Blvd. Daniel Bldg. Rm. 202  
Wichita Falls, TX. 76308  
(940) 397-4110  
[stephen.shelley@mwsu.edu](mailto:stephen.shelley@mwsu.edu)

All bids meeting the intent of this request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exception and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Midwestern State University reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the University.

**MUSTANG WALK EXTENSION**  
**RFP #735-16-8160**

**Please see specifications and drawing at the below Link under current bid opportunities listed under the RFP number:**

<http://mwsu.edu/purchasing/>

Please supply a HUB Subcontracting Plan with your bid, which can be found at the below listed link:

<http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Supply an insurance certificate with your Bid.

Supply a W-9 With your Bid if new to Midwestern State University.

2005 Uniform General Conditions apply to this Bid and can be found at the below listed link:

<http://mwsu.edu/purchasing/contract-management>

A bid bond of 5% will be required to be submitted with your bid.

Performance and Payment Bonds will be required for this project, if awarded.

A project schedule is to be submitted with the bid. The anticipated construction schedule is July 1, 2016, though September 1, 2016

**BID SHEET**  
**RFP #735-16-8160**  
**MUSTANG WALK EXTENSION**

**BASE BID:**\_\_\_\_\_

**Name:**\_\_\_\_\_

**Company:**\_\_\_\_\_

**Signature:**\_\_\_\_\_

**Date:**\_\_\_\_\_

**Email:**\_\_\_\_\_

**Telephone:**\_\_\_\_\_

## VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The University prefers customers of similar size and scope of work to this proposal. ***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.***

### REFERENCE ONE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE TWO

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

### REFERENCE THREE

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_



## AFFIDAVIT

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_,

on this day personally appeared \_\_\_\_\_

who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by \_\_\_\_\_

hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email

Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_.

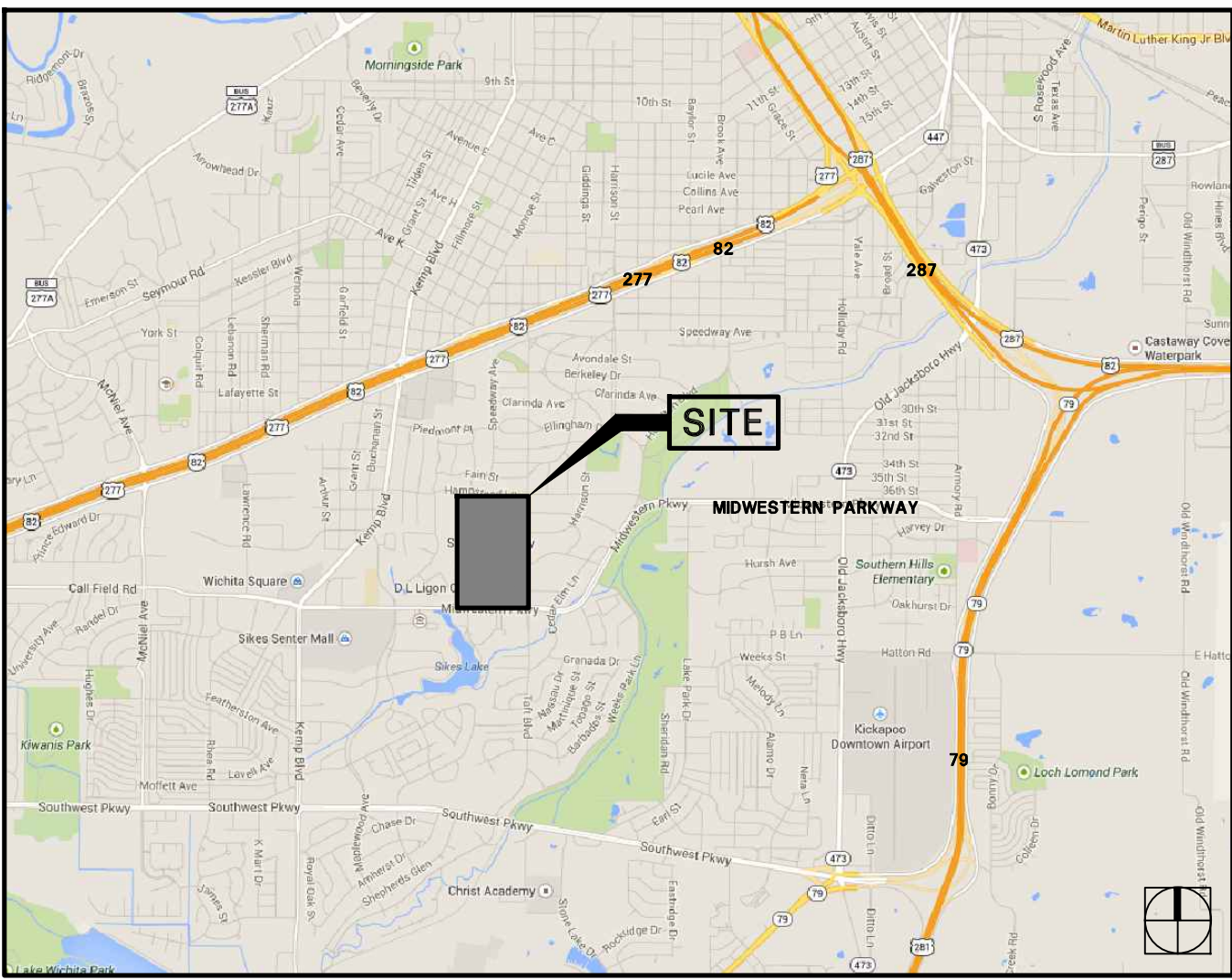
\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_.

# CONSTRUCTION DRAWINGS FOR: SUNWATCHER PLAZA PHASE 2

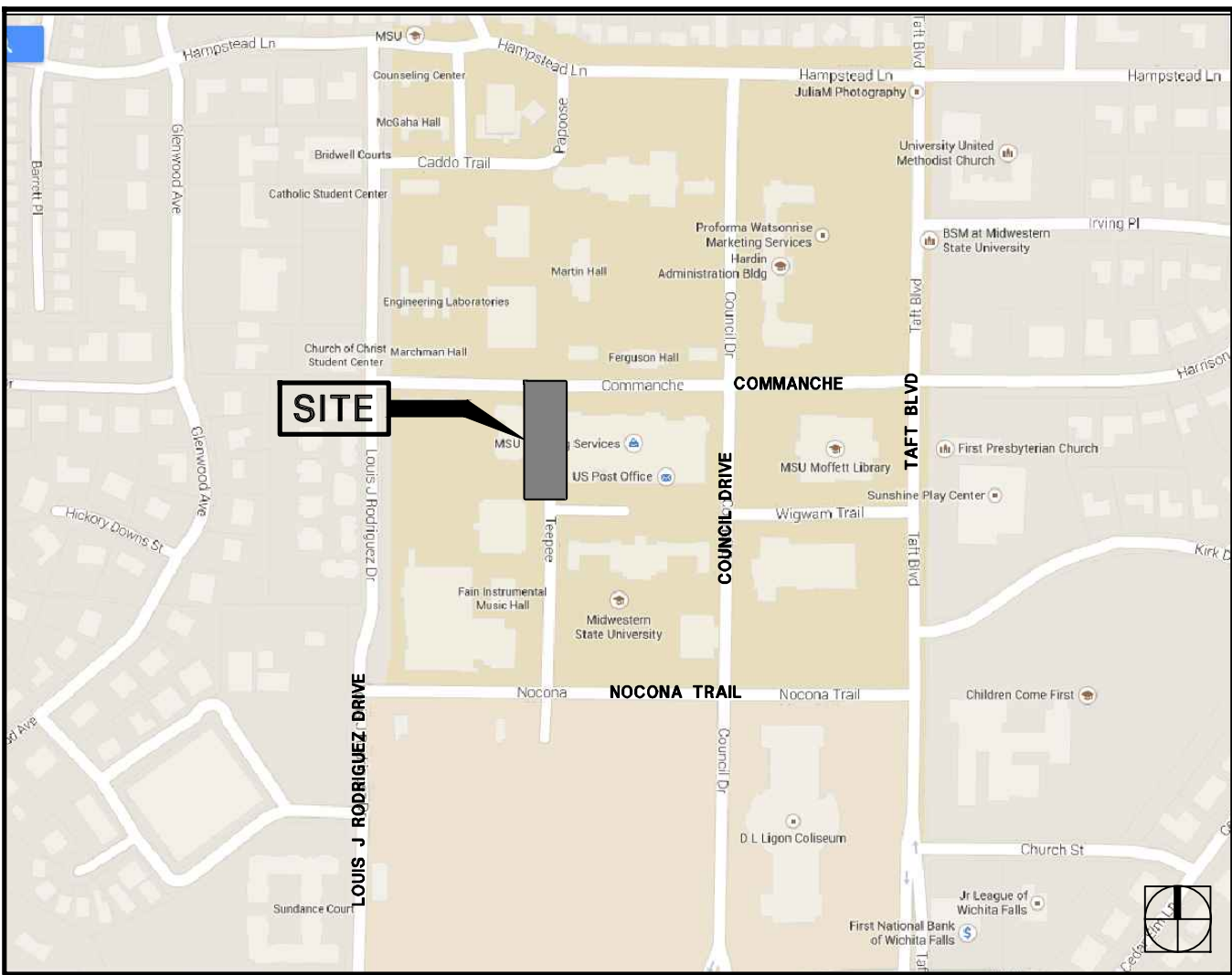
MIDWESTERN STATE UNIVERSITY  
Wichita Falls, Texas

## Sitework

### VICINITY MAP



### LOCATION MAP



### A PROJECT BY

**OWNER:**  
**MIDWESTERN STATE**

CONTACT: KYLE OWEN  
Midwestern State University  
3410 Taft Blvd.  
Daniel Building, Room 111  
Wichita Falls, Texas 76308  
O: 940/397-4648  
F: 940/397-4859

**LANDSCAPE ARCHITECT:**  
**TBG PARTNERS**

CONTACT: TRENT RUSH  
1221 Broadway, Suite 101  
San Antonio, Texas 78215  
O: 210/366-9933

**CIVIL ENGINEER:**  
**PROVEN CORNERSTONE**

CONTACT: SHELLY WOOD  
2406 Kell Boulevard  
Wichita Falls, Texas 76309  
O: 940/322-6450  
F: 940/723-6006

### INDEX OF SHEETS

INC.	DATE	ISSUE	SHEET TITLE	PAGE #
<b>Reference</b>				
■	MAY 25, 2016	Review	Cover Sheet	LC 1.0
■	MAY 25, 2016	Review	General Notes, Legend, and Materials	LC 1.1
■	MAY 25, 2016	Review	Overall Reference Plan	LC 1.2
<b>Demolition</b>				
■	MAY 25, 2016	Review	Demolition Plan	LD 1.1
<b>Grading-Civil</b>				
■	MAY 25, 2016	Review	Grading Plan	C1.1
■	MAY 25, 2016	Review	Grading Plan	C1.2
<b>Sitework</b>				
■	MAY 25, 2016	Review	Dimension Plan	LS 1.1
■	MAY 25, 2016	Review	Dimension Plan	LS 1.2
■	MAY 25, 2016	Review	Sitework Plan	LS 2.1
■	MAY 25, 2016	Review	Sitework Plan	LS 2.2
■	MAY 25, 2016	Review	Sitework Details	LS 3.1
■	MAY 25, 2016	Review	Sitework Details	LS 3.2
<b>Planting</b>				
■	MAY 25, 2016	Review	Planting Plan, Details, & Schedule	LP 1.1
■	MAY 25, 2016	Review	Planting Notes	LP 1.2
<b>Irrigation</b>				
■	MAY 25, 2016	Review	Irrigation Plan	LI 1.1



Landscape Architects • Planners  
1221 Broadway, Suite 101  
San Antonio, Texas 78215  
(210) 366-9933 Fax: (210) 366-9916  
Austin • Dallas • Fort Lauderdale  
Fort Worth • Houston • San Antonio • Tulsa

Project:  
SUNWATCHER PLAZA  
PHASE 2

MIDWESTERN STATE  
UNIVERSITY

WICHITA FALLS, TEXAS  
Project Number:

Designed: TR, KN

Drawn: KN

Reviewed: KN, TR

Date Issued:  
MAY 25, 2016

Revisions:

Sheet Title:  
COVER SHEET

Sheet Number:  
LC 1.0



MATERIALS SCHEDULE					
PAVERS					
KEY	DESCRIPTION /MODEL NUMBER	COLOR	FINISH	CONTACT	REMARKS
P.4	CONCRETE PAVERS PAVESTONE COMPANY "HOLLAND STONE" 4"x8" 80 MM THICK	DARK BROWN	STANDARD	CONTACT: LOCAL SOURCE COMPANY: SUTHERLANDS PHONE: (940) 766-0153 WWW.PAVESTONE.COM	•REFERENCE TECHNICAL SPECIFICATIONS FOR SUBMITTAL AND MOCK-UP REQUIREMENTS •CONCRETE PAVER PATTERN TO MATCH SITE PLAN •CUT PAVERS TO FIT WHERE NOTED •CONTRACTOR TO VERIFY COLOR WITH OWNER PRIOR TO PURCHASE
P.6	CONCRETE PAVERS PAVESTONE COMPANY "HOLLAND STONE" 4"x8" 80 MM THICK	CASTSTONE	STANDARD	CONTACT: LOCAL SOURCE COMPANY: SUTHERLANDS PHONE: (940) 766-0153 WWW.PAVESTONE.COM	•REFERENCE TECHNICAL SPECIFICATIONS FOR SUBMITTAL AND MOCK-UP REQUIREMENTS •CONCRETE PAVER PATTERN TO BE: PARQUET •CUT PAVERS TO FIT WHERE NOTED •CONTRACTOR TO VERIFY COLOR WITH OWNER PRIOR TO PURCHASE
P.7	CONCRETE PAVERS PAVESTONE COMPANY "CITY STONE III SQUARE" 12"x12" 80 MM THICK	PEWTER	STANDARD	CONTACT: LOCAL SOURCE COMPANY: SUTHERLANDS PHONE: (940) 766-0153 WWW.PAVESTONE.COM	•REFERENCE TECHNICAL SPECIFICATIONS FOR SUBMITTAL AND MOCK-UP REQUIREMENTS •CONCRETE PAVER PATTERN TO MATCH SITE PLAN •CUT PAVERS TO FIT WHERE NOTED •CONTRACTOR TO VERIFY COLOR WITH OWNER PRIOR TO PURCHASE
CONCRETE					
C.1	STANDARD CONCRETE	MATCH EXISTING	MATCH EXISTING	LOCAL SOURCE	•CONTRACTOR TO SUBMIT SAMPLE FOR LANDSCAPE ARCHITECT'S APPROVAL PRIOR TO INSTALLATION
SITE FURNISHINGS					
S.1	REMOVABLE BOLLARD RELIANCE FOUNDRY R-7902 BOLLARD SERIES	BLACK	STANDARD	RELIANCE FOUNDRY	•REFERENCE MANUFACTURER FOR INSTALLATION DETAILS AND SPECIFICATIONS

GENERAL NOTES:

- 1.) LOCATE AND VERIFY THE CONDITION OF EXISTING UTILITIES PRIOR TO EXCAVATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT LINE LOCATION SERVICES. ANY COSTS INCURRED FOR BODILY INJURY AND / OR DAMAGE OF OWNER'S PROPERTY OR SAID UTILITIES WILL BE THE CONTRACTOR'S RESPONSIBILITY.
- 2.) OWNER'S REPRESENTATIVE SHALL BE NOTIFIED BY THE CONTRACTOR OF ANY DISCREPANCIES DISCOVERED BETWEEN THE PLANS AND ACTUAL SITE CONDITIONS BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL BE LIABLE FOR ALL MODIFICATIONS AND DAMAGES IF WORK PROCEEDS WITHOUT THIS NOTIFICATION.
- 3.) CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF MAINTAINING A SAFE WORK SITE INCLUDING, BUT NOT LIMITED TO, PROVIDING FOR TRAFFIC CONTROL, INSTALLATION AND PLACEMENT OF FENCING AND BARRICADES, EXCAVATION AND TRENCH PROTECTION, AND COMPLIANCE WITH ALL FEDERAL AND LOCAL REGULATIONS AND CODES. ALL SAFETY EXPOSURES OR VIOLATIONS SHALL BE RECTIFIED IMMEDIATELY.
- 4.) CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ALL EXISTING IMPROVEMENTS BOTH ON SITE AND ADJACENT TO THE WORK SITE AND SHALL REPAIR ANY DAMAGE TO THESE IMPROVEMENTS TO THE SATISFACTION OF THE OWNER.
- 5.) CONTRACTOR SHALL NOTIFY OWNER AND OWNER'S REPRESENTATIVE 48 HOURS PRIOR TO COMMENCEMENT OF WORK TO COORDINATE PROJECT INSPECTION SCHEDULES.
- 6.) ANY ALTERNATES AND OR SUBSTITUTIONS PROPOSED BY THE CONTRACTOR SHALL BE SUBMITTED TO OWNER'S REPRESENTATIVE FOR APPROVAL. CHANGES TO THE SCOPE OF WORK AND / OR CONTRACT DOCUMENTS RESULTING FROM THE ACCEPTANCE OF THE CONTRACTOR'S ALTERNATES AND / OR SUBSTITUTIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 7.) CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF TRASH ON A DAILY BASIS.
- 8.) CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. PRIOR TO CONSTRUCTION, ALL PERMITS AND APPROVALS REQUIRED FOR CONSTRUCTION OF THE PROJECT SHALL BE PAID FOR AND OBTAINED BY THE CONTRACTOR.
- 9.) COORDINATE WORK WITH SUBCONTRACTORS TO ACCOMPLISH THE SCOPE OF WORK AS SHOWN AND NOTED IN THE CONTRACT DOCUMENTS, AS WELL AS, COORDINATE CONSTRUCTION WITH OTHER CONTRACTORS WORKING ON SITE.
- 10.) CONTRACTOR SHALL COORDINATE THE STORING OF MATERIALS, PARKING OF VEHICLES, AND RESTRICTIONS OF WORK AND ACCESS WITH THE OWNER. UNDER NO CIRCUMSTANCES SHALL ANY CONTRACTOR STORE MATERIALS, PARK VEHICLES OR EQUIPMENT UNDER THE CANOPY OF EXISTING TREES.
- 11.) UNLESS SPECIFIED OTHERWISE, CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND PAYING ALL TEMPORARY UTILITIES AND SERVICES NECESSARY TO COMPLETELY INSTALL ALL WORK AS SHOWN AND NOTED IN THE CONTRACT DOCUMENTS.
- 12.) CONTRACTOR SHALL BE RESPONSIBLE FOR THE LEGAL OFF-SITE DISPOSAL OF SURPLUS MATERIAL AND DEBRIS.
- 13.) UPON COMPLETION OF CONSTRUCTION AND PRIOR TO FINAL APPROVAL, CONTRACTOR SHALL THOROUGHLY CLEAN THE PROJECT SITE OF ALL TRASH AND REPAIR ALL DAMAGE TO FINISH GRADE, INCLUDING TAILINGS FROM EXCAVATIONS, WHEEL RUTS AND/OR ANY SETTLING OR EROSION THAT HAS OCCURED PRIOR TO COMPLETION. ALL AREAS OF THE PROJECT SITE SHALL BE LEFT IN A NEAT AND PRESENTABLE CONDITION SATISFACTORY TO THE OWNER PRIOR TO SUBMITTAL OF THE FINAL PAYMENT.
- 14.) CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND SERVICING TEMPORARY TOILET FACILITIES.
- 15.) ALL PAVERS SHALL BE SEALED USING PAVESTONE'S SUREBOND SB5000 SEALER PER MANUFACTURER'S RECOMMENDATIONS.
- 16.) CONTRACTOR TO INSTALL AND MAINTAIN A TEMPORARY 6' TALL CHAIN LINK CONSTRUCTION ZONE FENCE AROUND THE PERIMETER OF THE ENTIRE CONSTRUCTION AREA THROUGHOUT THE CONSTRUCTION PERIOD.

SYMBOLS AND LINETYPES	
SYMBOL	DESCRIPTION
	DETAIL REFERENCE
	MATERIALS & FINISHES SYMBOL
	SECTION SYMBOL
	TREE LABEL
	SHRUB AND ORNAMENTAL GRASSES LABEL
	GROUNDCOVER LABEL
	PERENNIAL LABEL
	EXISTING TOPOGRAPHY
	PROPOSED TOPOGRAPHY
	PROPOSED SPOT GRADES
	JUNCTION BOX
	ELECTRICAL METER
	HOME RUN
	ENLARGEMENT AREA WITH REFERENCE
	PERFORATED DRAINAGE PIPE
	SOLID DRAINAGE PIPE
	WATER FLOW OR SHALE DIRECTION

GENERAL LEGEND	
ABBREVIATIONS	
SYMBOL	DESCRIPTION
B.C.	BOTTOM OF CURB
B.P.	BOTTOM OF PIPE
B.O.C.	BACK OF CURB
L.O.C.	LIMIT OF CONSTRUCTION
B.W.	BOTTOM OF WALL
C.L.	CENTERLINE
E.J.	EXPANSION JOINT
H.P.	HIGH POINT
E.O.P.	EDGE OF PAVEMENT
N.I.C.	NOT IN CONTRACT
O.C.	ON CENTER
O.C.E.W.	ON CENTER EACH WAY
P.A.	PLANTING AREA
ESMT.	EASEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TANGENCY
R.O.W.	RIGHT OF WAY
T.D.	TOP OF AREA DRAIN
F.H.	FIRE HYDRANT
T.C.	TOP OF CURB
T.F.	TOP OF FOUNDATION
SS	SANITARY SEWER LINE
T.W.	TOP OF WALL
W.D.	WATER DEPTH
W.L.	WATER LEVEL
U.N.O.	UNLESS NOTED OTHERWISE
PC	POOL COPING
THW	TOP OF HEADWALL
SG	SUBGRADE



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Project:  
**SUNWATCHER PLAZA  
PHASE 2**

MIDWESTERN STATE  
UNIVERSITY

WICHITA FALLS, TEXAS  
Project Number:

Designed: TR, KN

Drawn: KN

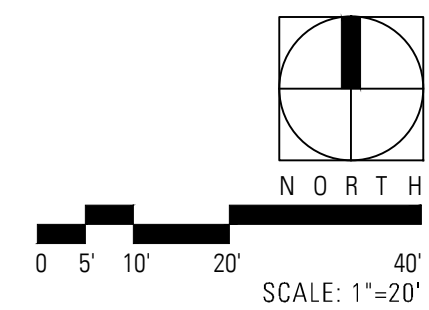
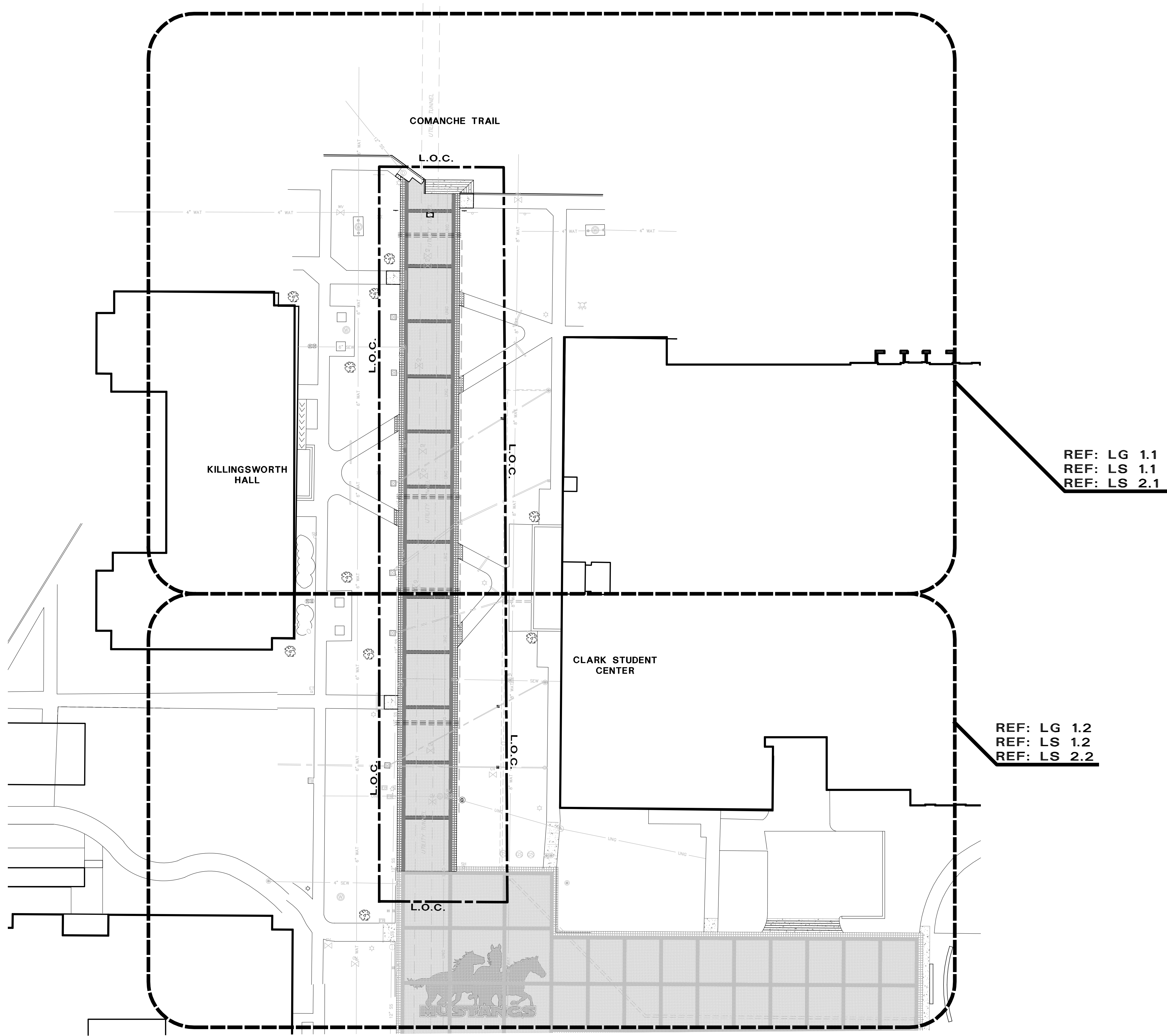
Reviewed: KN, TR

Date Issued:  
MAY 25, 2016

Revisions:

Sheet Title:  
**GENERAL NOTES,  
LEGEND, AND  
MATERIALS**

Sheet Number:  
**LC 1.1**



Landscape Architects • Planners  
1221 Broadway, Suite 101  
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Project:  
**SUNWATCHER PLAZA  
PHASE 2**

MIDWESTERN STATE  
UNIVERSITY

WICHITA FALLS, TEXAS  
Project Number:

Designed: TR, KN  
Drawn: KN  
Reviewed: KN, TR

Date Issued:  
MAY 25, 2016

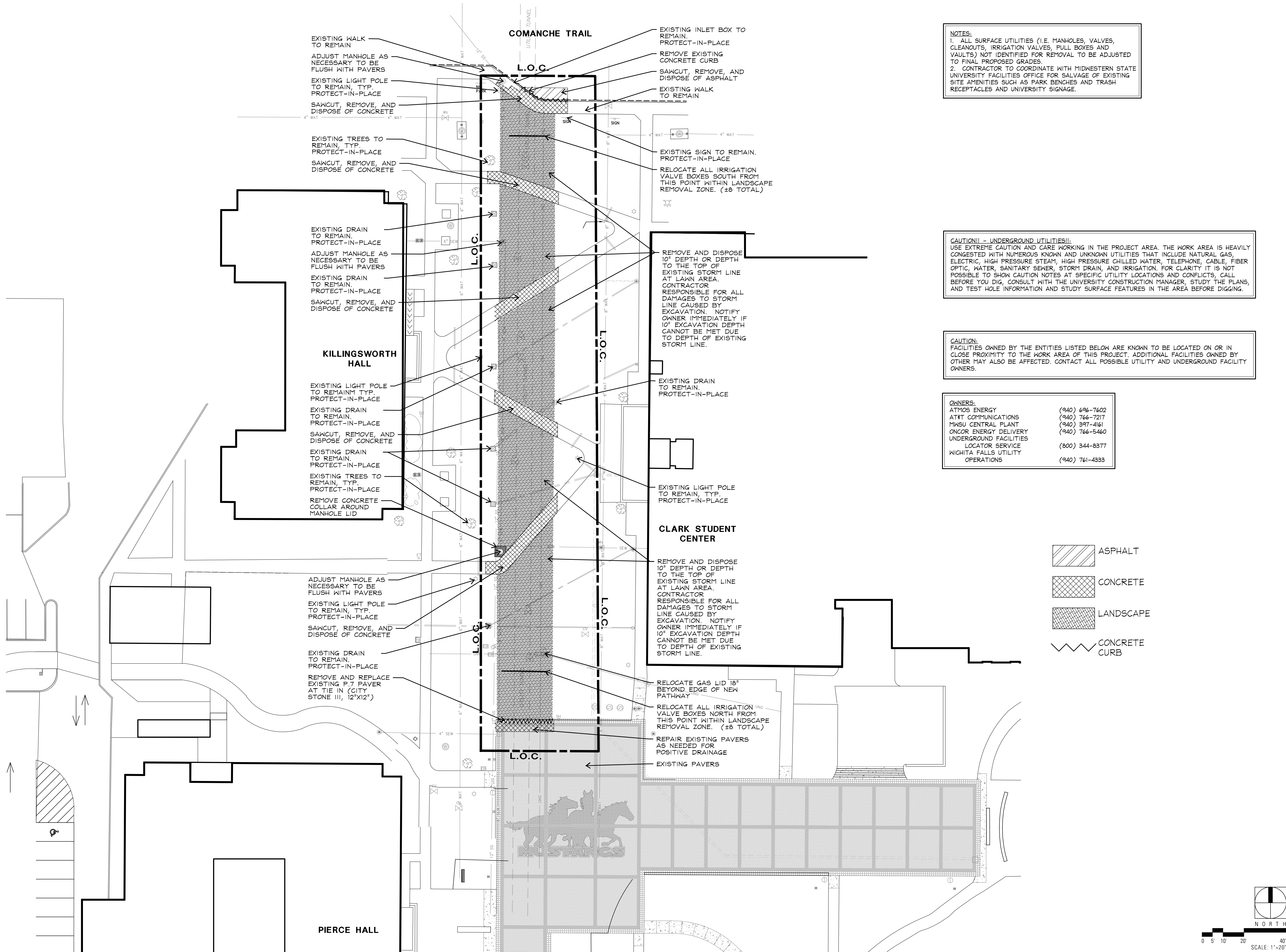
Revisions:

Sheet Title:  
**OVERALL  
REFERENCE  
PLAN**

Sheet Number:  
**LC 1.2**



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Landscape Architects • Planners  
1221 Broadway, Suite 101  
San Antonio, Texas 78215  
(210) 366-9933 Fax: (210) 366-9916

Austin • Dallas • Fort Lauderdale  
Fort Worth • Houston • San Antonio • Tulsa

Project:  
**SUNWATCHER PLAZA  
PHASE 2**

MIDWESTERN STATE  
UNIVERSITY

WICHITA FALLS, TEXAS

Project Number:

Designed: TR, KN

Drawn: KN

Reviewed: KN, TR

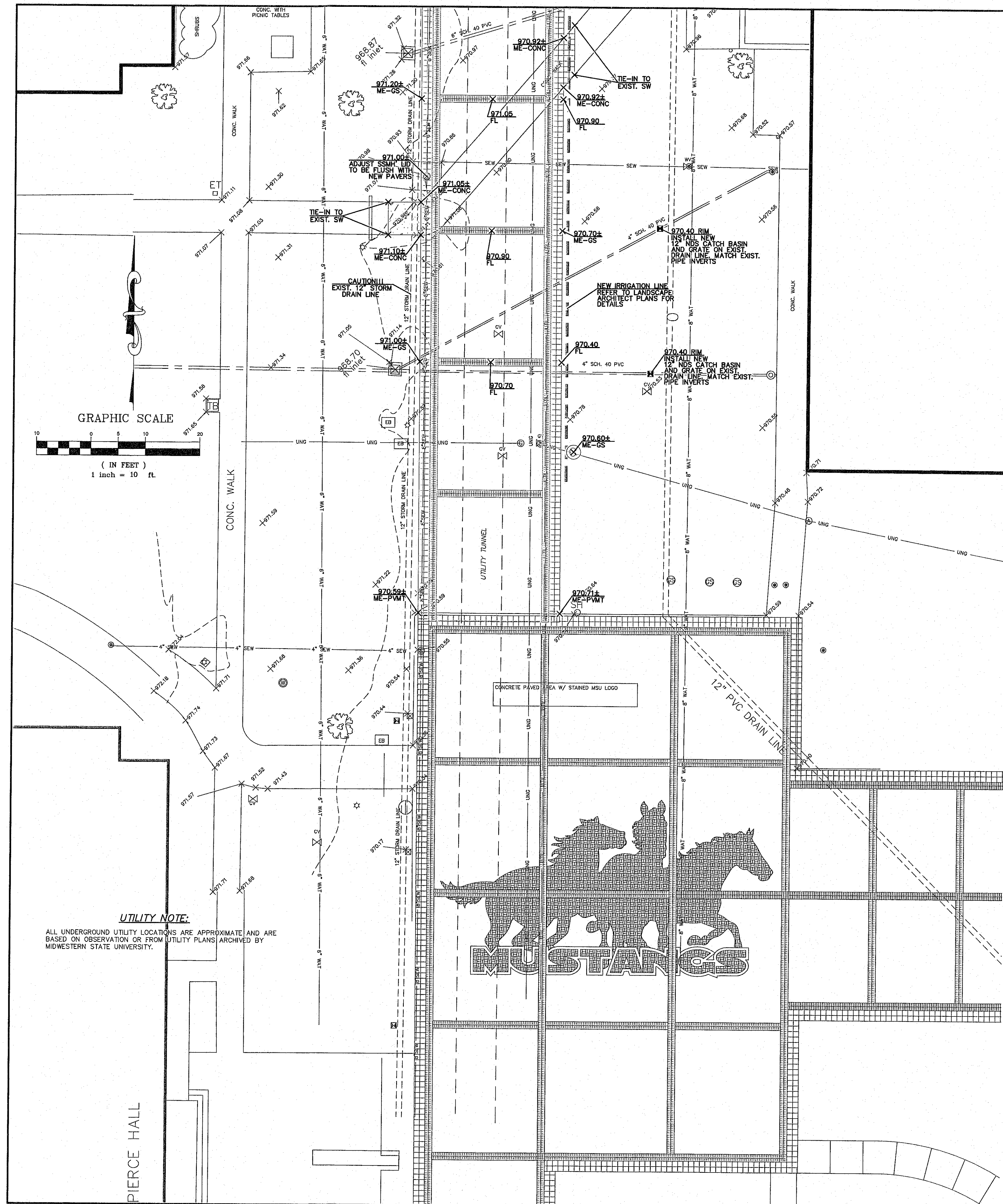
Date Issued:  
MAY 25, 2016

Revisions:

Sheet Title:  
**DEMOLITION  
PLAN**

Sheet Number:  
**LD 1.1**



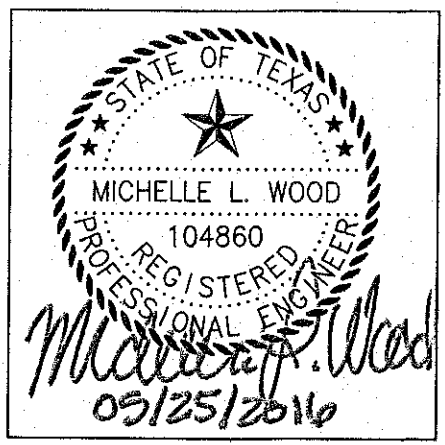


**CAUTION!!! - UNDERGROUND UTILITIES!!!**

EXISTING UTILITIES AND UNDERGROUND FACILITIES INDICATED ON THESE PLANS HAVE BEEN LOCATED APPROXIMATELY BY SIGHT OR FROM INFORMATION SUPPLIED BY THE VARIOUS OWNERS OF THE FACILITIES. THE ENGINEER AND OWNER DO NOT ACCEPT ANY RESPONSIBILITY FOR THE LOCATIONS SHOWN. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION, TO TAKE NECESSARY PRECAUTIONS TO PROTECT ALL FACILITIES ENCOUNTERED; AND TO NOTIFY THE ENGINEER PROMPTLY OF ALL CONFLICTS WITH THE PROPOSED WORK. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXISTING UTILITIES AND FACILITIES FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGE TO THESE FACILITIES BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT HIS/HER SOLE EXPENSE.

FACILITIES OWNED BY THE ENTITIES LISTED BELOW ARE KNOWN TO BE LOCATED ON OR IN CLOSE PROXIMITY TO THE WORK AREA OF THIS PROJECT. ADDITIONAL FACILITIES OWNED BY OTHERS MAY ALSO BE AFFECTED. CONTACT ALL POSSIBLE UTILITY AND UNDERGROUND FACILITY OWNERS.

- |  |                |
|--|----------------|
| ATMOS ENERGY                           | (940) 696-7602 |
| AT&T COMMUNICATIONS                    | (940) 766-7217 |
| MWSU CENTRAL PLANT                     | (940) 397-4161 |
| ONCOR ENERGY DELIVERY                  | (940) 766-5460 |
| UNDERGROUND FACILITIES LOCATOR SERVICE | (800) 344-8377 |
| WICHITA FALLS UTILITY OPERATIONS       | (940) 761-4333 |



REVISIONS		
REV	DATE	DESCRIPTION

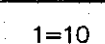
**SITE GRADING AND DRAINAGE PLAN**

**SUNWATCHER PLAZA, PHASE 2**  
MIDWESTERN STATE UNIVERSITY  
WICHITA FALLS, TEXAS

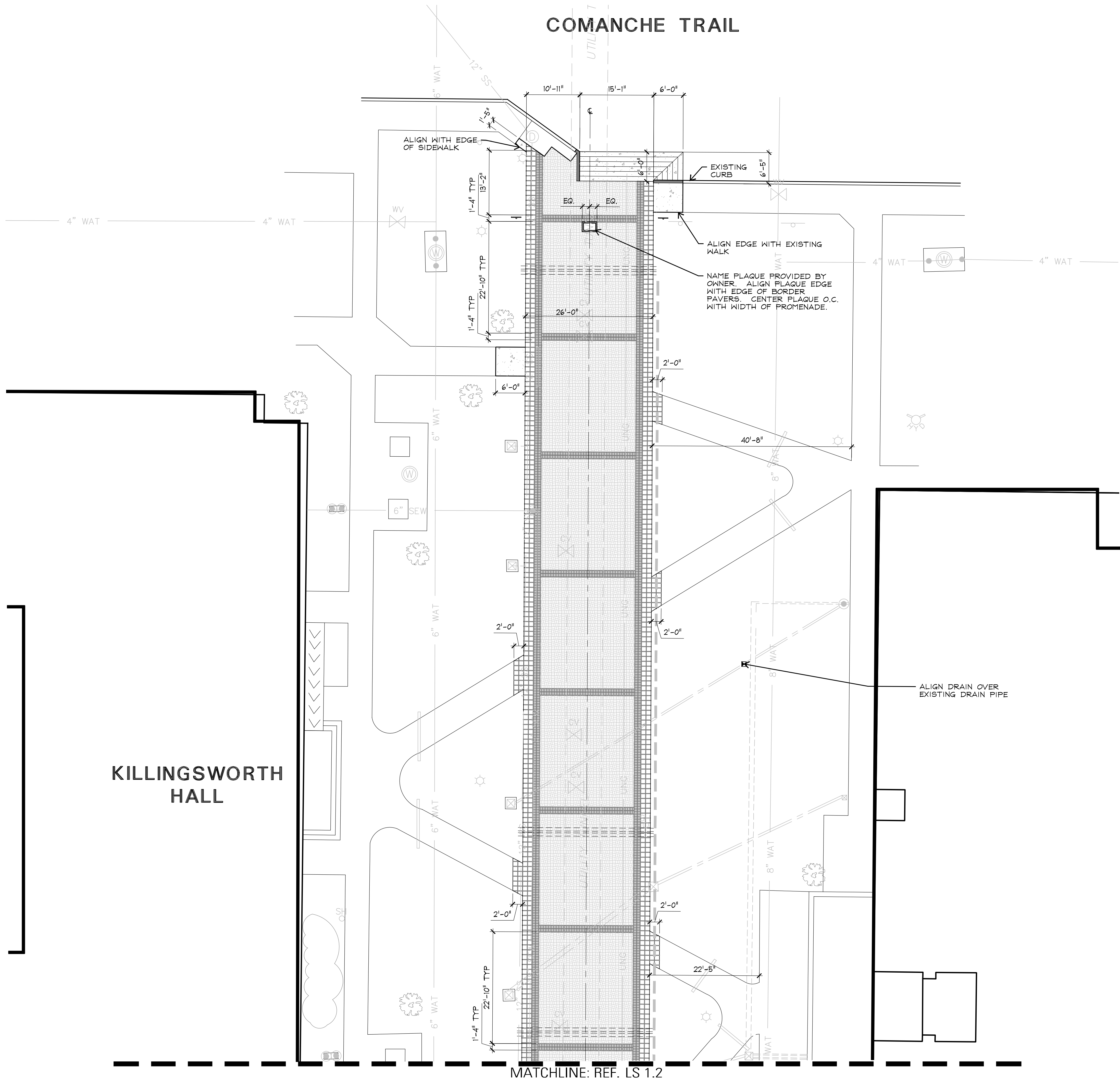
**CORNERSTONE ENGINEERING**  
2406 KELL BOULEVARD  
WICHITA FALLS, TEXAS 76309  
940.322.6450 (V) 940.723.6006 (F)  
TEXAS LICENSED ENGINEERING FIRM F-1074

SUR. TD	DATE : 05/25/2016	SHEET
DFT. TD/SLW	SCALE : 1"=10'	C1.2
CHK. SLW	REVISED :	





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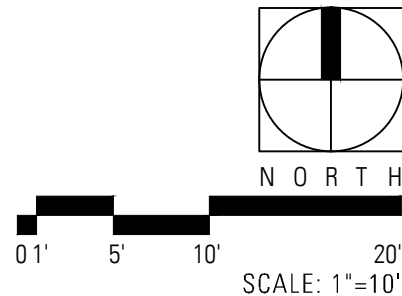


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USE EXTREME CAUTION AND CARE WORKING IN THE PROJECT AREA. THE WORK AREA IS HEAVILY CONGESTED WITH NUMEROUS KNOWN AND UNKNOWN UTILITIES THAT INCLUDE NATURAL GAS, ELECTRIC, HIGH PRESSURE STEAM, HIGH PRESSURE CHILLED WATER, TELEPHONE, CABLE, FIBER OPTIC, WATER, SANITARY SEWER, STORM DRAIN, AND IRRIGATION. FOR CLARITY IT IS NOT POSSIBLE TO SHOW CAUTION NOTES AT SPECIFIC UTILITY LOCATIONS AND CONFLICTS. CALL BEFORE YOU DIG, CONSULT WITH THE UNIVERSITY CONSTRUCTION MANAGER, STUDY THE PLANS, AND TEST HOLE INFORMATION AND STUDY SURFACE FEATURES IN THE AREA BEFORE DIGGING.

**CAUTION:**  
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<b>OWNERS:</b>	
ATMOS ENERGY	(940) 696-7602
AT&T COMMUNICATIONS	(940) 766-7217
MINISU CENTRAL PLANT	(940) 397-4161
ONCOR ENERGY DELIVERY	(940) 766-5460
UNDERGROUND FACILITIES	
LOCATOR SERVICE	(800) 344-8377
WICHITA FALLS UTILITY OPERATIONS	(940) 761-4333

**NOTES:**  
1. CONTRACTOR TO LAY PAVERS OVER EXISTING ASPHALT/CONCRETE ROAD AS INDICATED ON PLAN.  
2. WALK CROSS SLOPE NOT TO EXCEED 1.99% OR LONGITUDINALLY NOT TO EXCEED 4.99%.  
CONTRACTOR TO PROVIDE POSITIVE DRAINAGE FLOWS AWAY FROM ALL STRUCTURES AND WALLS.



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Project:  
**SUNWATCHER PLAZA  
PHASE 2**

**MIDWESTERN STATE  
UNIVERSITY**

**WICHITA FALLS, TEXAS**  
Project Number:

Designed: TR, KN  
Drawn: KN  
Reviewed: KN, TR

Date Issued:  
MAY 25, 2016

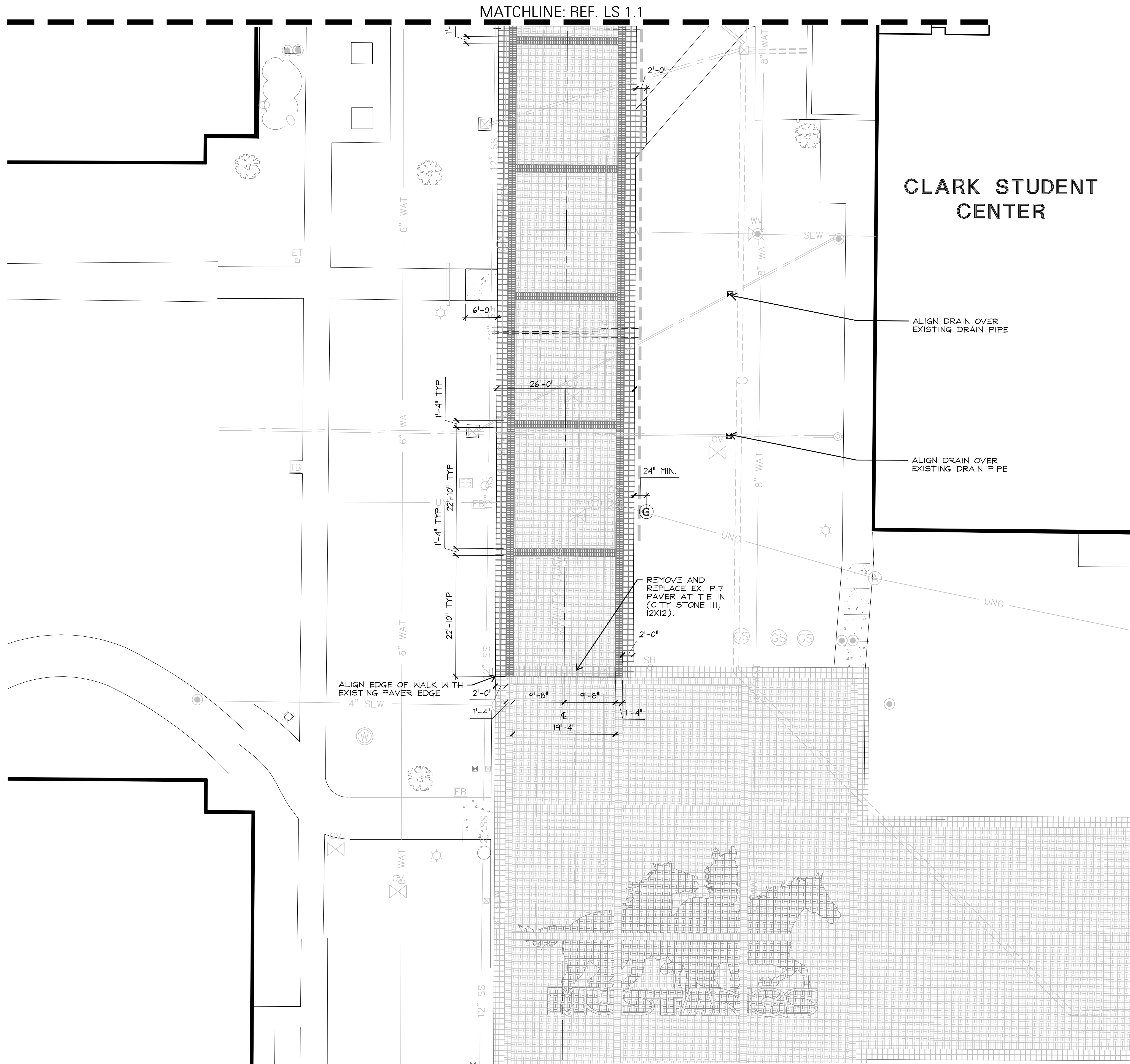
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Sheet Title:  
**DIMENSION  
PLAN**

Sheet Number:  
**LS 1.1**



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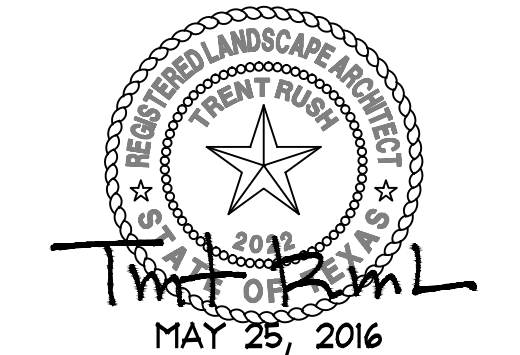
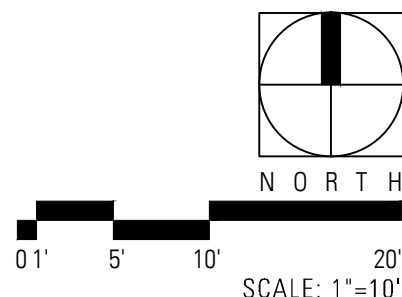
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PHASE 2**

MIDWESTERN STATE  
UNIVERSITY

WICHITA FALLS, TEXAS

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Reviewed: KN, TR

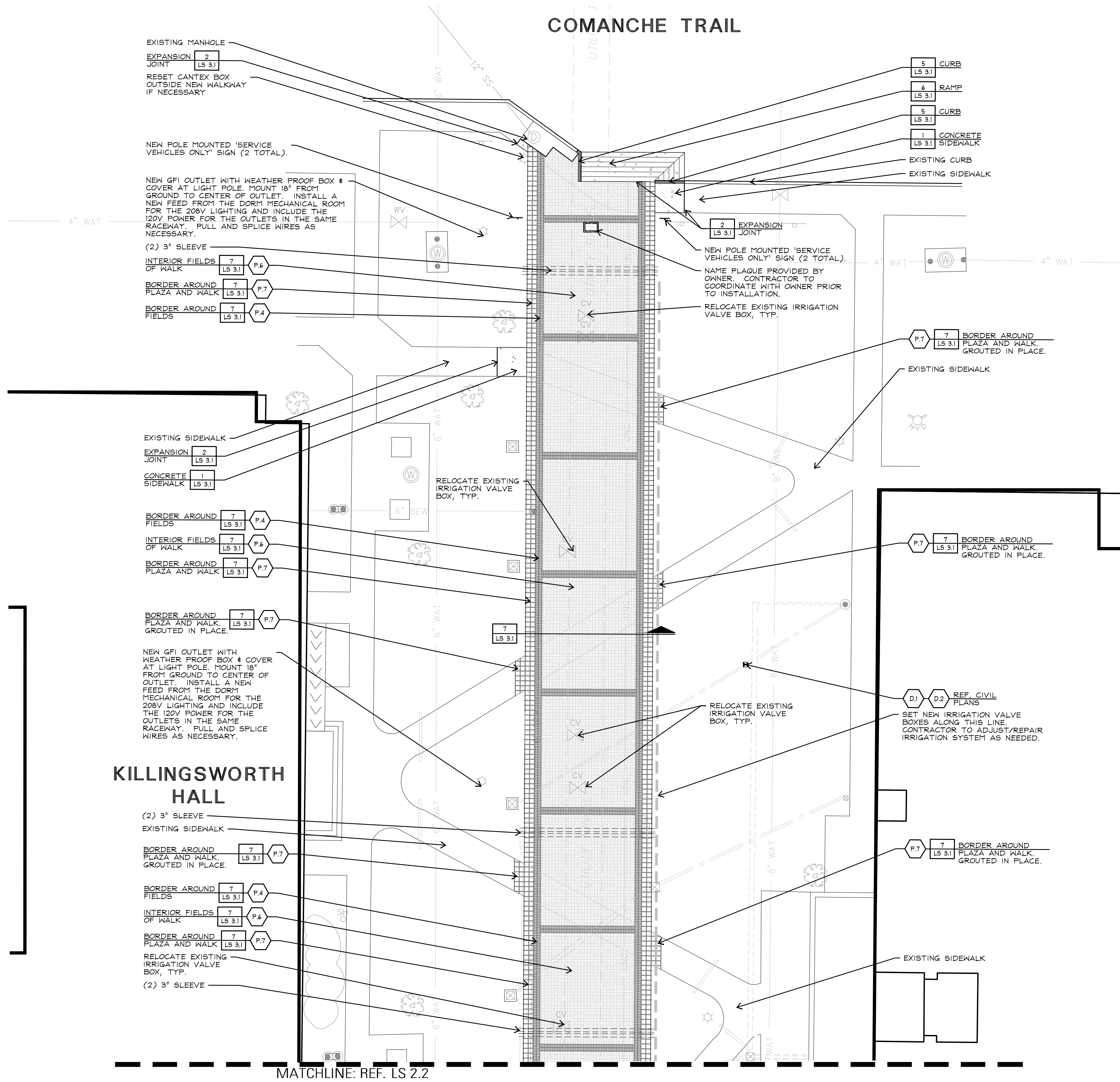
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Sheet Title:  
**DIMENSION  
PLAN**

Sheet Number:  
**LS 1.2**

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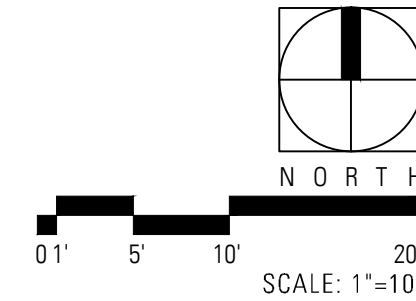
Reviewed: KN, TR

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**SITEWORK  
PLAN**

Sheet Number:  
**LS 2.1**









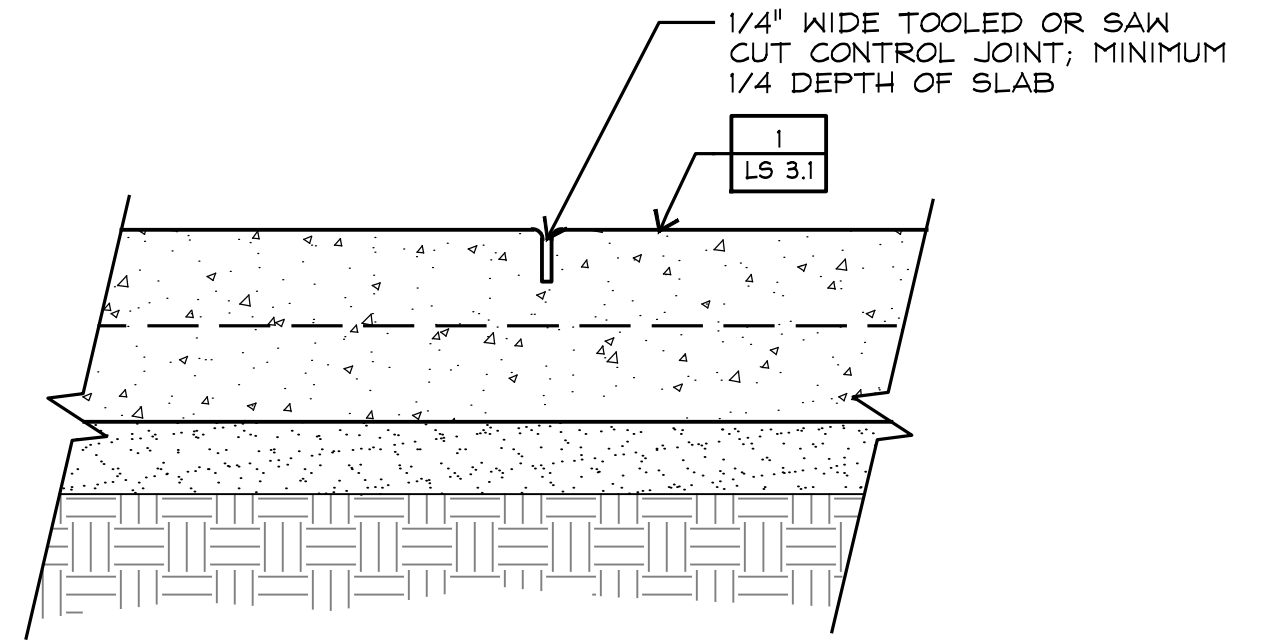
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PHASE 2

WICHITA FALLS, TEXAS  

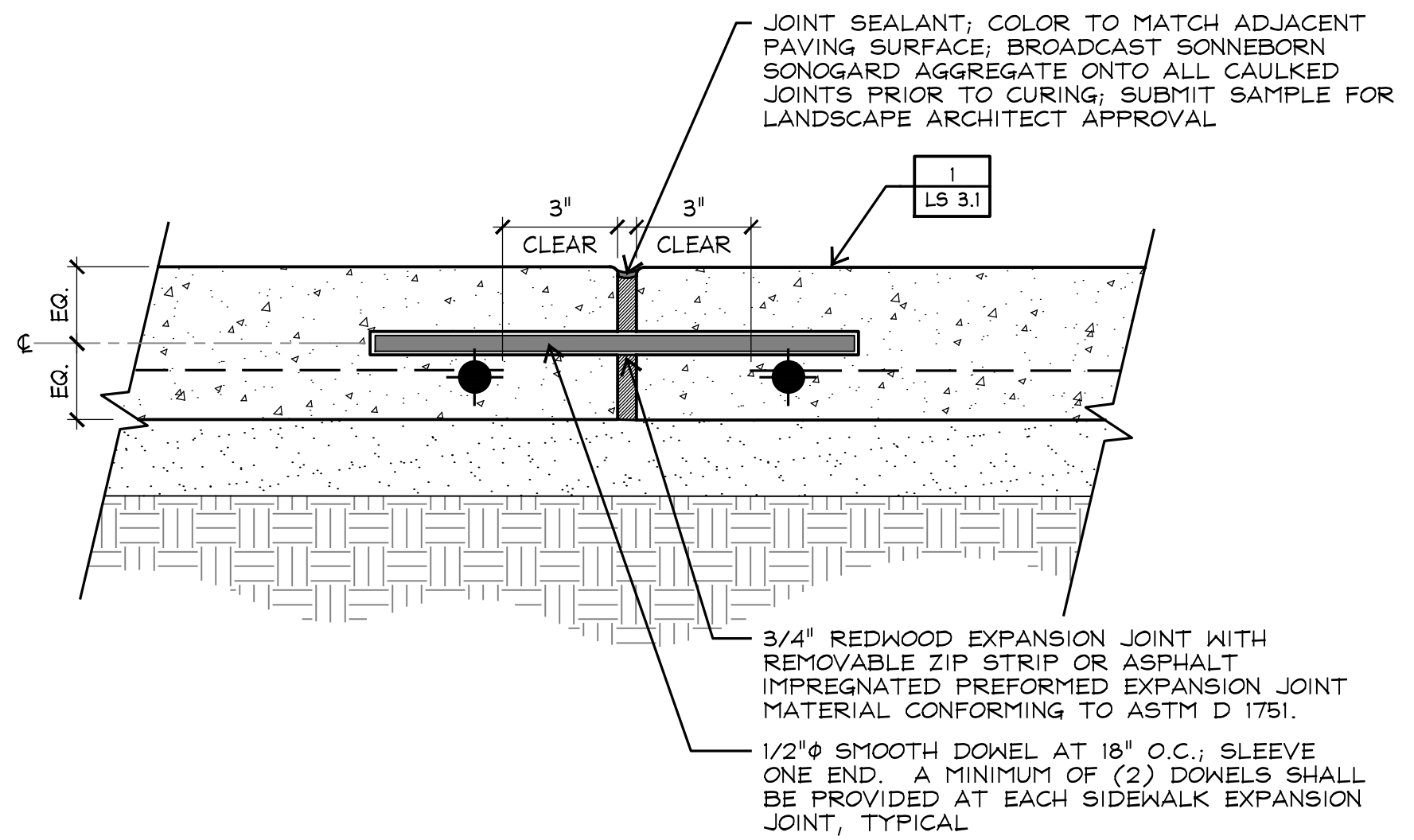

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Project Number:

### LS 3.1



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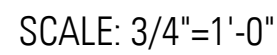
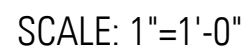
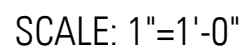


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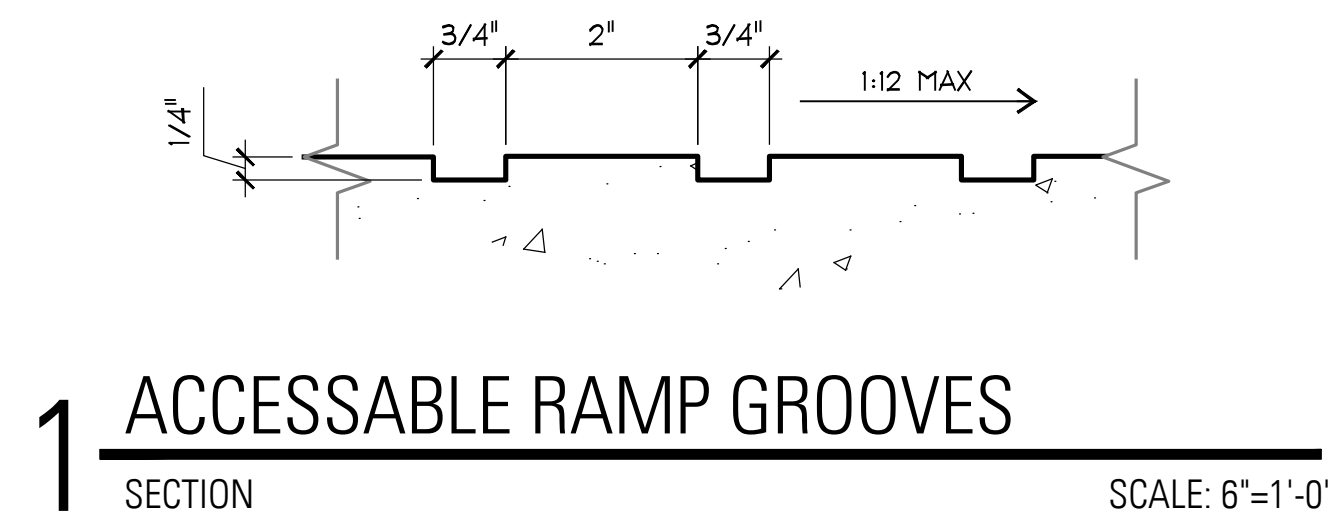
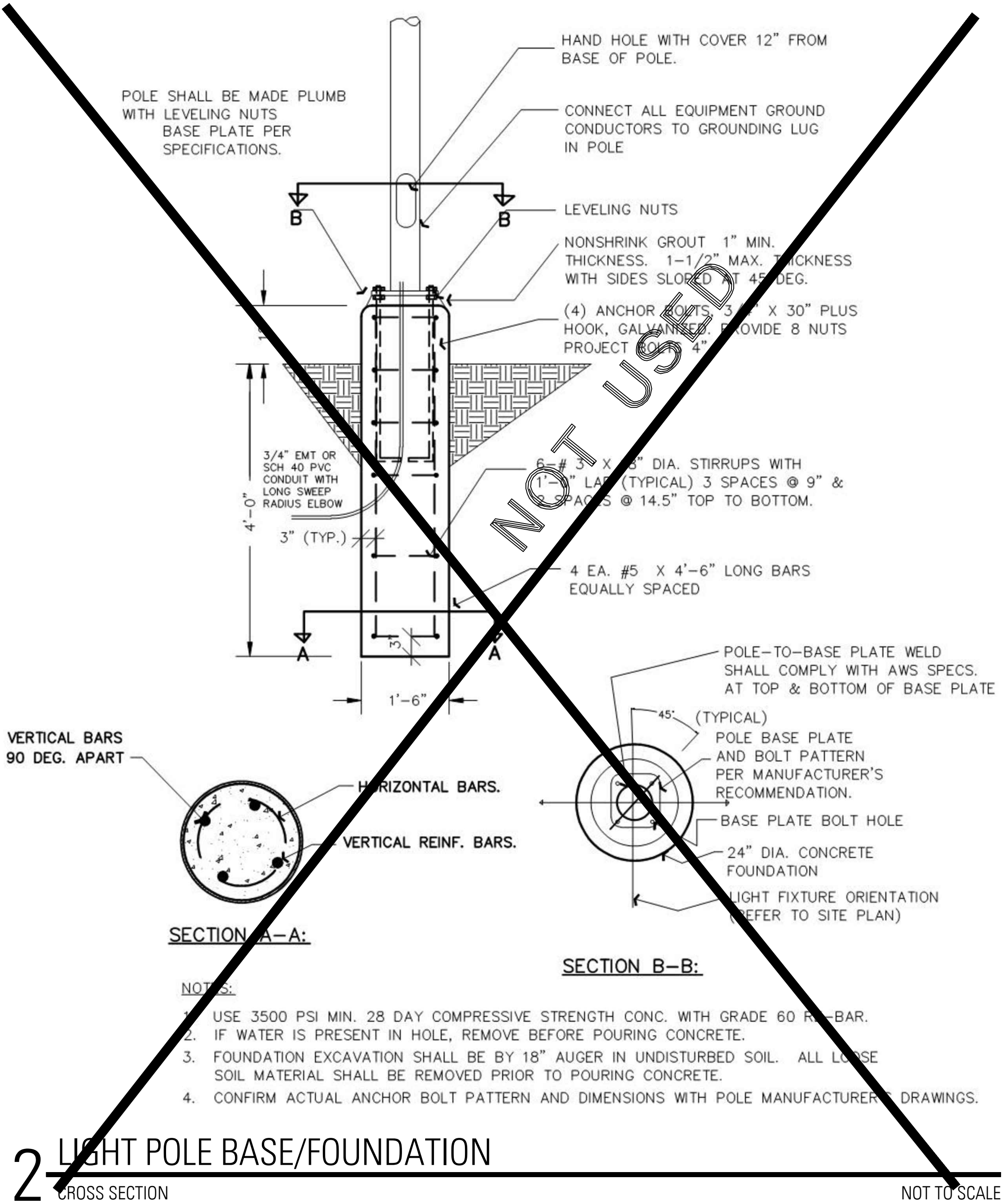
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Drawn: KN  
Reviewed: KN, TR

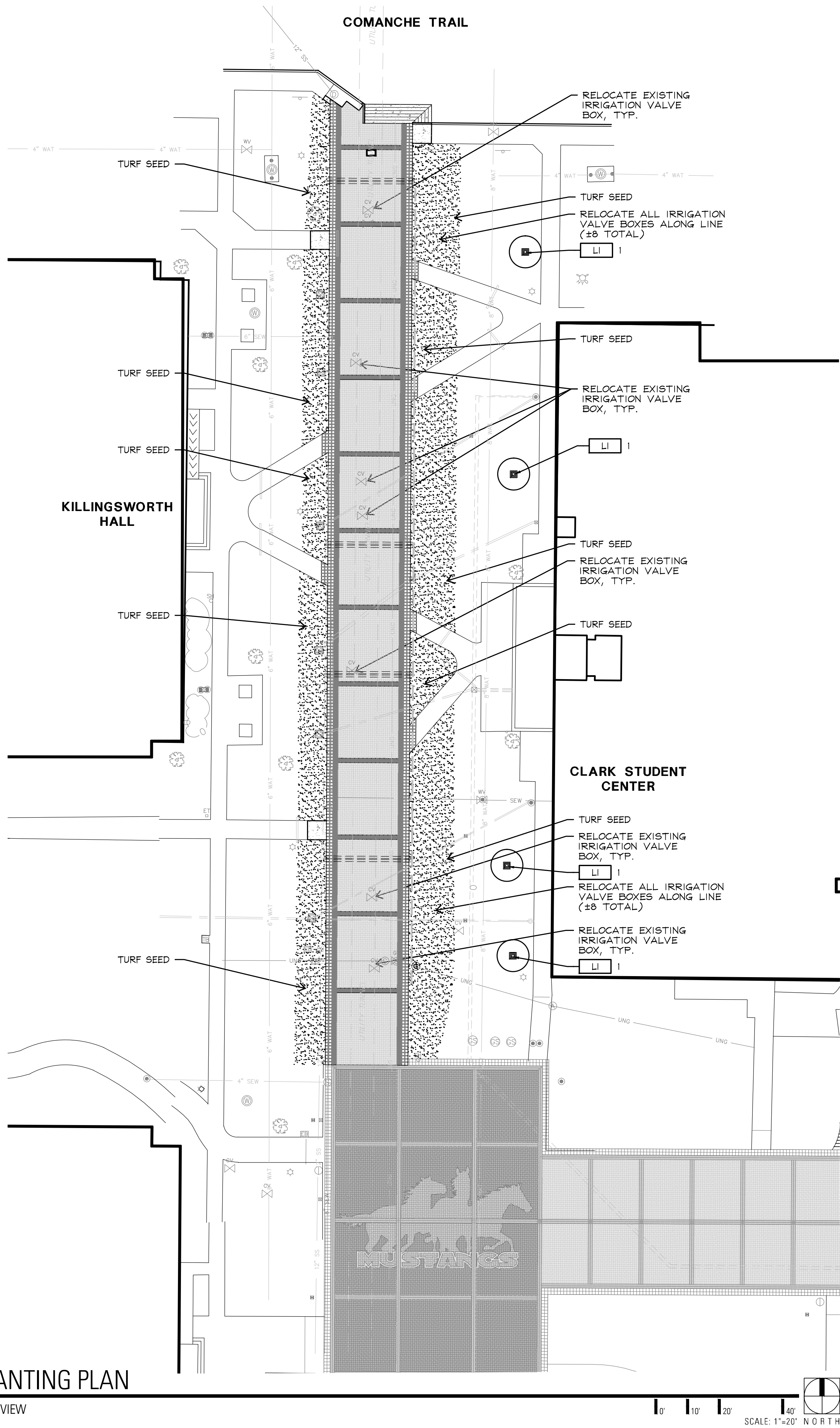
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Sheet Title:  
SITWORK  
DETAILS

Sheet Number:  
LS 3.2

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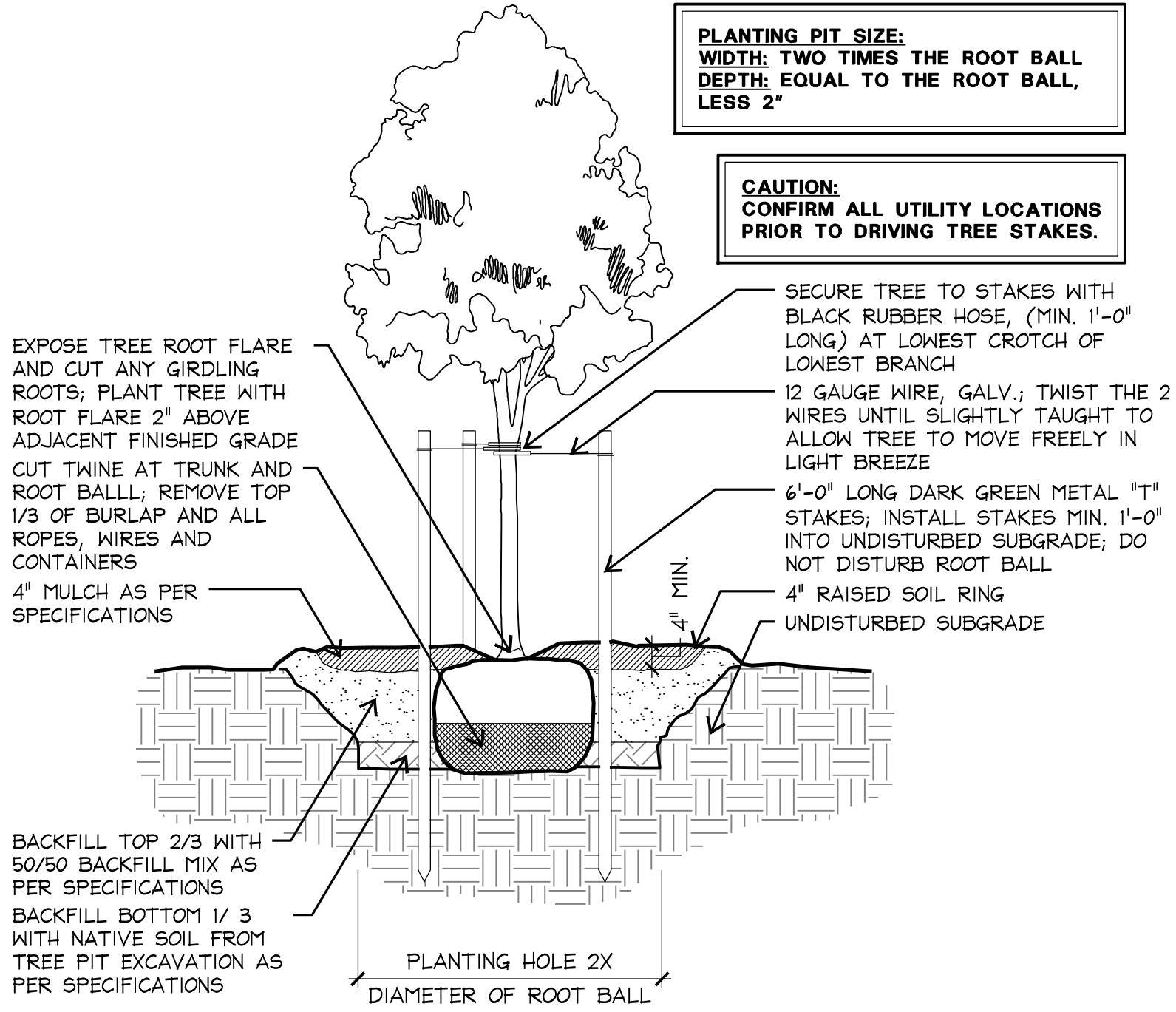
### 3 PLANTING PLAN

PLAN VIEW

PLANT LIST					
SHADE TREES					
GRAPHIC	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	REMARKS
ORNAMENTAL TREES					
GRAPHIC	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	REMARKS
	LI	GRAPE MYRTLE	LAGERSTROEMIA INDICA WATERMELON RED	8' HT MIN 6' SPRD	40 GAL. CONTAINER, SINGLE TRUNK, 2" CAL., MIN.
		SEED MIX, MATCH EXISTING TURF	SCIENTIFIC NAME	CONTRACTOR TO FIELD VERIFY QUANTITIES	HYDROMULCH SEED PER MANUFACTURER LBS/ACRE RECOMMENDATIONS

### 2 PLANT SCHEDULE

NOT TO SCALE



### 1 TYPICAL TREE PLANTING

SECTION

SCALE: 1/2"=1'-0"

NOTES:  
CONTRACTOR TO HYDROMULCH ALL DISTURBED AREAS.



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Sheet Title:  
**PLANTING PLAN,  
DETAILS, & SCHEDULE**

Sheet Number:  
**LP 1.1**



## PART 1 GENERAL NOTES:

LANDSCAPE CONTRACTOR SHALL ACCEPT THE SITE IN ITS EXISTING CONDITION AND SHALL TIE NEW WORK TO EXISTING CONDITIONS AND CONTROLS (SUCH AS EXISTING GRADES AND WALK ELEVATIONS) AS NECESSARY TO MEET THE INTENT OF THE PLANS.

BEFORE PROCEEDING WITH ANY WORK IN AN AREA, LANDSCAPE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, LAYOUTS AND SIZES AND SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES BETWEEN PLANS AND ACTUAL SITE CONDITIONS. IF ANY UTILITIES, SITE DEFECTS OR OBSTRUCTIONS ARE DISCOVERED DURING CONTRACT WHICH MAY NOT HAVE BEEN KNOWN DURING DESIGN, CONTRACTOR SHALL STOP WORK AND IMMEDIATELY NOTIFY LANDSCAPE ARCHITECT BEFORE PRECEDING. LANDSCAPE CONTRACTOR SHALL BE LIABLE FOR ALL MODIFICATIONS AND DAMAGE IF WORK PROCEEDS IN EITHER OF THE ABOVE SITUATIONS WITHOUT NOTIFYING LANDSCAPE ARCHITECT. PRIOR TO ANY EXCAVATION, LANDSCAPE CONTRACTOR SHALL CONTACT APPROPRIATE AUTHORITIES INCLUDING, BUT NOT LIMITED TO, TEXAS ONE CALL SYSTEM AT 1-800-246-4646 TO LOCATE EXISTING UNDERGROUND UTILITIES.

LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH ANY DAMAGE TO ANY UTILITIES OR PROPERTY THAT MAY OCCUR IN THE EXECUTION OF HIS CONTRACT WORK. WHEN WORK REQUIRES CROSSING EXISTING WALKS OR CURBS WITH EQUIPMENT, LANDSCAPE CONTRACTOR SHALL PROVIDE APPROVED BRIDGE MATERIAL SUCH AS WOOD PLANKS AND EARTH TO PREVENT DAMAGE TO FINISHED WORK. LANDSCAPE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER CONTRACTORS THAT MAY BE WORKING ON THE SITE SIMULTANEOUSLY AND SHALL COORDINATE STAGING OF HIS WORK WITH OWNER AND LANDSCAPE ARCHITECT. ALL TRASH AND DEBRIS GENERATED FROM CONTRACT OPERATIONS SHALL BE REMOVED ON A DAILY BASIS. ALL WORK SHALL BE IN COMPLIANCE WITH ALL APPLICABLE CODES AND ORDINANCES. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR JOB SITE SAFETY IN CONJUNCTION WITH HIS CONTRACT WORK.

### REFERENCES

- A.) AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) Z60.1 - NURSERY STOCK.  
B.) TEXAS STATE DEPARTMENT OF AGRICULTURE (TDA) - NURSERY FLORAL LICENSING PROGRAM.

### 1.1 SUBMITTALS FOR REVIEW

- A.) PRODUCT DATE: LIST OF CHEMICALS TO BE USED ON SITE.  
B.) SAMPLES:  
1. 1 QUART SAMPLES OF EACH SOIL AMENDMENT WITH ANALYTICAL DATA FROM A RECOGNIZED TESTING LABORATORY SHOWING MANUFACTURER'S GUARANTEED ANALYSIS.  
2. 1 CUBIC FOOT SAMPLES OF PREMIXED BACKFILL MIXES.  
C.) TEST RESULTS:  
1. PROVIDE SOIL SAMPLE TEST RESULTS INDICATING PH, FERTILITY LEVELS, AND PERCENTAGES OF SAND, SILT, AND CLAY.  
2. PROVIDE RECOMMENDATIONS FOR SOIL AMENDMENTS AND FERTILIZERS BASED ON SOIL ANALYSIS; FOR CONTRACT PURPOSES, USE MIXTURE SPECIFIED IN THIS SECTION.  
D.) NURSERY QUALIFICATIONS: COMPANY SPECIALIZING IN GROWING AND CULTIVATING PLANTS SPECIFIED IN THIS SECTION WITH MINIMUM THREE YEAR DOCUMENTED EXPERIENCE, AND CERTIFIED BY THE STATE OF TEXAS.  
E.) INSTALLER QUALIFICATIONS:  
1. COMPANY SPECIALIZING IN LANDSCAPE INSTALLATION WITH MINIMUM THREE YEARS DOCUMENTED EXPERIENCE.  
2. PROVIDE FULL-TIME SUPERINTENDENT ON-SITE DURING INSTALLATION.  
F.) PLANT MATERIALS:  
1. PLANT MATERIALS ARE SUBJECT TO EXAMINATION BY LANDSCAPE ARCHITECT AT PLACE OF GROWTH OR UPON DELIVERY TO PROJECT.

### 1.2 DELIVERY, STORAGE AND HANDLING

- A.) DELIVER FERTILIZER IN WATERPROOF BAGS SHOWING WEIGHT, GUARANTEED CHEMICAL ANALYSIS, MANUFACTURER AND BRAND NAME, AND APPROVALS OF AUTHORITIES HAVING JURISDICTION.  
B.) DELIVER PLANT MATERIAL WITH IDENTIFICATION TAG SHOWING BOTANICAL NAME AND PLANT SIZE.  
C.) DELIVER PLANT MATERIAL IMMEDIATELY PRIOR TO INSTALLATION; PLANT MATERIALS ON SAME DAY AS DELIVERED. IF PLANTING CANNOT BE ACCOMPLISHED ON SAME DAY AS DELIVERY, PROVIDE ADDITIONAL PROTECTION TO MAINTAIN PLANTS IN HEALTHY AND VIGOROUS CONDITION.  
D.) KEEP PLANT MATERIAL MOIST AND PROTECT FROM DAMAGE AND DESICCATION OF LEAVES UNTIL PLANTING.  
E.) DO NOT HANDLE PLANT MATERIALS BY STEM OR TRUNK.  
F.) KEEP CONTAINERS INTACT UNTIL JUST PRIOR TO PLANTING.

### 1.3 SEQUENCING

- A.) INSTALL TREES, SHRUBS, AND LINER STOCK PLANT MATERIALS PRIOR TO INSTALLATION OF LAWNS.

### 1.4 WARRANTY

- A.) FURNISH WRITTEN WARRANTY THAT PLANT MATERIALS WILL BE IN HEALTHY, VIGOROUS, GROWING CONDITION ONE (1) YEAR AFTER FINAL ACCEPTANCE. DAMAGE DUE TO ACTS OF GOD, VANDALISM, OR NEGLIGENCE BY OWNER IS EXCLUDED.  
B.) REPLACE DEAD, UNHEALTHY AND UNSIGHTLY PLANT MATERIALS WITHIN WARRANTY PERIOD, UPON NOTIFICATION BY OWNER OR LANDSCAPE ARCHITECT.  
C.) NOTIFY OWNER AND LANDSCAPE ARCHITECT 30 DAYS PRIOR TO EXPIRATION OF WARRANTY PERIOD AND ARRANGE FINAL ACCEPTANCE INSPECTION BY ALL PARTIES.  
1. REMOVE DEAD, UNHEALTHY, AND UNSIGHTLY PLANT MATERIALS.  
2. REMOVE GUYING AND STAKING MATERIALS.  
3. WARRANT REPLACEMENT PLANTS UNDER SAME PROVISIONS AND FOR SAME TIME PERIOD AS ORIGINAL PLANTS.

### 1.5 MAINTENANCE

1. MAINTAIN PLANT LIFE IMMEDIATELY AFTER PLACEMENT AND FOR NINETY (90 DAYS) AFTER FINAL ACCEPTANCE.  
2. REPLACE DEAD OR DYING PLANTS WITH PLANTS OF SAME SIZE AND SPECIES SPECIFIED.  
3. REMOVE TRASH, DEBRIS, AND LITTER, WATER, PRUNE, FERTILIZE, WEED, AND MOW. SPOT APPLY HERBICIDES, AND FUNGICIDE ONLY AS REQUIRED.  
4. REMOVE CLIPPINGS AND DEBRIS FROM SITE PROMPTLY.  
5. COORDINATE WITH OPERATION OF IRRIGATION SYSTEM TO ENSURE THAT PLANTS ARE ADEQUATELY WATERED. HAND WATER AREAS NOT RECEIVING ADEQUATE WATER FROM IRRIGATION SYSTEM.  
6. RESET SETTLED PLANTS.  
7. REAPPLY MULCH TO BARE AND THIN AREAS.

### 1.6 MATERIALS

- A.) PLANT MATERIALS:  
1. CERTIFIED IN ACCORDANCE WITH TDA REQUIREMENTS.  
2. SPECIES AND SIZE AS INDICATED IN PLANT SCHEDULE. LARGER SIZE MAY BE SUBSTITUTED WITHOUT ADDITIONAL COST TO OWNER, PROVIDED ROOT BALL OR SPREAD INCREASES PROPORTIONATELY.  
3. WHERE MATERIALS ARE PLANTED IN MASSES, PROVIDE PLANTS OF UNIFORM SIZE.  
4. GROWN IN CLIMATIC CONDITIONS SIMILAR TO THOSE AT SITE. FREE FROM DISEASE, INSECT INFESTATIONS, DEFECTS INCLUDING WEAK OR BROKEN LIMBS, CROTCHES, AND DAMAGED TRUNKS, ROOTS OR LEAVES. SUN SCALD, FRESH BARK ABRASIONS, EXCESSIVE ABRASIONS, AND OBJECTIONABLE DISFIGUREMENTS.  
5. EXHIBIT NORMAL GROWTH HABITS; VIGOROUS, HEALTHY, FULL, WELL-PROPORTIONED, AND SYMMETRICAL.  
6. TREE TRUNKS TO BE STURDY AND EXHIBIT HARDENED SYSTEMS AND VIGOROUS AND FIBROUS ROOT SYSTEMS, NOT ROOT OR POT BOUND.  
7. NOT PRUNED, TRIMMED, OR TOPPED.  
8. CONTAINER-GROWN STOCK: GROWN IN CONTAINERS FROM SEEDLING.  
B.) TOPSOIL:  
1. TOPSOIL SHALL BE SECURED FROM AN APPROVED OFFSITE LOCATION. IT SHALL BE FERTILE, FRIABLE, NATURAL LOAM CONTAINING A LIBERAL AMOUNT OF HUMUS AND SHALL BE CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT SHALL BE FREE OF STONES, LUMPS AND CLODS OF HARD EARTH 1/2 INCH DIAMETER AND GREATER, PLANTS OR THEIR ROOTS, STICKS AND OTHER EXTRANEOUS MATTER. UNDER NO CIRCUMSTANCES WILL TOPSOIL BE ACCEPTED UNLESS IT IS FREE OF THE AFOREMENTIONED CONTAMINANTS. USE OF NON-COHESIVE SANDY LOAM SHALL NOT BE ACCEPTED.  
C.) MULCH:  
1. SHREDDED, COMPOSTED HARDWOOD BARK OF VARYING LENGTH BY NEW EARTH LLC OR GARDENVILLE OR APPROVED SUBSTITUTE, PARTIALLY DECOMPOSED; FREE FROM STICKS, STONES, CLAY, AND GROWTH AND GERMINATION-INHIBITING INGREDIENTS.  
D.) SOIL AMENDMENTS:  
1. SOIL SULFUR: AGRICULTURAL GRADE SULFUR CONTAINING MINIMUM 99 PERCENT SULFUR EXPRESSED AS ELEMENTAL.  
2. IRON SULFATE: 20 PERCENT IRON EXPRESSED AS METALLIC IRON DERIVED FROM FERRIC AND FERROUS SULFATE AND 10 PERCENT SULFUR EXPRESSED AS ELEMENTAL. WHEN REQUIRED BY SOIL TESTS.  
3. GYPSUM: AGRICULTURAL GRADE, CONTAINING MINIMUM 98 PERCENT CALCIUM SULFATE, WHEN REQUIRED BY SOIL TEST.  
4. HERBICIDE: PRE-EMERGENT TYPE; SURFLAN OR APPROVED SUBSTITUTE.  
5. FERTILIZER FOR TREES AT PLANTING: AGSAFE 20-10-5 PLANTING TABLETS PER LABEL INSTRUCTIONS.  
6. FERTILIZER FOR LAWN: PLANT HEALTH CARE GROUP "PHC FOR TURF 15-1-6" OR APPROVED EQUAL ORGANIC FERTILIZER APPLIED AT A RATE OF SEVEN (7) POUNDS PER 1,000 SQUARE FEET.  
7. FERTILIZER FOR PLANTER BED MIX: MEDINA 4-2-3 GRANULAR ORGANIC FERTILIZER APPLIED PER LABEL INSTRUCTIONS  
H.) TURF:  
1. ALL SEED USED SHALL BE HIGH QUALITY, EXTRA FANCY, TREATED LAWN TYPE SEED AT 98% PURITY AND 85% GERMINATION, AND SHALL BE FURNISHED IN SEALED STANDARD CONTAINERS WITH SIGNED COPIES OF A STATEMENT FROM THE VENDOR CERTIFYING THAT EACH CONTAINER OF SEED DELIVERED IS FULLY LABELED IN ACCORDANCE WITH THE TEXAS STATE AGRICULTURAL CODE AND IS EQUAL TO OR BETTER THAN THE REQUIREMENT OF THESE SPECIFICATIONS. LAWN SEED TO BE FREE OF WEEDS OR NOXIOUS GRASS SEEDS.  
2. SEED WHICH HAS BECOME WET, MOLDY OR OTHERWISE DAMAGED IN TRANSIT OR STORAGE WILL NOT BE ACCEPTED.  
3. GRASS SEED SCHEDULE:  
A. THUNDER TURF SEED:  
B. APRIL 15 - SEPTEMBER 15 SHALL BE THUNDER TURF.  
C. SEPTEMBER 15 - APRIL 15 SHALL BE ANNUAL RYE GRASS.  
4. "HYDRO-MULCH" AS MANUFACTURED BY CONWED, OR APPROVAL EQUAL.  
5. THE HYDO-MULCH SHALL BE COMPOSED OF WOOD CELLULOSE FIBER AND CONTAIN NO GERMINATION OR GROWTH-INHIBITING FACTORS.  
6. HYRO-SEEDING ADDITIVE (BINDER): ECOLOGY "CONTROL-M BINDER" ORGANIC SEEDING ADDITIVE.  
7. SOD: PROVIDE FULL, DARK GREEN, UNIFORM, STRONGLY ROOTED SOD IN 16" X 24" STRIPS FREE FROM WEEDS, UNDESIRABLE GRASSES, DISEASES AND PESTS. SOD SHALL BE CUT FROM THE FIELD NO LONGER THAN 48 HOURS BEFORE PLANTING. ROOTS OF SOD SHALL BE KEPT MOIST.  
8. BRACING: TREE ANCHORS SHALL BE AS PER DETAILS.  
9. TREE PAINT: MORRISON TREE SEAL, CABORT TREE PAINT, OR OTHER PRODUCT APPROVED BE LANDSCAPE ARCHITECT.  
10. PLANTER BED EDGING SHALL BE 3/16"X 4" STEEL EDGING WITH MANUFACTURERS STANDARD GREEN FINISH.  
F.) MIXES:  
1. PLANT BED MIX:  
PLANT BED MIX (FOR MASS SHRUB AND GROUNDCOVER PLANTING) SHALL BE NEW EARTH'S 4-WAY MIX AS PRODUCED BY NEW EARTH LLC PH. 210-661-5180 OR GARDENVILLE LAWN AND GARDEN SOIL PH. 210-651-6115. DOCUMENTATION OF PURCHASE OF ONE OF THESE SPECIFIC MIXES SHALL BE SUBMITTED TO LANDSCAPE ARCHITECT. IF EQUAL IS PROPOSED, CONTRACTOR SHALL SUBMIT SAMPLE AND COMPLETE ANALYSIS WITH TEST RESULTS AND METHOD OF PRODUCTION FOR EVALUATION AS AN EQUAL SUBSTITUTE.

## PART 2 EXECUTION:

### 2.1 PREPARATION

LANDSCAPE CONTRACTOR SHALL RECEIVE THE SITE AT APPROXIMATELY SUB-GRADE WHICH WILL BE 4" BELOW FINISH GRADE. THIS SUB-GRADE SURFACE SHALL BE CLEANED OF ALL SURFACE DEBRIS AND ALL MOUNDS SHALL BE RAKED OR BLADED OUT TO PROVIDE A UNIFORM SUB-GRADE SURFACE IN PREPARATION FOR TOPSOIL PLACEMENT. WHERE PLANT BEDS ARE SCHEDULED LANDSCAPE CONTRACTOR SHALL EXCAVATE TO 8" BELOW FINISH GRADE IN PREPARATION FOR PLANT BEDS MIX. IN TURF AREAS LANDSCAPE CONTRACTOR SHALL PROVIDE AND PLACE SPECIFIED TOPSOIL TO A 4" MINIMUM DEPTH TO BRING THE SITE TO FINISH GRADE. IN PLANT BED AREAS LANDSCAPE CONTRACTOR SHALL INSTALL SPECIFIED PLANT BED MIX TO A MINIMUM DEPTH OF 8". THIS FINISH GRADE SHALL BE RAKED TO REMOVE ALL DEBRIS INCLUDING STICKS, CLODS, AND STONES AND SHALL BE FINE GRADED TO ELIMINATE ALL HUMPS, RUTS, DEPRESSIONS AND ABRUPT CHANGES IN GRADE AND ANY AREA THAT COULD CAUSE WATER TO POND.

- A.) PRIOR TO PLANTING IF VEGETATION IS GROWING IN PLANTING/LAWN AREA, APPLY HERBICIDE AT RATES RECOMMENDED BY MANUFACTURER. ALLOW TO DIE, AND THEN GRUB OUT ROOTS TO MINIMUM 1/2 INCH DEPTH.  
B.) MARK LOCATION OF TREES AND OUTLINES OF PLANT BEDS USING COLORED WOOD STAKES OR FLAGS PRIOR TO BEGINNING PLANTING; OBTAIN LANDSCAPE ARCHITECT'S APPROVAL PRIOR TO PROCEEDING.

### 2.2 PLANTING TREES AND SHRUBS

- A.) REMOVE CONTAINERS WITHOUT DAMAGE TO ROOTS.  
B.) REMOVE BOTTOM OF PLANT BOXES PRIOR TO PLACING PLANTS; REMOVE SIDES AFTER PLACEMENT AND PARTIAL BACKFILLING. PREVENT DAMAGE TO ROOTS.  
C.) REMOVE UPPER THIRD OF BURLAP FROM BALLED AND BURLAP TREES AFTER PLACEMENT. PLACE PLANT UPRIGHT AND PLUMB IN CENTER OF HOLE. PULL ANY WEEDS GROWING IN TREE BALL AND EXPOSE ROOT FLARE (THIS WILL BE THE TOP MOST IDENTIFIABLE ROOT), REMOVE ANY GIRDLING ROOTS AND SET PLANT SO THAT ROOT FLARE IS 1" ABOVE FINISH GRADE. ORIENT PLANTS FOR BEST APPEARANCE. BACKFILL THE BOTTOM 1/3 OF THE EXCAVATION WITH SOIL CUT FROM EXCAVATION OF PIT AND THOROUGHLY WATER THIS SOIL TO SETTLE IN. BACKFILL THE REMAINDER OF THE EXCAVATION WITH A 50/50 MIX OF PLANT BED MIX AND NATIVE SOIL EXCAVATED FROM THE PIT. IN BACKFILL MANUFACTURERS DIRECTION AND APPLICATION RATES. LIGHTLY TAMP AND WATER SOIL TO REMOVE ALL AIR POCKETS. FOR PLANTS OUTSIDE OF PLANTING BEDS, CONSTRUCT 3 INCH HIGH WATER CONTAINMENT RING AROUND PLANT. SPREAD MULCH TO MINIMUM 4 INCH DEPTH OVER PLANT BASIN.

- E.) ADJUST PLANT HEIGHT IF SETTLEMENT OCCURS AFTER BACKFILL AND STAKE AS DETAILED.  
1. TWO TO THREE WEEKS FOLLOWING PLANTING, INJECT PLANT HEALTH CARE INJECTABLE INOCULATE AROUND ROOT BALL FOLLOWING MANUFACTURER'S DIRECTIONS AND APPLICATION RATES. CONTACT LANDSCAPE ARCHITECT TO OBSERVE THIS OPERATION.  
F.) TRIM PLANTS TO REMOVE DEAD AND INJURED BRANCHES ONLY. TREAT CUTS OVER 3/4 INCH DIAMETER WITH TREE PAINT.  
G.) BRACE PLANTS OVER 65 GALLONS SIZE IMMEDIATELY AFTER PAINTING:  
1. FOR TREES 2' CAL. AND GREATER PROVIDE STAKING AS DETAILED. POSITION TO PREVENT HAZARDS TO PEDESTRIANS.  
2. DO NOT RESTRICT PLANT MOVEMENT UNDER LIGHT WIND LOADS OR DAMAGE BARK.

### 2.3 PLANT BEDS (PLANTING MASS SHRUBS, GROUNDCOVERS), AND ANNUALS (SEE DETAILS)

- A.) EXCAVATE PLANT BED TO DEPTH AS DETAILED ON PLANS.  
B.) BACKFILL WITH SPECIFIED 4-WAY MIX AND FERTILIZER AS SPECIFIED FOLLOWING MANUFACTURERS INSTRUCTIONS.  
C.) INSTALL METAL EDGINGS TO SEPARATE ALL PLANTER BEDS FROM TURF AND AT LOCATIONS INDICATED ON PLANS.  
D.) PLACE PLANTS IN STRAIGHT, EVENLY SPACED ROWS AT SPACING INDICATED ON DRAWINGS, TO UNIFORMLY FILL BEDS. USE TRIANGULAR SPACING METHOD UNLESS OTHERWISE INDICATED.  
E.) WATER PLANTS THOROUGHLY IMMEDIATELY AFTER PLANTING. REPAIR SETTLED AREAS.  
F.) ADJUST FINAL GRADES TO 1/2 INCH BELOW ADJACENT PAVING CURBS.  
G.) SPREAD MULCH TO MINIMUM 4 INCH DEPTH OVER PLANT BEDS AS DETAILED.

### 2.4 CLEANING AND ADJUSTING

- A.) REMOVE PLANT CONTAINERS, TRASH, RUBBISH, AND EXCESS SOILS FROM SITE DAILY AND AT COMPLETION OF TREE, SHRUBS AND GROUNDCOVER PLANTING.  
B.) REPAIR RUTS, HOLES AND SCARS IN GROWING SURFACE.

### 2.4 LAWN APPLICATION (AT COMPLETION OF TREE, SHRUB AND GROUNDCOVER PLANTINGS)

- A.) COORDINATION:  
1. HYDROMULCH AND SOD AFTER TREE, SHRUB AND GROUNDCOVER INSTALLATION IS COMPLETE.  
1. CONTRACTOR TO COORDINATE WITH IRRIGATION CONTRACTOR TO INSURE FUNCTIONAL IRRIGATION SYSTEM PRIOR TO ANY LAWN INSTALLATION.  
B.) PREPARATION:  
1. PRE-PLANT WEED CONTROL:  
IF WEEDS EXIST WITHIN PROPOSED LANDSCAPE AREAS AT THE BEGINNING OF WORK, SPRAY WITH A NON SELECTIVE SYSTEMIC CONTACT HERBICIDE, AS RECOMMENDED AND APPLIED BY AN APPROVED LICENSED APPLICATOR. CLEAR AND REMOVE THESE EXISTING WEEDS UPON HERBICIDE'S COMPLETED ACTION BY GRUBBING OFF ALL PLANTS AT LEAST 1/2"-1" BELOW THE SURFACE OF THE SOIL.  
2. CONTRACTOR TO SCARIFY GROUND SURFACE TO A MINIMUM 2" DEPTH FOR ALL GRASSES AND REMOVE ALL STICKS, TRASH, ROCKS AND OTHER DEBRIS AND DISPOSE OFF SITE.  
3. IF EXISTING SOIL IN AN AREA IS FOUND TO BE CONTAMINATED OR OTHERWISE UNSUITABLE, CONTRACTOR SHALL PROVIDE COST PER CUBIC YARD TO REPLACE WITH SOIL SUITABLE FOR TURF.  
4. CONTRACTOR TO RAKE ENTIRE AREA, LEVELING ANY IMPERFECTIONS IN THE GRADE. LANDSCAPE CONTRACTOR TO ENSURE THAT THERE WILL BE POSITIVE DRAINAGE AND NO PONDING ON SITE. FINISHED GRADE OF LAWN AREAS TO BE 1/2" BELOW TOP OF CURBS, SIDEWALKS AND OTHER PAVEMENTS. REMOVE ANY LARGE (GREATER THAN 1") DIRT CLODS, ROCKS, AND TRASH AND PREPARE A SMOOTH, LEVEL, LOOSE AND COARSE SURFACE. LANDSCAPE ARCHITECT TO APPROVE FINE GRADING PRIOR TO ANY LAWN INSTALLATION. LAWN BED SHALL BE MOIST (BUT NOT MUDDY) TO RECEIVE SEED AND SOD.  
C.) HYDROMULCH APPLICATION:  
1. FOR ALL HYDROMULCH AREAS, INSTALL SOD STRIPS OF BUFFALO GRASS ADJACENT TO FINISH PAVING AND CURBS AS SHOWN ON PLANS.  
2. LAWN AREAS TO BE SEEDED IMMEDIATELY AFTER PREPARATION OF THE BED. APPLY A UNIFORM COAT OF HYDROMULCH AT THE RATES SPECIFIED BELOW:  
A. SEED:  
1). THUNDER TURF (REF. MANUFACTURER'S SPECIFICATIONS)  
2). ANNUAL RYE GRASS - 8 LBS./1,000 S.F.  
B. WOOD CELLULOSE FIBER MULCH - 60 LBS./1,000 S.F.  
C. FERTILIZER: "PHC FOR TURF" AT A RATE OF SEVEN (7) POUNDS PER 1,000 SQUARE FEET.  
D. INCORPORATE A TACKIFIER WITH MULCH CAP. DELAY IRRIGATION 8 HOURS TO PERMIT TACKIFIER TO SET.  
3. SEED AREAS WITHIN SEEDING LIMITS INDICATED ON THE PLAN AND AREAS DISTURBED BY CONSTRUCTION OPERATIONS.  
4. PROTECT EXISTING UTILITIES (INCLUDING IRRIGATION SYSTEM), PLANTING, PAVING, FENCING, AND OTHER SITE AMENITIES FROM DAMAGE CAUSED BY HYDROMULCHING OPERATION.  
5. IMMEDIATELY FOLLOWING APPLICATION OF HYDROMULCH, THE CONTRACTOR SHALL WASH EXCESS HYDROMULCHING MATERIAL FROM PREVIOUSLY PLANTED MATERIAL, ARCHITECTURAL FEATURES, ETC. CARE SHALL BE EXERCISED TO AVOID WASHING OR ERODING MULCH MATERIALS FROM LAWN AREA.  
6. UPON ESTABLISHMENT OF LAWN, APPLY A POST EMERGENT HERBICIDE FOR CONTROL OF NUT GRASS AND WEEDS. FERTILIZE AT 45 DAY INTERVALS WITH SPECIFIED PLANT HEALTH GROUP'S FERTILIZER AT A RATE OF SEVEN (7) POUNDS PER 1,000 SQUARE FEET DURING AT 45 DAY INTERVALS DURING THE 90 DAY MAINTENANCE PERIOD.  
7. SHOULD LAWN AREAS BE SEEDED WITH ANNUAL RYE GRASS THE CONTRACTOR SHALL RETURN TO THE SITE BETWEEN APRIL 15 AND MAY 15 TO RE-PREPARE SEED BED AND HYDROMULCH WITH THUNDER TURF SEED IN ORDER TO ESTABLISH A PERMANENT TURF COVER IN ALL LAWN AREAS.  
D.) SOD INSTALLATION:  
1. INCORPORATE SPECIFIED LAWN FERTILIZER AT SEVEN (7) POUNDS PER 1000 SQUARE FEET OF LAWN AREA FOR SOD.  
2. PRE- EMERGE HERBICIDE APPLICATION: APPLY RECOMMENDED HERBICIDE TO LABEL INSTRUCTIONS IN TWO APPLICATIONS. THE FIRST APPLICATION WILL BE UP TO 10 DAYS PRIOR TO PLANTING. THE SECOND APPLICATION WILL BE 5 DAYS PRIOR TO PLANTING. USE CARE TO AVOID WIND DRIFT OR RUNOFF TO ADJACENT ORNAMENTAL TREE OR SHRUB PLANTINGS.  
3. LAY SOD WITHIN 24 HOURS FROM TIME OF STRIPPING.  
4. LAY SOD TO FORM SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS, STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED SOIL INTO MINOR CRACKS BETWEEN PIECES OF SOD; REMOVE EXCESS SOD TO AVOID SMOTHERING ADJACENT GRASS.  
5. SOD PADS SHALL BE OF FULLEST SIZE POSSIBLE-NO SOD SLIVERS WILL BE PERMITTED.  
6. FINISHED GRADE OF NEW SOD SHALL BE FLUSH WITH ADJACENT LAWN AND PAVEMENT. ENSURE POSITIVE DRAINAGE.  
7. ROLL ENTIRE SODDED AREA WITH SOD ROLLER. WATER SOD THOROUGHLY.  
8. CONTRACTOR SHALL OVERSEED SOD AREAS WITH ANNUAL RYE GRASS IF LAWN INSTALLATION OCCURS SEPTEMBER 15 THROUGH APRIL 15 AT 8 LBS., 1,000 S.F.  
9. SHOULD LAWN AREAS BE SEEDED WITH ANNUAL RYE GRASS THE CONTRACTOR SHALL RETURN TO THE SITE BETWEEN APRIL 15 AND MAY 15 TO RE-PREPARE SEED BED AND SEED WITH THUNDER TURF.

### 2.5 ACCEPTANCE

- A.) PRIOR TO SCHEDULING A SUBSTANTIAL COMPLETION INSPECTION LANDSCAPE CONTRACTOR SHALL THOROUGHLY CLEAN SITE OF ALL DEBRIS AND TRASH AND REPAIR ANY DAMAGE TO FINISH GRADE. WHEN LANDSCAPE WORK IS COMPLETE A SUBSTANTIAL COMPLETION INSPECTION WILL BE HELD. FOLLOWING COMPLETION OF ANY PUNCH LIST ITEMS GENERATED FROM THE SUBSTANTIAL COMPLETION INSPECTION A FINAL INSPECTION WILL BE HELD AND IF FOUND ACCEPTABLE A CERTIFICATE OF FINAL ACCEPTANCE WILL BE ISSUED.  
B.) LANDSCAPE CONTRACTOR SHALL CONTINUE MAINTENANCE UNTIL FINAL ACCEPTANCE AT WHICH TIME THE SPECIFIED MAINTENANCE PERIOD WILL BEGIN.

END OF SPECIFICATIONS  
REV 10/07/13  
S19326



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Project:

## SUNWATCHER PLAZA PHASE 2

## MIDWESTERN STATE UNIVERSITY

## WICHITA FALLS, TEXAS

Project Number:

Designed: TR, KN

Drawn: KN

Reviewed: KN, TR

Date Issued:  
MAY 25, 2016

Revisions:

Sheet Title:

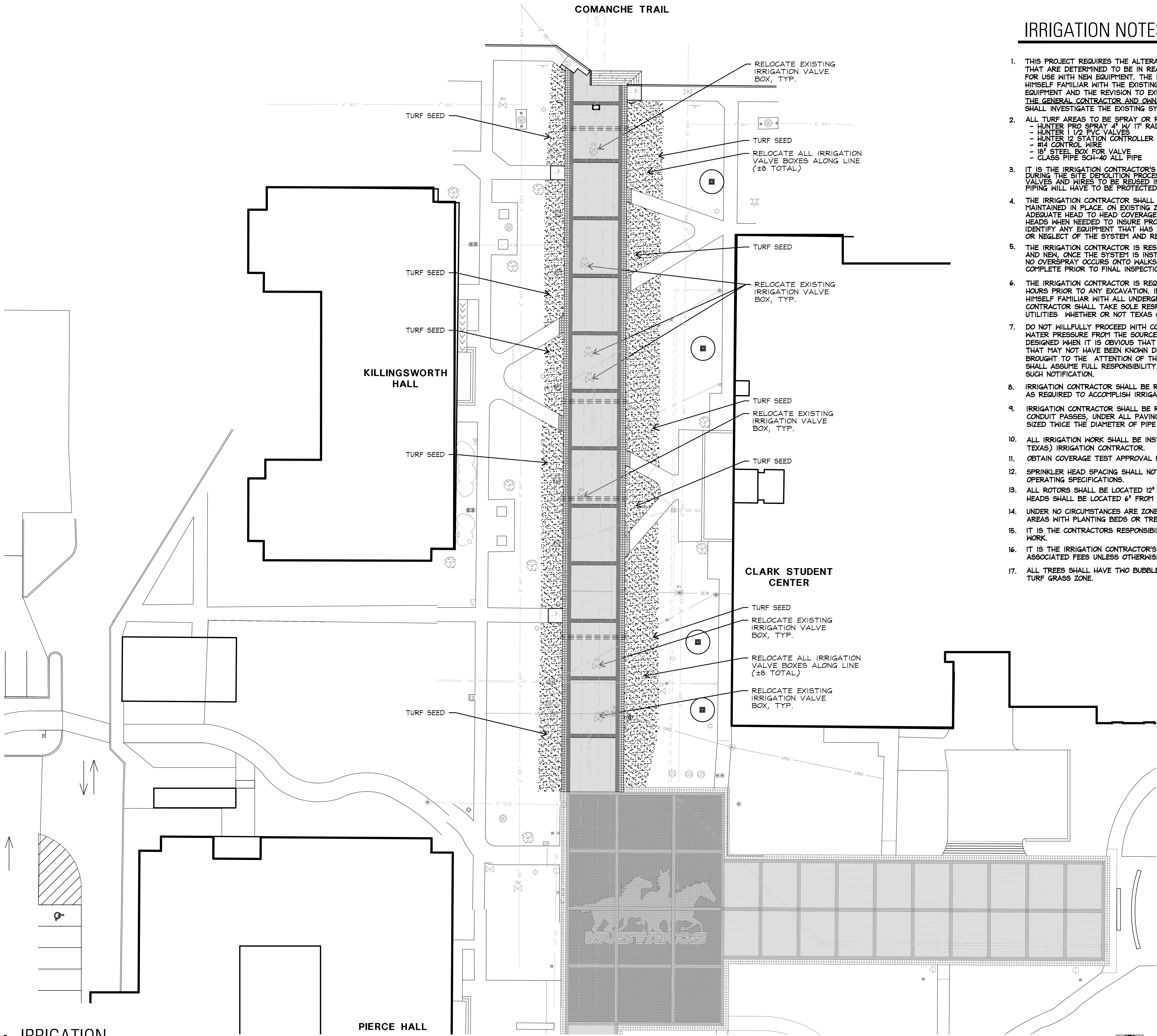
## PLANTING NOTES

Sheet Number:

## LP 1.2



3. THIS PROJECT REQUIRES THE ALTERATION OF AN EXISTING IRRIGATION SYSTEM. PARTS OF THE SYSTEM THAT ARE DETERMINED TO BE IN REASONABLE WORKING CONDITION SHALL BE MAINTAINED IN PLACE FOR USE WITH NEW EQUIPMENT. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH THE EXISTING SYSTEM BEFORE BEGINNING WORK ON THE INSTALLATION OF NEW EQUIPMENT AND THE REVISION TO EXISTING EQUIPMENT TO BE MAINTAINED IN PLACE. COORDINATE WITH THE GENERAL CONTRACTOR AND OWNER'S REPRESENTATIVE WHEN POSSIBLE. THE IRRIGATION CONTRACTOR SHALL INVESTIGATE THE EXISTING SYSTEM AND COORDINATE WITH THE LANDSCAPE ARCHITECT.
2. ALL TURF AREAS TO BE SPRAY OR ROTOR IRRIGATED. IRRIGATION EQUIPMENT TO INCLUDE.
  - HUNTER PRO SPRAY 4" 1/4" 17" RADIUS
  - 1/2" PVC VALVES
  - HUNTER 12 STATION CONTROLLER
  - #14 CONTROL WIRE
  - 18" STEEL BOX FOR VALVE
  - CLASS 5 PIPE SCH-40 ALL PIPE
3. IT IS THE IRRIGATION CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE GENERAL CONTRACTOR DURING THE SITE DEMOLITION PROCESS WHEN POSSIBLE IN ORDER TO MAINTAIN IN PLACE THE MAINLINE, VALVES AND WIRES TO BE REUSED IN THE FINAL SYSTEM. IN SOME CASES MAINLINE, WIRES, AND LATERAL PIPING WILL HAVE TO BE PROTECTED AND REUSED TO INSURE PROPER FUNCTION OF THE SYSTEM.
4. THE IRRIGATION CONTRACTOR SHALL VERIFY IN THE FIELD THE EXTENT OF THE EXISTING SYSTEM TO BE MAINTAINED IN PLACE, ON EXISTING ZONES TO BE REUSED, ADD HEADS AS REQUIRED TO INSURE ADEQUATE HEAD TO HEAD COVERAGE. THE CONTRACTOR SHALL REPLACE ANY EXISTING HEADS WITH NEW HEADS WHEN NECESSARY TO INSURE PROPER FUNCTION OF THE SYSTEM. THE IRRIGATION CONTRACTOR SHALL IDENTIFY ANY EQUIPMENT THAT HAS BEEN DAMAGED OR ABANDONED AS A RESULT OF NEW CONSTRUCTION OR NEGLIGENCE OF THE SYSTEM AND REMOVE OR REPAIR ALL ZONES AFFECTED.
5. THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR ADJUSTING ALL HEADS AND NOZZLES, BOTH EXISTING AND NEW, ONCE THE SYSTEM IS INSTALLED TO INSURE HEAD TO HEAD COVERAGE AND TO INSURE THAT NO OVERSPRAY OCCURS ONTO WALKS AND PARKING AREAS. THESE FINAL ADJUSTMENTS ARE TO BE COMPLETE PRIOR TO FINAL INSPECTION AND ARE A CONDITION OF ACCEPTANCE AS COMPLETE.
6. THE IRRIGATION CONTRACTOR IS REQUIRED BY LAW TO NOTIFY TEXAS ONE CALL (800-245-4545) 72 HOURS PRIOR TO ANY EXCAVATION. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. IRRIGATION CONTRACTOR SHALL TAKE SOLTE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE OF SAID UTILITIES WHETHER OR NOT TEXAS ONE CALL IS NOTIFIED.
7. DO NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WITHOUT VERIFYING ACTUAL ON-SITE WATER PRESSURE FROM THE SOURCE. DO NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. THE IRRIGATION CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.
8. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH OTHER CONTRACTORS AS REQUIRED TO ACCOMPLISH IRRIGATION INSTALLATION.
9. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR SLEEVES AND CHASES WHEREVER PIPING OR CONDUIT PASSES, UNDER ALL PAVING, THROUGH WALLS, ETC. ALL SLEEVES SHALL BE SCH 40 PVC, SIZED TWICE THE DIAMETER OF PIPE OR COMBINATION OF PIPES ENCLOSED WITHIN THE SLEEVE.
10. ALL IRRIGATION WORK SHALL BE INSTALLED UNDER THE SUPERVISION OF A LICENSED (IN THE STATE OF TEXAS) IRRIGATION CONTRACTOR.
11. OBTAIN COVERAGE TEST APPROVAL FROM OWNER'S REPRESENTATIVE PRIOR TO PLANTING, SODDING OR SEEDING.
12. SPRINKLER HEAD SPACING SHALL NOT EXCEED 50% OF SPRAY DIAMETER BASED ON MANUFACTURERS OPERATING SPECIFICATIONS.
13. ALL ROTORS SHALL BE LOCATED 12' FROM PAVEMENT, CURBS OR EDGE OF STRUCTURE, ALL SPRAY HEADS SHALL BE LOCATED 6' FROM PAVEMENT, CURBS OR EDGE OF STRUCTURE.
14. UNDER NO CIRCUMSTANCES ARE ZONE TYPES TO BE COMBINED I.E. ROTARY HEADS WITH SPRAYS, TURF AREAS WITH PLANTING BEDS OR TREE BUBBLERS.
15. IT IS THE CONTRACTORS RESPONSIBILITY TO CONFIRM STATIC PRESSURE ON SITE PRIOR TO STARTING WORK.
16. IT IS THE IRRIGATION CONTRACTOR'S RESPONSIBILITY TO SECURE ALL REQUIRED PERMITS AND PAY ALL ASSOCIATED FEES UNLESS OTHERWISE NOTED.
17. ALL TREES SHALL HAVE TWO BUBBLERS PER TREE. TREES TO BE ON A SINGLE ZONE SEPARATED FROM TURF GRASS ZONE.





**AGREEMENT BETWEEN  
MIDWESTERN STATE UNIVERSITY  
AND**

CONTRACT NO.

This Agreement made the            day of            in the year 20            , by and between            , hereinafter called the Contractor, and the Board of Regents of Midwestern State University, hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

**ARTICLE 1.      SCOPE OF WORK:** The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications for the project entitled            . These drawings and specifications prepared for Midwestern State University by            , acting as and in these Contract Documents entitled the Project Architect. The Contractor shall do everything required by this Agreement, the General and Supplemental Conditions of the Contract, the Special Conditions, the Addenda, the Specifications, the Drawings, the Historically Underutilized Business (HUB) Subcontracting Plan, and the Proposal attached as **Exhibit 1** (including any unit prices stated therein).

The Specifications and Drawings are enumerated as follows:

SPECIFICATIONS: See attached as **Exhibit 2**.

DRAWINGS: See attached as **Exhibit 2**.

ADDENDA: See attached as **Exhibit 2**.

ALTERNATES: The following Alternate Proposals, fully described in the Specifications, are included as a part of this Contract:            .

**ARTICLE 2.      TIME OF COMPLETION:** The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be stated; such commencement date shall be 10 or more days after the date of the notice. The Contractor shall achieve substantial completion of the work within            (            ) calendar days after such commencement date, as such completion date may be extended by approved Change Orders. The time set forth for completion of the work is an essential element of the Contract.

**ARTICLE 3.      THE CONTRACT SUM:** The Owner shall pay the Contractor for performance of the Contract, subject to additions and deductions provided therein, the sum of (\$            ), and make payment on account as hereinafter provided.

ARTICLE 4. HUB SUBCONTRACTING PLAN: The Owner has adopted Exhibit H, Policy on Utilization of Historically Underutilized Business ("Policy"), which is incorporated herein by reference. Contractor, as a provision of the Agreement must comply with the requirements of the Policy and adhere to the HUB Subcontracting Plan submitted with Contractor's Proposal and attached as **Exhibit 3**. No changes to the HUB Subcontracting Plan can be made by the Contractor without the prior written approval of the Owner in accordance with the Policy.

ARTICLE 5. LIQUIDATED DAMAGES: For each consecutive calendar day after the substantial completion period set forth in Article 2 above that any work, including the correction of deficiencies found during the final testing and inspection, is not completed, the amount of (\$ ) will be deducted from the money due or becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages which the Owner will sustain for late completion.

ARTICLE 6. CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK:

The Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.

The Contractor shall insure that Texas Department of Health licensed individuals, consultants or companies are used for any required asbestos work including asbestos inspection, asbestos abatement plans/specifications, asbestos abatement, asbestos project management and third-party asbestos monitoring.

The Contractor shall provide at Substantial Completion, a notarized affidavit to the Owner and the Architect stating that no asbestos containing materials or work was provided, installed, furnished or added to the Project.

The Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, materialmen, subcontractors, or their assigns, comply with this requirement.

All materials used on this Project shall be certified as non Asbestos Containing Building Materials (ACBM). The Contractor shall insure compliance with the following acts from all of his subcontractors and assigns:

Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));

National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos;

Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on this Project.

The Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the construction of the Project to the Texas Department of Health licensed inspector or Project Architect or Engineer who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

At Final Completion the Contractor shall provide a notarized certification statement per TAC Title 25 Part 1, Ch. 295.34, par. c.1 that no ACBM was used during construction of the Project.

ARTICLE 7. ACCEPTANCE OF BID OR AWARD OF CONTRACT: By signing this Agreement, the undersigned certifies as follows:

Assignment. This Agreement is a personal service contract for the services of Construction, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

Records of expenses pertaining to Additional Services and services performed on the basis of a Worker Wage Rate or Monthly Salary Rate shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by the Owner or the Owner's authorized representative on reasonable notice.

Family Code Child Support Certification. Pursuant to Section 231.006, Texas Family Code, Service Provider certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Eligibility Certification. Pursuant to Section 2155.004, Texas Government Code, Service Provider certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Franchise Tax Certification. A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. The county where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

Waivers. No delay or omission by either party in exercising any right or power arising from non compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

Records. Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for four (4) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Contractor in writing.

Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative.

Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

**Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**Illegal Dumping.** The Contractor shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

**Ethics Matters/No Financial Interest.** Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy, University's Standards of Conduct Guide and applicable state ethics laws and rules. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

By signature hereon, Contractor certifies that no member of the Board of Regents of Midwestern State University, or Executive Officers, including component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this contract.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement as of the day and year first above written.

MIDWESTERN STATE UNIVERSITY

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

Date: \_\_\_\_\_

SAMPLE