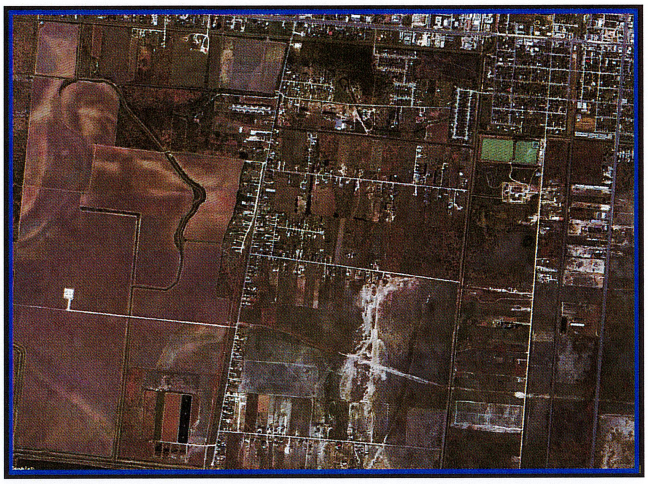
Olmito Water Supply Corp. and Cameron County



BID AND CONTRACT DOCUMENTS AND SPECIFICATIONS

WATERLINE SYTEM IMPROVEMENTS ON OLD ALICE ROAD

TDA - TxCDBG Program
COLONIA FUND CONSTRUCTION
Project No. CFC21-0446
Cameron County Bid No. 221101

Prepared by:

CRUZ - HOGAN
ENGINEERS | PLANNERS
McAllen | Harlingen | Weslaco
TBPE FIRM REGISTRATION No: F - 4860

STATE OF TEXAS
ORLANDO CRUZ
55740
REGISTERED
PROFESSIONAL ENGINEER

11-10-22

NOVEMBER 2022

CAMERON COUNTY

CAMERON COUNTY COMMISSION

Hon. Eddie Trevino, Jr.	**County Judge**
Ms. Sofia C. Benavides	**County Commissioner, Pct. 1**
Mr. Joey Lopez	**County Commissioner, Pct. 2**
Mr. David A. Garza	**County Commissioner, Pct. 3**
Gustavo C. Ruiz	**County Commissioner, Pct. 4**

BID NO. 221101

OLMITO WATER SUPPLY CORPORATION AND CAMERON COUNTY WATERLINE SYSTEM IMPROVEMENTS ON OLD ALICE ROAD PROJECT

Texas Department of Agriculture (TDA)
Texas Community Development Block Grant (TxCDBG) Program
Colonia Fund-Construction (CFC) Project Contract No. CFC21-0446

RESPONSE DUE: Tuesday, November 29, 2022 before 11:00 a.m.

TABLE OF CONTENTS

DOCUMENT Page

SECTION 1: BID PROPOSAL DOCUMENTS

A. CAMERON COUNTY PURCHASING DEPT. BID DOCUMENTS

Table of Contents 2
Invitation to Bid 4
Bid Check List 5
Instructions for Submitting Bids 6
Attachment A – Price Page 11
Attachment B – Addendum Acknowledgment 18
Attachment C –Bid Bond 19
Attachment D – Vendor References 21
Attachment E – Non Collusion Affidavit 22
Attachment F – Residence Certification 23
Attachment G – Confidentiality 24
Attachment H – Order Adopting Contracting Rules Indebted to County 25
Attachment I – Certification Regarding Debarment, Suspension, Ineligibility 26
Attachment I-2 Architects, Engineers, Construction 27
Attachment J – Conflict of Interest Questionnaire 28
Attachment K – Disclosure of Interest 30
Attachment L – House Bill 89 Verification 32
Attachment M – Bidders Prohibited to Lobby County Official(s) Rule 33
Attachment N – Statement of Bidder's Qualifications 34
Attachment O – Certification of Bidder Regard Civil Rights Laws & Regulations 37
Attachment P – Labor Standards and Prevailing Wage Requirements 38
Attachment Q – Contractor's Local Opportunity Plan 40
Attachment R – Proposed Contracts Breakdown 41
Attachment S – Certificate as to Corporate Principal 42
Attachment T – List of Subcontractors 43
Attachment U – Performance Bond 44
Attachment V – Payment Bond 46

General Terms and Conditions 48
Special Insurance Conditions of Agreement 56
Notice of Award 57
Attorney Review Certification 58

B. TxCDBG CONSTRUCTION BID PACKAGE/REQUIRED CONTRACT DOCUMENTS

SECTION 1-B 59
Table of Contents 60
Must Read SAM Debarment Statement 61
Invitation for Sealed Bids 62
Instruction to Bidders for Construction 63
Equal Opportunity Guidelines for Construction Contractors 67
Sample Construction Contract 69

SECTION 2: GENERAL CONDITIONS/BID PROPOSAL DOCUMENTS

General Conditions – Part I for Construction 71
Federal Labor Standards Provisions (HUD-4010).....*see Section 2 HUD 4010*
Davis Bacon Wage Rates.....*seeSection2 Davis Bacon*

SECTION 3: CIVIL RIGHTS-EEO-SECTION 3 FORMS

Section 3 Exhibit A-N..... ….*see Section 3*

SECTION 4: TECHNICAL SPECIFICATIONS ..... *see Section 4*

DIVISION 1 - GENERAL REQUIREMENTS ..... No. of Pages

01010 Summary of Work.....3
01020 General Construction Requirements 2
01030 Project Sign.....1
01300 Submittal Requirements.....1
01320 Schedule. 1
01400 Quality Control 2
01500 Temporary Facilities and Controls.....4
01563 Groundwater and Surface Water Control 3
01568 Erosion and Sediment Control During Construction.....7
01600 Materials and Equipment 3
01890 Project Closeout.....1
01990 Construction Surveying and Staking 1

DIVISION 2 - SITE WORK

02000 Traffic Control Requirements.....3
02016 Cutting and Patching.....1
02102 Clearing and Grubbing.....2
02221 Trench Excavation, Backfill, and Compaction.....6
02225 Excavation, Backfill, and Compaction for Utilities.....4
02300 Waterlines and Appurtenances 7
02930 Seed and Fertilize.....4

DIVISION 19 - TRENCH PROTECTION

19000 Trench Protection System.....6
19001 Trench Shoring, Minimum Requirements 1

PLAN DRAWINGS .....*separate cover*

SECTION 1

BID PROPOSAL DOCUMENTS

CAMERON COUNTY
PURCHASING DEPARTMENT

INVITATION TO BID

BID NUMBER: 221101

BID TITLE: OLMITO WATER SUPPLY CORPORATION & CAMERON COUNTY WATERLINE SYSTEM IMPROVEMENTS ON OLD ALICE ROAD TDA TXCDBG CFC PROGRAM PROJECT NO. CFC21-0446

DATE DUE: NOVEMBER 29, 2022 **DUE NO LATER THAN 11:00 A.M.**

Bids will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 at 11:01 a.m. (as per Purchasing Dept. time clock) on deadline due date. All Bidders are welcome to attend Bid opening.

Bids received later than the date and time above will not be considered.

Please return bid ORIGINAL ONE (1) in sealed envelope. Be sure that return envelope shows the Bid Number, Description and is marked "SEALED BID".

RETURN BID TO:

by U.S. mail or delivered to the office of Purchasing Dept., **County Courthouse (Dancy Bldg.)**
1100 E. Monroe St, 3rd Floor, Room 345, Brownsville, Texas78520.

For additional information or to request addendum contact**:**
Cruz-Hogan Consultants, Inc., 2290 W. Pike Blvd., Ste. 102, Weslaco, Texas 78596
Marcus Cruz, P.E. (956) 854-4227

YOU MUST SIGN BELOW IN INK; FAILURE TO SIGN WILL DISQUALIFY THE OFFER.
All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Telephone No. _____ Fax No. _____ e-mail_____

Historically Underutilized Business (State of Texas) Certification VID Number:_____

How did you find out about this RFP? _____(ex: Newspaper, Web, mailout)

SIGNATURE: _____ Print Name: _____

Is Bidder's principal place of Business within Cameron County? Yes - No
If yes what City:_____

(Your signature attests to your offer to provide the goods and/or services in this bid according to the published provision of this bid. When an award letter is issued, this Bid becomes the contract. If a Bid required specific Contract is to be utilized in addition to this Bid, this signed Bid will become part of that contract. When an additional Contract is required a Bid award does not constitute a contract award and Bid / Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

CHECK LIST

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Offeror's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your bid packet.

_X__ **Cover Sheet**
Your company name, address and your signature (**IN INK**) should appear on this page.
_X__ **Instructions to Bidders**
You should be familiar with all of the Instructions to Bidders.
____ **Special Requirements**
This section provides information you must know in order to make an offer properly.
_X__ **Specifications / Scope of Work**
This section contains the detailed description of the product/service sought by the County.

Attachments

_X__ **Attachments A thru V**
Be sure to complete these forms and return with packet.
_X__ **Bid Guaranty & Performance Bond Information & Requirements**
This form applies only to certain bids/proposals. All public work contracts over $25,000 require a Payment Bond and over $100,00 must also have a Performance Bond in a form approved by the County. Please read carefully and fill our completely.
_X__ **Minimum Insurance Requirements**
Included when applicable
____ **Worker's Compensation Insurance Coverage Rule 110.110**
This requirement is applicable for a building or construction contract.
____ **Financial Statement**
When this information is required, you must use this form.

Other - Final Reminders To double check before submitting BID

____ Is your bid sealed with bid #, title, Bidder Name, & return address, on outside?
____ Did you complete, sign and submit page 1?
____ Did you complete and submit attachments A thru V?
____ Did you provide the number of copies as required on the cover page?
____ Did you visit our website for any addendums?
https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/

If not interested in Bidding please let us know why by e-mail to: Purchasing@co.cameron.tx.us

INSTRUCTIONS FOR SUBMITTING BIDS

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Bidder") on behalf of Solicitations including, but not limited to, Invitations to Bid.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples. Prior to returning your sealed bid response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/ Addendums Column (updated Addendums). These Addendums must be signed and returned with your bid in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual Bid award information can be accessed at: https://www.cameroncounty.us/purchasing-bids-rfpq-addms-tabs/
Review this document in its entirety. Be sure your Bid is complete, and double check your Bid for accuracy.

Cameron County is an Equal Employment Opportunity Employer.

GOVERNING FORMS: **In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the bidder as such, in the columns to the right on the "Minimum Specifications' Forms". The County's specifications may be exceeded and should be noted by the Vendor as such. Any bid NOT MEETING the Minimum Requirements specified will be rejected.**

GOVERNING LAW: **This invitation to bid is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, δ262.021 et seq., as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidders are further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.**

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this Bid, the Change(s) and addition(s) will be forwarded to all vendors involved (as quickly as possible) in the form of a written addendum only. Verbal changes to Bids must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to Bids will not apply.

Sign the Vendor's Affidavit Notice, complete answers to Attachments A thru V and return all with your Bid.

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity
This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.
By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.
A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions.

can be downloaded at the following web site:
https://www.cameroncounty.us/wp-content/uploads/Purchasing/docs/Conflict_of_Interest_Questionnaire_New_2015__.pdf

DISCLOSURE OF INTERESTS:

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7th business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed**. Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

can be downloaded at the following web site:
https://www.cameroncounty.us/wp-content/uploads/Purchasing/CIS.pdf

TEXAS ETHICS COMMISSION FORM 1295

All Bids prior to award or award of Contract by Commissioner's Court will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award . This Certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be emailed or delivered to County Purchasing Department making the request for form. This process must be completed prior to Commissioners Court Agenda for approval consideration of Bid award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab " Vendor – TEC Form 1295" for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions.
tab Link:
https://www.cameroncounty.us/vendors-tec-form-1295/

BIDDER SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE BID PACKET. In the event of inclement weather and County Offices are officially closed on a bid deadline day, bids will be received unit 2:00 p.m. of the next business day. Bids will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 (as per Purchasing Dept. time clock.

BIDS SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

BIDDERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding bidders are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: http://www.co.cameron.tx.us/judge/agenda.htm

SUCCESSFUL VENDOR WILL BE NOTIFIED BY MAIL. All responding vendors will receive written notification regarding the outcome of the award.

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other bidders, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your bid package.

PLEASE NOTE CAREFULLY

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

1. Each bid shall be placed in a separate envelope completely and properly identified with the name and number of the bid. Bids must be in the Purchasing Department BEFORE the hour and date specified.

2. Bids MUST give full firm name and address of the bidder. Failure to manually sign bid will disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.

3. Bids CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.

4. The County is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN BID.
Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code δ151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.

5. Any Catalog, brand name or manufacturer's reference used in a bid invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. Bids on brand of like nature and quality will be considered. If bid is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.

6. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the bidder on request, at his expense. Each sample should be marked with bidder's name, address, and County bid number. DO NOT ENCLOSE OR ATTACH SAMPLE TO BID. County user Dept(s) reserves the right to make the final determination as to equivalents.

7. Written and verbal inquires pertaining to bids must give Bid Number and Company.

8. NO substitutions , changes or cancellations permitted without written approval of Purchasing Agent.

9. The County reserves the right to accept or reject all or any part of any bid, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total bid. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable. Cameron County reserves the right to award if only one (1) Bid was received. Cameron County retains the option to re-bid at any time if in its best interest and is not automatically bound to renewal or re-bid. . The County reserves the right to hold all Bids for 60 days from the due date of receipt without actions. The County reserves the right to add additional County Departments (at a later time during this bid award) as the need arises. The County also reserves the right to consider CO-OP Interlocal Agreements / pricing if determined to be more advantageous to the County.

10. Bid unit price on quantity specified – extend and show total. In case or errors in extension, UNIT prices shall govern.. If both alphabetic and numeric (unit prices) are required and a discrepancy is found between both on the same line item whichever unit price confirms the line total will govern. If neither confirms then the alphabetic price will govern. If there is no line total requested then the alphabetic unit price shall govern. If combined / sum of line totals do not match the Bid total then the Bid total will be corrected to reflect the sum of the line totals. If there is a discrepancy between the alphabetic and numeric Base Bid Total / Total Bid amount, the alphabetic Base Bid Total / Total Bid will take precedence. Bids subject to unlimited price increase will not be considered, but limited to Preventive Maintenance Annual Local Labor Union Wage Rate adjustments. ALL PRICING WILL REMAIN FIRM UNLESS THIS BID ALLOWS FOR OPEN MARET PRICE INCREASES (AS SO SPECIFIED WITHIN) . When inserting number of days or percentage % in Bid (ex: number of days to deliver or install or complete work, etc. or percentage over vendor's cost or percentage discount off list price) avoid using a range (ex: 30-90 days or 15% to 20 % cost plus) but use only one number for number of days or percentage. If a range is used the County will consider the higher number or worst-case scenario from the County's standpoint in making bid comparisons / tabulations.

11. This is a bid inquiry only and implies no obligation on the part of Cameron County.

12. Acceptance of and <u>final</u> payment for the item will be contingent upon satisfactory performance of the product received by Cameron County.

13. Partial bids will not be accepted unless awarded by <u>complete</u> category or line item. **<u>To be awarded by Total Bid.</u>**

14. It is expected that the bidder will meet all state and federal safety standards and laws in effect on the date of the bid for the item(s) being specified, and the particular use for which they are meant.

15. It is the responsibility of the bidder to ask any and all questions the bidder feels to be pertinent to the bid. Cameron County shall not be required to attempt to anticipate such questions for bidders or. Cameron County will endeavor to respond promptly to all questions asked.

16. If a Bid Bond is required in this Bid it must be included in Bidders Sealed Bid package and be current / valid through award.

17. All property of Cameron County must remain (at all times) within the United States – without exception – unless prior Agenda approval has been given by Commissioners Court.

PURCHASE ORDER AND DELIVERY: The successful Bidder shall not deliver products or provide services without a Cameron County Purchase Order, signed by an authorized agent of the Cameron County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the Bidder in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications.

This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Cameron County without prejudice to other remedies provided by law. **Where delivery times are critical, Cameron County reserves the right to award accordingly**.

NO PLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of their intention to cure and may then make a conforming tender within the contract time but not afterward.

PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

DELIVERY TERMS AND TRANSPORTATION CHARGES: Bid must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bidder list.

An accurate delivery date must be quoted on the "Bid Form". When there are various items, a delivery date must be included with each item quoted. Freight and shipping charges to Cameron County must be included in the bid price. Final location will be supplied to the vendor on award of bid, F.O.B. destination. Delivery locations will be: Various County Building locations. Delivery days after receipt of order (ARO). Specify all (various) dates by categories or item if different.

If delay is foreseen, contractor shall give written notice to Director of Purchasing. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.

Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless otherwise noted in bid.

VARIATON IN QUANTITY: The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

TITLE AND RISK OF LOSS: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

INSPECTION: Upon receiving item(s), they will be inspected for compliance with the Bid Specifications. If the item(s) do not pass inspection, the vendor will be required to pick up the rejected item(s) at the delivery point, provide the necessary replacement, and return the item(s) to the original point of delivery.

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage (Cameron County prefers recycled packaging whenever possible), unless otherwise indicated in bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.

Cameron County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

TESTING: Cameron County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

INVOICES AND PAYMENTS: (a) The vendor shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe St., Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery or services rendered. Our Vendors must keep the Auditor advised of any changes in your remittance addresses. (b) County's only obligation

to pay Vendor is to pay from funds budgeted and available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by the County. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Vendor for correction. Under term contracts, when multiple deliveries and/or services are required, the Vendor may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the Vendor should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

Vendor shall submit seven (7) copies of an itemized invoice showing BID number and purchase order number to:

CAMERON COUNTY AUDITOR
ACCOUNTS PAYABLE
1100 EAST MONROE ST.,
BROWNSVILLE, TEXAS 78520

Please note that any payment due under this bid award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Cameron County.

PAYMENT DISCOUNT: Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc.

Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice.

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.

Attachment A

BID PROPOSAL FORM (GENERAL CONTRACT)

Project: **Olmito Water Supply Corporation & Cameron County**
Waterline System Improvements on Old Alice Road
TDA TxCDBG CFC Program Project No. CFC21-0446

Place: **Cameron County Purchasing Department, 1100 E. Monroe Street 3rd Floor, Attention: Mrs. Dalia Loera**

Due Date: **Tuesday, November 29, 2022**

Time: **Before 11:00 am**

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents, prepared by **Cruz-Hogan Consultants, Inc.** relating to the above referenced project, the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda, thereto, including furnishing of any and all labor and materials for all roofing, for the following sum of money:

A: BID:
All labor, materials, services and equipment, necessary for completion of the work shown on the drawings and described in the specifications. BIDDER agrees to perform all Work for which he contracts as described in the technical Specifications and as shown on the Plans, for the prices indicated on the following Bid Form.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1.	12" PVC Waterline, DR 25, Class 150. To include installation, sand bedding, gasket joints, trenching, backfill and etc. All complete, in place.	10,700 LF	$ _____/LF	$_____
2.	6" PVC Waterline, DR 25, Class 150. To include installation, sand bedding, gasket joints, trenching, backfill and etc. All complete, in place.	120 LF	$ _____/LF	$_____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
3.	12” Gate Valve. To include installation, valve box, concrete block, wrapping and etc. All complete, in place.	16 EA	$ _____/EA	$_____
4.	6” Gate Valve. To include installation, valve box, concrete block, wrapping and etc. All complete, in place.	10 EA	$ _____/EA	$_____
5.	12” X 12” Tee, C153, Class 350. To include installation, thrust block, joint restraint device, bolts, glands, gaskets and etc. All complete, in place.	2 EA	$ _____/EA	$_____
6.	12” X 6” Tee, C153, Class 350. To include installation, thrust block, joint restraint device, bolts, glands, gaskets and etc. All complete, in place.	9 EA	$ _____/EA	$_____
7.	6” X 6” Tee, C153, Class 350. To include installation, thrust block, joint restraint device, bolts, glands, gaskets and etc. All complete, in place.	9 EA	$ _____/EA	$_____
8.	12” - 90º Elbow, C153, Class 350. To include installation, bolts, glands, gaskets, thrust block, restrained joints, and etc. All complete, in place.	3 EA	$ _____/EA	$_____
9.	12” – 45º Elbow, C153, Class 350. To include bolts, joint restraint device, and etc. All complete, in place.	30 EA	$ _____/EA	$_____
10.	12” – 22 ½º Elbow, C153, Class 350. To include installation, bolts, glands, gaskets, thrust block, restrained joints, and etc. All complete, in place.	1 EA	$ _____/EA	$_____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
11.	6” - 90º Elbow, C153, Class 350. To include installation, bolts, glands, gaskets, thrust block, restrained joints, and etc. All complete, in place.	8 EA	$ _____/EA	$_____
12.	6” – 45º Elbow, C153, Class 350. To include bolts, joint restraint device, and etc. All complete, in place.	6 EA	$ _____/EA	$_____
13.	6” – 22 ½º Elbow, C153, Class 350. To include installation, bolts, glands, gaskets, thrust block, restrained joints, and etc. All complete, in place.	2 EA	$ _____/EA	$_____
14.	12” Coupling, C152, Class 350. To include installation. All complete, in place.	2 EA	$ _____/EA	$_____
15.	6” Coupling, C152, Class 350. To include installation. All complete, in place.	16 EA	$ _____/EA	$_____
16.	5” Coupling, C152, Class 350. To include installation. All complete, in place.	2 EA	$ _____/EA	$_____
17.	4” Coupling, C152, Class 350. To include installation. All complete, in place.	2 EA	$ _____/EA	$_____
18.	Mechanical Joint Plugs at Abandoned Water Line. To include installation. All complete, in place.	5 EA	$ _____/EA	$_____
19.	12” X 8” Reducer Class 350. To include installation. All complete, in place.	1 EA	$ _____/EA	$_____
20.	12” X 5” Reducer Class 350. To include installation. All complete, in place.	1 EA	$ _____/EA	$_____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
21.	8" X 6" Reducer Class 350. To include installation. All complete, in place.	4 EA	$ _____/EA	$_____
22.	8" X 5" Reducer Class 350. To include installation. All complete, in place.	2 EA	$ _____/EA	$_____
23.	8" X 4" Reducer Class 350. To include installation. All complete, in place.	4 EA	$ _____/EA	$_____
24.	12" X 6" Hydrant Tee, C153 Class 350 (Mech. Joint x Flg.). To include bolts, glands, gaskets, wrapping thrust block, joint restraint device and etc. All complete, in place.	19 EA	$ _____/EA	$_____
25.	Fire Hydrant Assembly. To include fire hydrant, 6" gate valve & box, piping, concrete thrust block, joint restraint device, and etc. All complete, in place.	19 EA	$_____/EA	$_____
26.	Valve marker posts. Posts to be PVC, SCH. 40. To include installation and lettering. All complete, in place.	27 EA	$ _____/EA	$_____
27.	¾" Water Service Line Connection from main waterline to existing service connection line (Street Side). To include water tap at new waterline, polyethylene tubing, corporation stop, meter stop, and connection to existing meter. All complete, in place.	90 EA	$ _____/EA	$_____
28.	**Waterline Ditch and Irrigation Canal Crossing on Old Alice Road (Station 99+00 to Station 100+50).** To include piping, fittings, 24" diameter steel casing, casing spacers and end seals, water leak detection box, excavation, trench protection, etc. All complete, in place, for a lump sum amount.	LUMP SUM	LUMP SUM	$_____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
29.	**Waterline Ditch Crossing on Old Alice Road (Station 50+00 to Station 2+00).** To include piping, fittings, 24" diameter steel casing, casing spacers and end seals, water leak detection box, excavation, trench protection, etc. All complete, in place, for a lump sum amount.	LUMP SUM	LUMP SUM	$ _____
30.	**Trench Safety for Waterline Excavation over 5-Foot Depth.** To include preparation of Trench Safety Plan. All complete, in place. *(Locations may vary due to any obstacles encountered during construction.)*	LUMP SUM	LUMP SUM	$ _____
31.	Boring for waterline installation under existing asphalt pavements and concrete driveways. To include all excavation, boring, dewatering, jacking, etc. All complete, in place.	1,000 LF	$ _____/LF	$_____
32.	Repair of existing caliche driveways at trench excavation. All complete, in place.	500 SY	$ _____/SY	$_____
33.	Repair of existing asphalt pavement at trench excavation. All complete, in place.	500 SY	$ _____/SY	$_____
34.	Construction Surveying for waterline installation. All complete.	LUMP SUM	LUMP SUM	$_____
35.	**Grass Seeding of All Disturbed Areas within Right-Of-Ways and Easements.** Grass seeding to be done by hydro-mulching. Hydro mulch area to include 2" of new topsoil material. All complete, in place.	LUMP SUM	LUMP SUM	$ _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
36.	**Soil Erosion and Sediment Control.** To include the development, implementation and maintenance of a storm water pollution prevention plan (SWP3) all in accordance with State and Federal Regulations, submission of Notice of Intent (NOI) and Submission of Notice of Termination (NOT). All complete, in place.	LUMP SUM	LUMP SUM	$ _____
37.	**Project Sign.** To Include 4'x6' plywood sign, printing, painting, lettering, 4"x4" wood posts, and etc., All complete, in place.	LUMP SUM	LUMP SUM	$ _____

TOTAL BASE BID AMOUNT ***(Items 1-37)*****: $ _____**

_____

(words)

_____ **AND _____/100 DOLLARS**

2. If awarded this Contract the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and proof of insurance coverage, with the Owner for the entire work as per the Contract Documents within 5 days after notice of award. It is agreed that this proposal is subjected to the Owner's acceptance for a period of Thirty (30) days from the above date.

3. Project shall be completed by **120 days** from date of Notice to Start. No time extension will be allowed.

4. Enclosed is a Certified Check or Bidders Bond in the amount of $ _____ compliance with the specification requirements. (5% of the highest amount bid).

The above check or Bidders Bond is to become the property of the Owner in the event the Construction Contract (when offered by the Owner) and the bonds and proof of insurance coverage are not executed within the time set forth above.

5. The undersigned agrees to the following:

A. To furnish all materials as shown and specified in the plans and specifications.
B. To start work 5 days after notice of award of contract.

6. The full amount of all allowances as specified in the General Requirements, Division 1, of the specifications, in the Base Proposal price shown.

7. Receipt is acknowledged of the following addenda:

No.____ Dated_____

No.____ Dated_____

No.____ Dated_____

No.____ Dated_____

8. Bidder agrees that the Owner has the right to accept or reject any or all bids and to waive all informalities.

Respectfully submitted,

By: _____
Signature

_____
Title

_____
Business Address

_____

(Seal - if Bidder is a corporation)

Attachment B

ADDENDUM ACKNOWLEDGMENT

Receipt of the following Addenda is acknowledged (addenda number):

Respectfully Submitted:

Name:_____

Address:_____

_____

Telephone: _____

NOTE: Do not detach bid from other papers. Fill in with ink and submit complete with attached papers.

Attachment C

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, as PRINCIPAL, AND , as SURETY are held and firmly bound unto hereinafter called the OWNER Dollars, ($) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid,

dated, 202__, for.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within then (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work of supplies or both, if the latter be in excess of the former, them the above obligation shall be void and of no effect, otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this day of _____,202__, the name and corporate seal of each corporate party being here to affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

(SEAL)

(SEAL)

ATTEST:

BY:

BY:

Affix Corporate Seal

ATTEST:

BY:

BY:

Affix Corporate Seal

Countersigned

BY:

Attorney-in-Fact, State of

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, , certify that I am the , Secretary of the Corporation named as Principal in the within bond; that, who signed the said bond on behalf of the Principal was then of said corporation; that I know his signature, and his signature there to is genuine; and that said bond was duly signed, and attested to for and in behalf of said corporation by authority of this governing body.

(Corporate Seal)

Title

Power-of-Attorney for person signing for surety company must be attached to bond.

Bid Title _____ Bidders Name_____ Attachment D

VENDOR REFERENCES

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

REFERENCE ONE

Government/Company Name:_____

Address:_____

Contact Person and Title:_____

Phone:_____ e-mail address:_____

Contract Period:_____ Scope of Work_____

REFERENCE TWO

Government/Company Name:_____

Address:_____

Contact Person and Title:_____

Phone:_____ e-mail address:_____

Contract Period:_____ Scope of Work_____

REFERENCE THREE

Government/Company Name:_____

Address:_____

Contact Person and Title:_____

Phone:_____ e-mail address:_____

Contract Period:_____ Scope of Work_____

Attachment E

NON COLLUSION AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid 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 TEXAS
COUNTY OF CAMERON

BEFORE ME, the undersigned authority, A Notary Public in and for the State of Texas, on this day personally appeared
_____
who, after having first been duly sworn, upon oath did depose and say;

That the foregoing bid 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. The bidder is not a member of any trust, pool, or combination to control the price of products or services bid on, or to influence any person to bid or not to bid thereon. I further affirm that the bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. 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:
_____
_____

Email _____
Telephone number_____
Fax number_____

_____
Signature
Name:_____

Title:_____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ day of _____,
20_____.

_____
Notary Public in and for the State of Texas

THIS FORM MUST BE RETURNED WITH YOUR BID

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code δ2252.001 *et seq*., as amended, Cameron County requests Residence Certification. δ2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of δ2252.001 are stated below:

> "Nonresident bidder" refers to a person who is not a resident.
>
> "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____is a Resident
(Company Name)

Bidder of Texas as defined in Government Code δ2252.001.

☐ I certify that _____ is a Nonresident

(Company Name)

Bidder as defined in Government Code δ2252.001 and our principal place of business is

_____.

(City and State)

THIS FORM MUST BE RETURNED WITH YOUR BID

Attachment G

CONFIDENTIALITY

CAMERON COUNTY EXPRESSLY REQUESTS THAT BIDDERS / PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S / PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS / PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-BID OR PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT /PURCHASING DEPARTMENT AT ANY TIME.

FROM BID OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS SHALL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS BID.

01. Has any individual with the firm submitting this Bid response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to Bid, other than questions to the Purchasing Officer?

_____
_____
_____
_____

02. Has any individual with the firm submitting this Bid response made any contact with any other Bidder concerning this Invitation to Bid?

_____
_____
_____

_____ _____
Signature of person submitting this Bid Date

THIS FORM MUST BE RETURNED WITH YOUR BID

Attachment H

ORDER NO. 2007O2005

THE STATE OF TEXAS §
§
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES
FOR PERSONS INDEBTED TO COUNTY

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a commissioners court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

WHEREAS, the Commissioners Court of Cameron County finds it is in the best interest of Cameron County to adopt such rules;

NOW THEREFORE, BE IT ORDERED by the Commissioners Court of Cameron County, that the following rules be adopted regarding Cameron County and persons interested in doing business with Cameron County:

1. Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest bidder or successful proposer; and

2. **For purposes of this Order, a debt is past due if it is not received in the County Treasurer's Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector's Office by February 1st following the January 1st on which the ad valorem taxes are due.**

3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

ADOPTED this 13 day of March, 2007.

01. Is the person or the firm submitting this Bid current with all local and State taxes?

_____

_____ _____
Signature of person submitting this Bid Date

THIS FORM MUST BE RETURNED WITH YOUR BID

Certification

Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number:_____

Date: _____

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

THIS FORM MUST BE RETURNED WITH YOUR BID

Architects, Engineers, Construction

The applicant certifies, to the best of his or her knowledge and belief, that the information noted below for it and its principals are accurate:

a. List all previous law suits with Public entities and the results of such suits over the past 7 years.

_____

_____

_____

b. List all projects that have exceeded Budget, what % over budget and why – over the past 5 years.

_____

_____

_____

c. List all projects that have exceeded the project completion due date, how many days over and why – over the past 5 years.

_____

_____

_____

Signature: _____

Print Name: _____

Title: _____

Telephone Number:_____

Date: _____

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

THIS FORM MUST BE RETURNED WITH YOUR BID

(attach pages if necessary due to space limitations)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

OFFICE USE ONLY

Date Received

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001 (1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

2. ☐**Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3.. ☐.**Name of local government officer about whom the information in this section is being disclosed.**

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income from the vendor?

☐Yes ☐No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction ot the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐Yes ☐No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer services as an officer of director, or holds an ownership interest of one percent or more?

☐Yes ☐No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4. ☐ _____

Signature of vendor doing business with the governmental entity **Date**

Adopted 8/7/2015

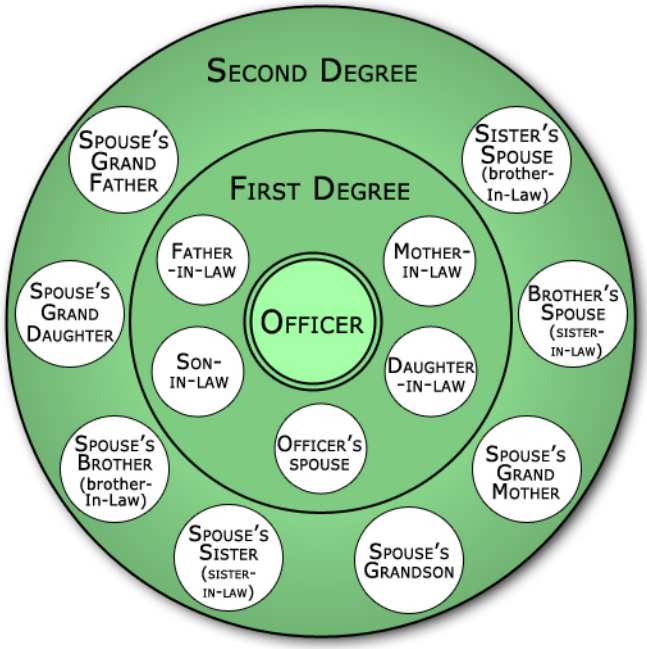
NEPOTISM CHART

AFFINITY KINSHIP

Relationship by Marriage

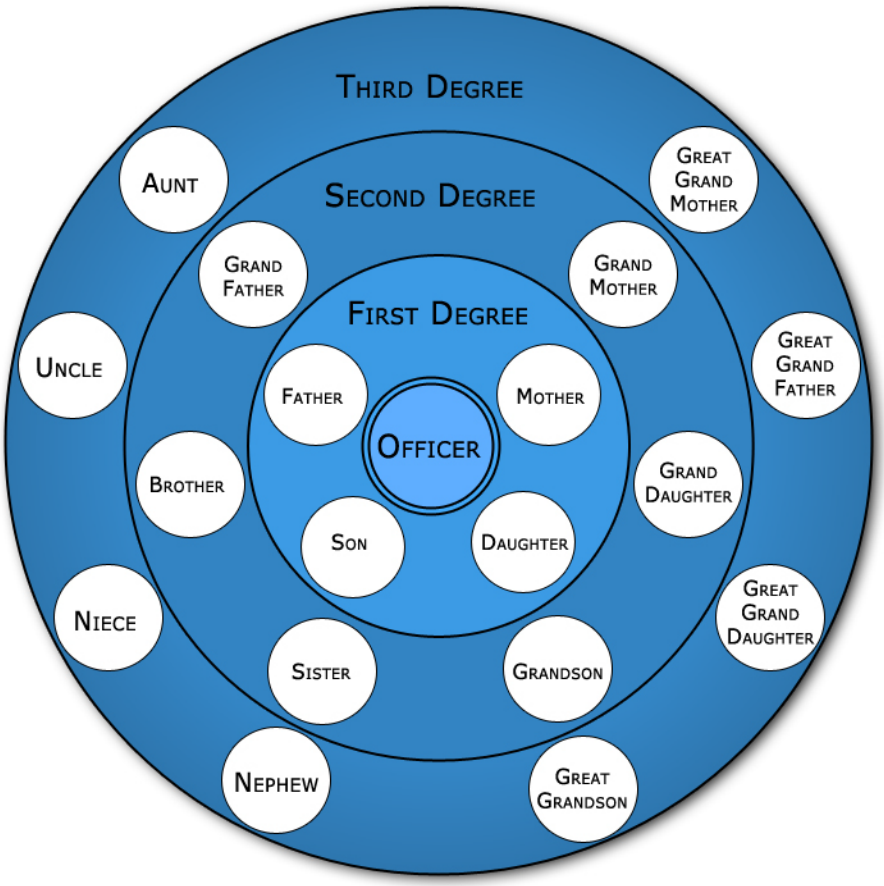
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025



CONSANGUINITY KINSHIP

Relationship by Blood



Attachment K

DISCLOSURE OF INTERESTS

MUST BE FILLED OUT AND SUBMITTED WITH THE BID
IF DISCLOSING: BIDDER MUST ALSO FILE WITH THE COUNTYCLERK'S OFFICE
THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER'S BEHALF

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with "N/A." By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government.

Date _____

FIRM NAME: _____

ADDRESS:_____

_____

FIRM is: 1. Corporation ( ) 2. Partnership ( ) 3. Sole Owner ( )
4. Association ( ) 5. Other ( )_____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee, elected official, or member of Commissioners Court" of Cameron County having any substantial Interest in Business Entity **Local Govt. Code 171.002**

DISCLOSURE OF INTERESTS (CONTINUED)

a) For purpose of this chapter, a person has a substantial interest in a business entity if :

(1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or $15,000 or more of the fair market value of the business entity; or

(2) funds received by the person from the business entity exceeds 10 percent of the person's gross income for the previous year.

b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of $2,500 or more.

c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

Name	Title	Department

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to Cameron County as changes occur.

Certifying Person: _____Title:_____
(Type or Print)

Signature of Certifying Person: _____ Date: _____

HOUSE BILL 89 VERIFICATION

I, _____,
[Person Name]

the undersigned representative of _____
[Company or Business Name]

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with Cameron County, Texas.

Signature:_____ ***Date:_____***

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*

2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

THIS FORM MUST BE RETURNED WITH YOUR BID

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Printed Name and Title of Contractor's Authorized Official

_____
Date

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: _____

Bidder (Legal Name of Firm):_____

Date Organized:_____

Address :_____

_____ :_____

Date Incorporated_____

Federal ID Number:_____

Number of Years in contracting business under present name_____

List all other names under which your business has operated in the last 10 years:

_____

_____

Work Presently Under Contract:

Contract	Amount $	Completion Date

Type of work performed by your company: _____

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

_____

_____

_____

Have you ever failed to complete any work awarded to you?☐ Yes ☐ No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract?☐ Yes ☐ No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect?☐ Yes ☐ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project Amount $ Mo/Yr Completed

_____

_____

_____

Major equipment available for this contract: _____

_____

_____

Are you in compliance with all applicable EEO requirements? ☐ Yes ☐ No
(If no, please attach summary of details on a separate sheet.))

Bank References

Address: _____ Contact Name: _____

City & State: _____Zip: _____Phone Number: _____

Credit available: $ _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☐ No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this _____ day of _____, 20____.

_____
Signature

_____
Printed Name and Title

_____
Company Name

Notary Statement:

_____, being duly sworn, says that he/she is the _____ (Position/Title) of_____ (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested County of _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this _____day of _____, 20____.

Notary Public

_____
Signature

_____
Printed Name

My Commission Expires: _____,

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 10

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

☐ Yes ☐ No

The undersigned hereby certifies that:

☐ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract.

☐ The Equal Opportunity clause is included in the Contract (if bid equals or exceeds $10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes ☐ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE DATE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any)
C/O	PROJECT NAME

1. The undersigned, having executed a contract with _____ _____ for the construction of the above-identified project, acknowledges that:

   (a) The Labor Standards provisions are included in the aforesaid contract,

   (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

   (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.

   (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. Certifies that:

   (a) The legal name and the business address of the undersigned are:

   (b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

   (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

_____
(Contractor)

Date _____

By _____

Attachment Q

(BIDDER MUST COMPLETE AND SIGN)

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

_____ (name of company) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the (County) of _____.

A. To ascertain from the County's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
E. To ensure that subcontracts (greater than $10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of_____ (name of company), we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

_____
Signature

_____
Printed Name

_____
Title

_____
Date

Attachment R

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated $ Amount Local Business

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LM/ Residents
Totals				

Attachment S

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, _____, Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate
Seal

Title: _____

* Power-of-attorney for person signing for surety company must be attached to bond.

LIST OF SUBCONTRATORS

To be submitted in a separate envelope with the Bid Proposal

Owner's Project: **WATERLINE SYSTEM IMPROVEMENTS ON OLD ALICE ROAD**

To: Cameron County

The undersigned submit the following names of subcontractors to be used in performing the Contract. Each subcontractor is required to submit a standard AIA Qualification Statement clearly indicating prior historical restoration project experience and references.

SUBCONTRACTORS

1. Site Work and Paving _____

2. Concrete _____

3. Masonry _____

4. Finish Carpentry _____

5. Plaster _____

6. Wood Flooring _____

7. Painting _____

8. Elevator _____

9. HVAC _____

10. Plumbing _____

11. Electrical _____

12. Environmental _____

13 If not on above list add additional

_____

_____

All Qualification Statements will be reviewed by the Architect, who will make appropriate recommendations to the Owner.

Attachment U

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor or Company)

(Address)

a hereinafter called Principal, and
(Corporation/Partnership)

(Name of Surety Company)
(Address)

hereinafter called Surety, are held and firmly bound unto
(Name of Recipient)

hereinafter called OWNER, in the penal sum of $dollars $ cents
in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____, 202__, a copy of which is hereto attached and made a part hereof for the construction of:

OLMITO WATER SUPPLY CORPORATION & CAMERON COUNTY
WATERLINE SYSTEM IMPROVEMENTS ON OLD ALICE ROAD
TDA TXCDBG CFC PROGRAM PROJECT NO. CFC21-0446

NOW THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same in any way accompanying the same in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

IN WITNESS WHEREOF, this instrument is executed in parts, (Number)
one of which shall be deemed an original, this the _____ day of _____, 202__.

ATTEST: (Principal)

BY:

(Principal Secretary)

(Witness as to Principal)

(Address)

ATTEST:

(Surety)

BY:

(Witness as to Surety) (Attorney in Fact)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

Attachment V

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that
(Name of Contractor or Company)

(Address)

a hereinafter called Principal, and (Corporation/Partnership)

(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto

(Name of Recipient)

hereinafter called OWNER, in the penal sum of $ dollars and cents in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THE OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____, 202__, a copy of which is hereto attached and made a part hereof for the construction of:

(Name of Recipient)

(Recipient's Address)

hereinafter called OWNER, in the penal sum of $dollars and
cents in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _____ day of _____, 202__, a copy of which is hereto attached and made a part hereof for the construction of:

OLMITO WATER SUPPLY CORPORATION & CAMERON COUNTY
WATERLINE SYSTEM IMPROVEMENTS ON OLD ALICE ROAD
TDA TXCDBG CFC PROGRAM PROJECT NO. CFC21-0446

NOW THEREFORE , if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporation furnishing materials or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the WORK to be performed or the SPECIFICATIONS accompanying the same in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the SPECIFICATIONS

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ parts,
(Number)
one of which shall be deemed an original, this the _____ day of _____, 202__.

ATTEST:
(Principal)

BY (s)
(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

ATTEST: (Surety)

BY
(Witness as to Surety) (Attorney in Fact)

(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

GENERAL TERMS & CONDITIONS (Requests for Bids (RFB))

ADDENDA: If RFB specifications, terms or conditions are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the changes and notify interested potential bidders. Bidders must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the package containing the Bidder's submittal.

ADVERTISING: Unless otherwise required by law, bidders responding to County RFBs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFB.

AWARD: Cameron County may hold RFB responses for a period of sixty (60) days. Cameron County reserves the right to reject any or all responses to RFBs. Cameron County reserves the right to award a contract, if any, based on the bidder's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFB) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one bidder. Commissioners Court reserves the right to determine the method and procedures for the final award of the bid at any time they may choose, regardless of the Point System used by the Evaluation Committee.

BONDS: If the contract that may be entered into with the County will likely require a performance guarantee or bond, the Purchasing Department will attach a separate page to the RFB explaining those requirements.

CANCELLATION AND TERMINATION: In any contract resulting from the RFB, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Bidder breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or the (2) Bidder becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Cancellation of work hereunder shall be effected by the delivery of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the County in accordance with this provision. The County shall have the right to terminate all or any part of the contract if (1) the Bidder breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Bidder becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Termination of work hereunder shall be effected by the delivery of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Bidder and the County.

CONTRACT RENEWALS: Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: Elisa.Cisneros2@co.cameron.tx.us Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340 djefferies@co.cameron.tx.us at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Bidder must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor, if possible. If Bidder fails to notify the County within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.

DISCRIMINATION: In order to encourage fair employment practices, the Bidder agrees as follows: 1.) Bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Bidder will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the Bidder to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in a whole or in part as a result thereof.

DISQUALIFICATION OF BIDDER: Upon submitting a response to this RFB, Bidder certifies that the Bidder has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, *et seq*., as amended, or the federal antitrust laws, and has not communicated directly or indirectly its RFB considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the County believes that collusion exists among the Bidders. If multiples are submitted by a Bidder and, after all responses to the RFBs are opened one or more of the responses are withdrawn the result will be that all of the responses submitted by that Bidder will be withdrawn; however, nothing herein prohibits a Bidder from submitting multiples for different products or services.

EVALUATION: All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on price, and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in the RFB response may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to Bidders and the Commissioners Court upon request. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFB requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFB). The Cameron County Purchasing Department reserves the right to contact any Bidder, at any time, to clarify, verify or request information with regard to that Bidder's response.

PROTEST PROCEDURES: Procedure - This protest procedure is available to Bidders responding to this RFB and requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFB award by the Cameron County Commissioners' Court. Debriefing questions must be submitted in writing to the Purchasing Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFBs, Bidders are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee's scores.

Protests are made: 1. To the Purchasing Department after the debriefing conference. Bidder protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Bidder has received notification from the County Purchasing Department of its decision.

Grounds for protest:

1. Errors were made in computing the score.

2. The County failed to follow procedures established in the RFB, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.

3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting Bidders shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Bidders shall, at a minimum, provide:

1. Information about the protesting Bidder; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.

2. Information about the acquisition and the acquisition method.

3. Specific and complete statement of the County's action(s) being protested. 4. Specific reference to the grounds for the protest.

4. Description of the relief or corrective action requested.

5.. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process:

1. Upon receipt of a Bidder's protest, the Purchasing Department shall postpone further steps in the acquisition process until the Bidder protest has been resolved.

2. The Department's internal protest review procedures consist of the following:

a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Bidder.

b) A written decision will be delivered to the Bidder within five business days after receipt of the protest, unless more time is needed. The protesting Bidder shall be notified if additional time is necessary.

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or

2. Find only technical or harmless errors in the agency's acquisition process, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include recommendations to a) correct its errors and reevaluate all RFBs, and/or b) reissue the Bidder solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

Protests to the Protest Committee may be made only for Protest Committee approved acquisitions, and only after review by County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest Committee within five business days after the decision of Purchasing Department in order to be considered. The Committee's decision is final, with no further administrative appeal available.

FISCAL FUNDING: A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a "fiscal funding out" clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the Bidder from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Bidder.

GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFB is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exist) which must be filled out, attached and included with the RFB response. The County may, by written notice to the Bidder, cancel this contract without liability to Bidder if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Bidder, or any agent, or representative of the Bidder, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Bidder in providing such gratuities. Consistent and continued RFB responses that end in a tie could cause rejection of any RFB response by the County and/or investigation for Anti-Trust violations. Bidder guarantees that he has not retained a person to solicit or secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Bidder for the purpose of securing business.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION: If Bidder is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your RFB response. This information will assist Cameron County in the percentage tracking of HUB utilization.

LOCAL BIDDER'S PRINCIPAL PLACE OF BUSINESS - 3% PREFERENCE: (consideration of location) This local preference consideration is allowable for Equipment and Supplies but not allowed for Services an~~d~~/or Construction related requests. The County Commissioner's Court may award to the lowest Bidder or the Bidder whose principal place of business is within Cameron County if the Commissioner's Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities for Cameron County created by the contract award, including the employment of residents of Cameron County and increased tax revenues to Cameron County. This option exists only within 3% of the lowest price. In order to provide the County Commissioners Court adequate information in considering this option, the Bidder should submit with each bid response the following information for Commissioners Court's review with all information requested complete with detailed, current and quantifiable numeric data:

1. Where is your principal place of business (Business Headquarters) City, County, State, Signature of Bidder, Title, Date? Along with this information, submit information with responses to the following questions:

a.) Why and how Bidder believes that the local Bidder offers the County additional economic development opportunities for Cameron County created by the contract award?

b.) How will award to local Bidder benefit the employment of residents of Cameron County?

c.) How many employees does Bidder employ within Cameron County and how many employees are affected financially by award/purchase?

d.) How will award to local Bidder increase~~d~~ tax revenues to Cameron County?

This information should be provided and updated with each bid response submitted to the County. If Bidder is local and within 3% of the lowest bid price, this information will be submitted to Commissioner's Court along with tabulation sheet. There has been no mandatory requirement or Policy established by Commissioners Court which requires submitting answers to these questions or attending Commissioners Court meetings for the awarding of RFBs relative to the 3% local preference, however individual Commissioners may or may not have preferences (relative to these issues) when making their decision. This paragraph will be revised upon policy change made by Commissioners Court.

INSURANCE: The Bidder shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Bidder and the interests of the County against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the County. It shall be the responsibility of the Bidder to maintain adequate insurance coverage at all times. Failure of the Bidder to maintain adequate coverage shall not relieve the Bidder of any contractual responsibility or obligation.

MAINTENANCE: Maintenance required for equipment requested in RFBs should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Cameron County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a Bidder must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation will be cause to reject any bid applying thereto.

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFBs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Bidders may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Bidders. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

PRICING: Prices for all goods and/or services shall be firm for the duration of the contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the term of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Bidder and included in the price. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

RECYCLED MATERIALS: Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

SCANNED RE-TYPED RESPONSE: If in its RFB response, Bidder either electronically scans, re-types, or in some way reproduces the County's published RFB package, then in event of any conflict between the terms and provisions of the County's published RFB specifications, or any portion thereof, and the terms and provisions of the RFB response made by Bidder, the County's RFB specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFB specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFB. Substitute items will not be accepted unless approved (in advance).

SUPPLEMENTAL MATERIALS: Bidders are responsible for including all pertinent product data in the returned RFB package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFB package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Bidder wishes to include as a condition of an RFB response, must also be in the returned in the RFB response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Bidder's entire RFB.

TITLE TRANSFER: Title and Risk of Loss of goods shall not pass to Cameron County until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the

using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFB package and/or on the Purchase Order as a "Deliver To:" with the address.

USAGE REPORTS: Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

WARRANTY PRICE: (a) The price to be paid by the County shall be that contained in Bidder's response to the RFB which Bidder warrants to be no higher than Bidder's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Bidder breaches this warranty, the prices of the items shall be reduced to the Bidder's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Bidder for breach or Bidder's actual expense.

(b) The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFB.

Bidders may not limit or exclude any implied warranties.

Bidder warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event any product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Bidder's expense. If Bidder fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Bidder's expense.

WARRANTY ITEMS/PRODUCTS: Bidder warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Bidder's expense. If Bidder fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Bidder's expense.

Bidder shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

Bidder warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFB invitation and to the sample(s) furnished by Bidder, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Items supplied under this contract shall be subject to the County's approval. Successful Bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Bidder at no expense to the County.

SAFETY WARRANTY: As noted above, Bidder warrants that the products sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, County may return the product for correction or replacement at the Bidder's expense. In the event Bidder fails to make the appropriate correction within a reasonable time, correction made by County will be at Bidder's expense.

Have you attached the required warranty information to the RFB (if applicable)? "Yes" or " No"

APPLICABLE LAW

To the extent it is applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement. Otherwise, Texas state and federal law shall apply.

ASSIGNMENT DELEGATION: No right, obligation or interest in this contract shall be assigned or delegated to another by Bidder without the written permission of the County. Any attempted assignment or delegation by Bidder shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

CONTRACT OBLIGATION: Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Bidder. Department Heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this RFB have been delivered and accepted and all contract requirements have been satisfied

ERRORS AND OMISSIONS: Errors and Omissions in the RFB or any provision herein described will not be construed as to relieve the Bidder of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract.

FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFB and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

HOLD HARMLESS AGREEMENT: The successful Bidder, shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Bidder's performance. Bidder shall procure and maintain, with respect to the subject matter of this RFB, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Bidder's liability as may arise directly or indirectly from work performed and goods or services sold and under the terms of this RFB. Certification of such coverage must be provided to the County upon request.

INFRINGEMENTS: There will be no warranty by County against infringements. As part of this contract for sales, Bidder agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. County makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall County be liable to Bidder for indemnification in the event Bidder gets sued on the grounds of infringement or the like. If Bidder is of the opinion that an infringement or the like will result, Bidder shall notify County to that effect in writing within two (2) weeks after the signing of this agreement. If County does not receive notice and is subsequently held liable for the infringement or the like, Bidder will hold County harmless. If Bidder in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that County will pay Bidder the reasonable cost of Bidder's search as to infringement. The Bidder agrees to protect the County from claims involving infringement of patents or copyrights.

INTERPRETATION PAROLE EVIDENCE: Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFB to a successful bidder, this writing is intended by the parties as a final expression of the terms of this RFB and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFB and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control, if applicable.

LATE RESPONSES: RFB responses must be received by the County before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The County is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

O.S.H.A: Bidder must meet all Federal and State OSHA requirements.

REMEDIES: The successful Bidder and County agree that both parties have all rights, duties, defenses and remedies available under law.

RIGHT TO ASSURANCE: During the RFB process and any resulting contract, whenever a Bidder or the County in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFB and any resulting contract.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

BIDDER SHALL CONFIRM ACCEPTANCE OF RFB TERMS: The Bidder shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFB.

THESE TERMS INCORPORATED: These General Terms and Conditions shall be incorporated in the response to the RFB and any resulting contract. The Bidder shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFB.

OTHER TERMS: ***The Bidder shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any***

SPECIAL INSURANCE CONDITIONS OF THE AGREEMENT

The following minimum limits of insurance coverage will be required:

CONTRACTOR shall maintain, at his sole cost, at all times while performing work hereunder, the insurance coverage set forth below with companies satisfactory to the Company with full policy limits applying but not less than as stated. A Certificate evidencing the required insurance and specifically quitting the indemnification provision set forth in this agreement shall be delivered to the Company prior to commencement of the work and shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued shall not be valid as respects the Company's interest therein until the Company has received 30 days notice in writing of such change or cancellation.

(a) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts:

Olmito Water Supply Corporation Insurance limitations and requirements are below:

Worker's Compensation Employer's Liability - $500,000
Contractor's Commercial General Liability - $2,000,000 (General Aggregate), $1,000,000 (Products, Personal and Advertisement, Personal Injury and Property Damage Per Occurrence)
Automobile Liability: $1,000,000 (Bodily Injury, Each Person) $2,000,000 (Each Accident) and $1,000,000 (Property Damage, Each Accident) $2,000,000 (Combined Single Limit Each Occurrence)

(b) Proof of Insurance: The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the County."

(c) Excess or Umbrella liability coverage in the minimum amount of $2,000,000, General Aggregate of $4,000,000.

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION:

OLMITO WATER SUPPLY CORPORATION & CAMERON COUNTY
WATERLINE SYTEM IMPROVEMENTS ON OLD ALICE ROAD
TDA TXCDBG CFC PROGRAM PROJECT NO. CFC21-0446

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement and Invitation to Bid dated .

You are hereby notified that your BID has been accepted in the amount of _____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of the Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID SECURITY. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated the day of , 202__.

OWNER: CAMERON COUNTY

BY: _____

TITLE: County Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by , this the _____ day of _____, 202__.

BY: _____

TITLE: _____

ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, _____Dylbia L. Jefferies Vega_____, the duly authorized and acting legal representative of the _____County of Cameron, Texas_____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____Dylbia L. Jefferies Vega_____

SECTION 1: B

TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CONSTRUCTION BID PACKAGE
& REQUIRED CONTRACT DOCUMENTS

Bid and Contract Documents for Construction Contracts

TABLE OF CONTENTS

- Advertisement & Invitation to Bid
- Instruction to Bidders
- Equal Opportunity Guidelines for Construction Contractors (Form 1001)
- Cameron County Executed Section 3 Plan- Included in Section 3 of this Bid Packet
- Contractor's Local Opportunity Plan
  - Proposed Contract's Breakdown
- Construction Contract
  - [HUD 4010 PDF, Included in Section 2 of this Bid Packet
- Statement of Bidder's Qualifications
- Contractor's Certification Regarding Civil Rights
- Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- Non-Collusion Affidavit of Prime Bidder
- Bonds
- Attorney Review Certification (recommended)
- Certification Regarding Lobbying

A MUST REQUIRED READING BY SERIOUS BIDDER

Cameron County highly encourages Bidders to perform a self-SAM assessment to determine if construction company and/or principals are in good standing and active registered with System for Award Management (www.SAM.gov) AND cleared (not suspended or debarred).

Cameron County, Texas will not award a Texas Community Development Block Grant to any contract that has been debarred.

Cameron County
Invitation for Sealed Bids
BID # 221101

Cameron County will receive bids for Waterline System Improvements on Old Alice Road funded in part by Texas Department of Agriculture (TDA) Texas CDBG Agreement No. CFC21-0446. Bids must be received in the County Purchasing Department no later than Tuesday, November 29, 2022 at 11:00 a.m. (as per Purchasing Dept. time clock). Bids must be addressed and sent to the Cameron County Purchasing Department at County Courthouse (Dancy Building), 1100 East Monroe Street, Suite 345, Brownsville, TX 78520. Bids will be opened in the Purchasing Department - 3rd Floor, Room # 345 at 11:01 a.m. on deadline date. Bids must include one (1) original Bid. Bid envelope must be titled / referenced: ATTN: Purchasing Dept., Sealed Bid #221101, **Project Name: OLMITO WATER SUPPLY CORP. and CAMERON COUNTY WATERLINE SYSTEM IMPROVEMENTS ON OLD ALICE ROAD**.

Bids are invited for several items and approximate quantities of work as follows:

1. 10,600 LF of New 12-inch Waterline
2. 19 New Fire Hydrants
3. 90 New Water Service Lines

Bid/Contract Documents, including Drawings and Technical Specifications are on file at CRUZ-HOGAN Consultants, Inc., 2290 W. Pike Blvd., Ste. 102, Weslaco, Texas 78596, (956) 854-4227.Copies of the Bid/Contract Documents may be obtained by depositing $200.00 with the Engineer for each set of documents obtained. This payment represents reproduction and handling costs and is non-refundable. If requested, the documents will be promptly dispatched by courier at the expense of the bidder, but no liability can be accepted for loss or late delivery. No refunds will be made.

A ***Pre-Bid Conference*** has been scheduled for Tuesday, November 22, 2022 at 10:00 a.m. at the Offices of Olmito Water Supply Corporation, 101 Clara Bennett Road, Olmito, Texas 78575. All Bidders are encouraged to attend.

A bid bond in the amount of 5% of the bid issued by an acceptable Surety shall be submitted with each bid. A certified check or bank draft payable to Cameron County or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond. Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Texas Department of Agriculture and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, or national origin. All contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project. Submission of a bid will require evidence that the respondent is registered on the System for Award Management (SAM). Cameron County reserves the right to reject any or all bids or to waive any informalities in the bidding. Bids may be held by Cameron County for a period not to exceed sixty (60) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders qualifications prior to the contract award. For additional information Contact: Orlando S. Cruz, P.E., Project Engineer at orlando@cruzhogan.net.

Cameron County is an Equal Employment Opportunity Employer
Bids are encouraged from Minority Business Employers (MBE), Women Business Employers (WBE), and Section 3 Business Concerns

(Para una explicación de este aviso en español, favor de llamar al Departamento de Desarrollo del Condado de Cameron al (956) 544-0828).

INSTRUCTION TO BIDDERS
FOR CONSTRUCTION

1. Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. Separate bid forms are provided for your use.

2. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for clarification shall be made in writing to the Grant Recipient or engineer no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than seven (7) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

If an addendum to the bid package is necessary, it must be distributed to each potential bidder. The distribution of an addendum shall be verified either by statements of receipt or registered/certified mail receipts, which shall be included in the public works construction file. The addendum shall allow adequate time for consideration in bid preparation (usually at least one week).If adequate time is not available, the bid opening date must be extended and the Grant Recipient must republish the invitation for bids containing the place, time, and date for the new bid opening. Note that any change to the original bid opening date will require republication of the invitation for bids at least once in a locally published newspaper. The republished notice will include the place, time and date for the new bid opening and must be published at least seven days prior to the new bid opening date.

3. Inspection of Site

Each bidder should visit the site of the proposed work and should become acquainted with the existing conditions and facilities, the difficulties and restrictions pertaining to the performance of the contract. The bidder should thoroughly examine and become familiar with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to failure to receive or examine any form or legal document or to visit the site or the conditions existing at the site. The City/ County will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

4. Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

5. Bids

a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.

b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.

c. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, local opportunity plan, and the statement of the bidder's qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.

d. The City / County may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.

e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Modifications Prior to Bid Opening

a. Any bidder may modify its bid by submitting a modification or supplemental bid at any time prior to the scheduled closing time for receipt of bids, provided such modification or supplemental bid is received by the locality prior to the closing time. The modification or supplemental bid should not reveal the original bid price but should provide only the addition, subtractions or other modifications to the original bid so that the final prices or terms will not be known by the locality until the sealed bid is open.

7. Bid Bond

a. A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid [for contracts greater than $100, 000,]. A certified check or bank draft payable to the locality or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

b. The bid bond or its comparable will be returned to the bidder as soon as practical after the opening of the bids.

8. Statement of Bidders Qualifications

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. The Grant Recipient shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the contract, and the bidder shall furnish the Grant Recipient all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the Grant Recipient that the bidder is qualified to carry out properly the terms of the contract.

9. Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

10. Corrections

Erasures or other corrections in the bid must be noted over the signature of the bidder.

11. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the Grant Recipient that the late arrival of the bid was solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

12. Opening of Bids

The County shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

13. Withdrawal of Bids

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating its purpose in writing to the Grant Recipient. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

14. Award of Contract/Rejection of Bids

a. The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The locality reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.

b. The Grant Recipient reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

15. Execution of Agreement/Performance and Payment Bonds

a. Performance Bonds - Requires all prime contractors which enter into a formal contract in excess of $100,000 with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to obtain a Performance Bond in the amount of the contract before commencing with work

b. Payment Bonds- Requires all prime contractors which enter into a formal contract with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to furnish to the governmental entity a payment bond in the amount of the contract. The payment bond must be filed within 30 days from the date of the Notice of Award:

- Municipalities: If the contract is in excess of $50,000, a payment bond is required.

- Counties: If the contract is in excess of $25,000, a payment bond is required.

c. The failure of the successful bidder to execute the agreement and supply the required bonds within thirty (30) days from the date of the notice of award-or within such extended period as the locality may grant, shall constitute a default and the locality may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the locality may charge against the bidder the difference between the amount

of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.

16. Wages and Salaries

Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

17. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and other civil rights requirements.

18. Certification Regarding Lobbying –

Contractors who apply or bid for an award of $100,000 or more shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer of employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a Federal contract, grant or any other award covered by 31 USC § 1352.

A1001

Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**
   For contracts over $ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."

2. **Are construction contractors required to ensure a legal working environment for all employees?**
   Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.

3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**
   No, two or more women should be assigned to each site when possible.

4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**
   Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.

5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**
   Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.

6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**
   If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to TDA.

7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**
   Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.

8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**
   Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.

9. **Are any in-service training programs provided for staff to update the EEO policy?**
   At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time,

location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. **What recruitment efforts are made for Section 3 residents, minorities and women?**
    The construction contractor must notify both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

11. **Are any measures taken to encourage promotions for minorities and women?**
    Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

12. **What efforts are taken to insure that personnel policies are in accordance with the EEO policy?**
    Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.

13. **Can women be excluded from utilizing any facilities available to men?**
    No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.

14. **What efforts should be utilized to include minority and female contractors and suppliers?**
    Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.

15. **If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?**
    No, the construction contractor is responsible for its own compliance.

16. **Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**
    No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

17. **What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**
    The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

SAMPLE CONSTRUCTION CONTRACT

THIS AGREEMENT made this the _____ day of _____, _____, by and between _____ (*a corporation organized and existing under the laws of the State of* _____) (*a partnership consisting of* _____) (*an individual trading as* _____) *[Note 1]* hereinafter called the "*Contractor*", and _____ hereinafter called the "*County*."

WITNESSETH, that the Contractor and the County for the considerations stated herein mutually agree as follows:

ARTICLE 1.Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely, _____ *[Note 2]*for the _____ Texas Community Development Block Grant (TxCDBG) project, all in strict accordance with the contract documents including all addenda thereto, numbered _____, dated _____ and _____, all as prepared by _____ acting and in these contract documents preparation, referred to as the "*Engineer*".

Special Notes:
Note 1. Strike out the terms not applicable.
Note 2. Identify the principal items of Contract such as grading, paving, water mains, sewer lines, treatment facilities, etc.

ARTICLE 2. The Contract Price. The County will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in_____ hereof.

Alternate Pricing Techniques: In the event the statutory provisions require the contract price to be a fixed sum, in the absence of an approved form, the following should be substituted for Article 2 above.

"**ARTICLE 2**. **The Contract Price.** The County will pay the Contractor for the performance of the Contract, in current funds, subject to additions and deductions as provided in Section 109 hereof, the sum of _____ Dollars ($_____)."

ARTICLE 3. The Contract. The executed contract documents shall consist of the following components:

a. This Agreement (pgs. 1-3)
b. Addenda
c. Invitation for Bids
d. Instructions to Bidders
e. Signed Copy of Bid
f. General Conditions, Part I
g. Special Conditions
h. Technical Specifications
i. Drawings (*as listed in the Schedule of Drawings*)
j. [Add any applicable documents]

ARTICLE 4. Performance. Work, in accordance with the Contract dated _____, _____, shall commence on or before _____, _____, and Contractor shall complete the WORK within

_____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, _____.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in *triplicate* (Note 3) original copies on the day and year first above written. (Note 3)

_____
(The Contractor)

By_____ *[Note 4]*

Title_____

_____
(County)

By_____

_____

Title_____

Special Notes:
Note 3. The number of copies to be executed by the parties should be stated in the agreement in the space provided. Such additional signed copies shall be prepared as may be required by the surety companies and others.
Note 4. Supply a description of the Contractor (e.g., proprietorship, partnership, and corporation).

Corporate Certifications

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal

_____
(Corporate Secretary)

SECTION 2

GENERAL CONDITIONS/ BID PROPOSAL DOCUMENTS

GENERAL CONDITIONS - PART I
FOR CONSTRUCTION

1. Contract and Contract Documents

(a) The project to be constructed pursuant to this contract will be financed with assistance from the Texas Department of Agriculture - Office of Rural Affairs through a Community Development Block Grant (TxCDBG) and is subject to all applicable Federal and State laws and regulations.

(b) The Plans, Specifications and Addenda shall form part of this contract and the provisions thereof shall be binding upon the parties as if they were herein fully set forth.

2. Definitions

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms here in defined:

(a) The term "Contract" means the Contract executed between **CAMERON COUNTY**, hereinafter called the "County" and (Name of Construction Co.), hereinafter called "Contractor", of which these GENERAL CONDITIONS, form a part.

(b) The term "Project Area" means the area within the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.

(c) The term "Engineer" means **CRUZ-HOGAN CONSULTANTS, INC.**, Engineer in charge, serving the County with architectural or engineering services, his successor, or any other person or persons, employed by the County for the purpose of directing or having in charge the work embraced in this Contract.

(d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3. Supervision by Contractor

(a) Except where the Contractor is an individual and personally supervises the work, the Contractor shall provide a competent superintendent, satisfactory to the Engineer, on the work at all times during working hours with full authority to act as Contractor's agent. The Contractor shall also provide adequate staff for the proper coordination and expediting of his work.

(b) The Contractor shall be responsible for all work executed under the Contract. Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. Subcontracts

(a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor is eligible to participate in federally funded contracts.

(b) No proposed subcontractor shall be disapproved by the County except for cause.

(c) The Contractor shall be as fully responsible to the County for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.

(d) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the County.

5. Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

6. Payments to Contractor

(a) Partial Payments

1) The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.

2) Monthly or partial payments made by the County to the Contractor are advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the County. Such payments shall not constitute a waiver of the right of the County to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the County in all details.

(b) Final Payment

1) After final inspection and the acceptance by the County of all work under the Contract, the Contractor shall prepare the requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.

2) Before paying the final estimate, County shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor. The County may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

3) Any amount due the County under Liquidated Damages shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the County shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors.

(d) Withholding Payments

The County may withhold any payment due the Contractor as deemed necessary to protect the County, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the County and will not require the County to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any moneys for their protection unless the County elects to do so. The failure or refusal of the County to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

(a) The County may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by TxCDBG prior to execution of same.

(b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the County authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

(c) If applicable unit prices are contained in the Contract, the County may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).

(d) Each change order shall include in its final form:

1) A detailed description of the change in the work.

2) The Contractor's proposal (if any) or a confirmed copy thereof.

3) A definite statement as to the resulting change in the contract price and/or time.

4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Claims for Extra Cost

(a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the County, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

(b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the

original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

(c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the County and work shall not proceed except at the Contractor's risk, until written instructions have been received from the County.

(d) If, on the basis of the available evidence, the County determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9. Termination, Delays, and Liquidated Damages

(a) Right of the County to Terminate Contract for Convenience

County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

(b) Right of the County to Terminate Contract for Cause

In the event that any of the provisions of this contract are violated by the Contractor, or by any subcontractors, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the County for any excess cost incurred. In such event the County may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

(c) Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of $1,000 for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

(d) Excusable Delays.

1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;

3) Any acts of the County;

4) Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

5) Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10. Assignment or Novation

The Contractor shall not assign nor transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the County. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, Contractors, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the County for review. Contractor shall be liable for any issues or expenses in the event the discrepancy is not submitted to the County.

12. Shop Drawings

(a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in 3 hard copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at Contractor’s own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

(b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract

price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.

(c) If a shop drawing is in accordance with the contract or involves only minor adjustment in the interest of the County not involving a change in contract price or time, the engineer may approve the drawing. The approval shall not relieve the Contractor from responsibility to adhere to the contract or for any error in the drawing.

13. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the County for any additional information which should be furnished by the County under the terms of this Contract, and which is required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

14. Materials and Workmanship

(a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

(b) The Contractor shall furnish to the County for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.

(c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

(d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.

(e) The County may require the Contractor to dismiss from the work such employee or employees as the County or the Engineer may deem unqualified.

15. Samples, Certificates and Tests

(a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

(b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor

shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

(c) Approval of any materials shall be general only and shall not constitute a waiver of the County's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

(d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;

2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;

3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
4) The County will pay all other expenses.

16. Permits and Codes

(a) The Contractor shall give all notices required by and comply with all applicable federal and state laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the County. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the County will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

(b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the County.

(c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

(d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.

(e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.

(f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the County, shall moisten the surrounding area to prevent a dusty condition.

17. Care of Work

(a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

(b) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the County is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of County.

(c) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.

(d) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the County from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the County may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

18. Accident Prevention

(a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Department of Labor.

(b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

(c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the County with reports concerning these matters.

(d) The Contractor shall indemnify and hold harmless the County from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.

(e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.

(f) The contractor shall at all time conduct work in such a manner as to ensure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the County, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the County at the expense of the Contractor.

19. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for laborers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

20. Use of Premises

(a) The Contractor shall confine equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the County, and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.

(b) The Contractor shall comply with all reasonable instructions of the County and all existing federal, state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

21. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

22. Inspection

(a) All materials and workmanship shall be subject to inspection, examination, or test by the County and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The County shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the County may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the County.

(b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the County will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.

(c) The Contractor shall notify the County sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the County, the Contractor shall uncover for inspection and recover such facilities at Contractor's expense, when so requested by the County.

(d) Should it be considered necessary or advisable by the County at any time before final acceptance of the entire work to make an examination of work already completed, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be reimbursable and if completion of the work of the entire Contract has been delayed, a suitable extension of time will be approved.

(e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards to: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

(f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the County or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

23. Review by County

The County and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the County through its authorized representatives or agents.

24. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the County in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The County will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

25. Deduction for Uncorrected Work

If the County deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the County and subject to settlement, in case of dispute, as herein provided.

26. Insurance

The Contractor shall not commence work under this contract until all required insurance under this paragraph has been secured and approved by the County.

(a) Worker’s Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

(b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts:

Olmito Water Supply Corporation Insurance limitations and requirements are below:
Worker’s Compensation Employer’s Liability - $500,000
Contractor’s Commercial General Liability - $2,000,000 (General Aggregate), $1,000,000 (Products, Personal and Advertisement, Personal Injury and Property Damage Per Occurrence)
Automobile Liability: $1,000,000 (Bodily Injury, Each Person) $2,000,000 (Each Accident) and $1,000,000 (Property Damage, Each Accident) $2,000,000 (Combined Single Limit Each Occurrence)

(c) Proof of Insurance: The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the County."

(d) Excess or Umbrella liability coverage in the minimum amount of $2,000,000, General Aggregate of $4,000,000.

All policies shall name Cameron County, Olmito Water Supply Corporation, Cruz-Hogan Consultants, Inc., its insurers, parents, entities, subsidiaries, affiliates, directors, officers, employees, representatives and agents (collectively, the "Insured Parties") as additional insured parties. The parties agree that the insurance policies set forth are primary to any other coverage or insurance available to the Insured Parties and shall be issued by insurers acceptable to Cameron County and authorized to do business in the state where the Work is to be provided. Prior to the execution of the Contract Documents, Contractor shall provide certificates of insurance to Cameron County, Olmito Water Supply Corporation, and Cruz-Hogan Consultants, Inc., reflecting such coverage. Contractor shall also require all Subcontractors to maintain the same level of insurance coverage as required of Contractor hereunder (provided, however, that Subcontractors shall be permitted to maintain excess liability coverage in an amount not less than $1,000,000) and to name the Insured Parties as additional insured parties on all such Subcontractor policies. Upon request of Cameron County, Olmito Water Supply Corporation, and Cruz-Hogan Consultants, Inc., Contractor shall provide Engineer and Contract Officer with evidence of any Subcontractor's insurance coverage.

27. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same, together with all improvements and appurtenances constructed or placed by Contractor, to the County free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

28. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the County or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work.

29. Job Offices

(a) The Contractor and its subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The County shall be consulted with regard to locations.
(b) Upon completion of the improvements, or as directed by the County, the Contractor shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

30. Partial Use of Site Improvements

The County may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

(a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

(b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

31. Local Program Liaison

For purposes of this Agreement, the [*County Project Manager – ED & CA Dept.*_] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

32. Access to Information

(a) The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's/County's TxCDBG contract with TDA.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

33. Records Retention

(a) The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

34. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

35. Compliance with Davis-Bacon Act

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is included in **Section 2** and herein incorporated by reference), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the County for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled. The County must report all suspected or reported violations to TDA.

36. Conflicts of interest.

(a) Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City / County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Firm shall take appropriate steps to assure compliance.

(b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.

(c) The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the County or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

37. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any

tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

38. [For Contracts that exceed $100,000] Anti-Lobbying

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

39. [For Contracts > $100K] Overtime Requirements

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.

40. [For Contracts > $150K] Clean Air Act and the Federal Water Pollution Control Act

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

41.Equal Opportunity Clause[applicable to contracts and subcontracts over $10,000].

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

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

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

(c.)The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

(e.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

(g.) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

42. Section 109 of the Housing and Community Development Act of 1974.

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

43. Section 504 Rehabilitation Act of 1973, as amended.

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

44. Age Discrimination Act of 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

45. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

(a) The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

(c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

(d) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.

(f) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

46. Contract Documents and Drawings

The County will furnish the Contractor without charge three (3)copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

47. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the County in the Notice to Proceed, and shall be fully completed within **120 calendar days** thereafter.

48. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the County the sum of One Thousand Dollars ($1,000.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

49. Gender Neutral - Gender References

When necessary, unless the context clearly requires otherwise, any gender-specific or gender-neutral term in this Contract (for example, he, she, it, etc.) is to be read as referring to any other gender or to no gender.

BIDDER (SERIOUS CONTRACTOR) IS REQUIRED READ AND ADHERE TO THE FEDERAL LABOR STANDARDS PROVISION AND CONDITIONS OF HUD 4010

[HUD 4010 Language into Contract Found in Section 2]

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at **https://www.dol.gov/agencies/whd/forms** or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

(6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

(7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of Eligibility.**

(i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

(11) **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of **$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

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

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

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

WAGE RATES

"General Decision Number: TX20220003 02/25/2022

Superseded General Decision Number: TX20210003

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number Publication Date

```
         0              01/07/2022
         1              02/25/2022

*  SUTX2011-003 08/02/2011

                                  Rates          Fringes

CEMENT MASON/CONCRETE
FINISHER (Paving & Structures)...$ 12.46 **

FORM BUILDER/FORM SETTER
(Structures).....................$ 12.30 **

FORM SETTER (Paving & Curb)......$ 12.16 **

LABORER
     Asphalt Raker...............$ 10.61 **
     Flagger.....................$  9.10 **
     Laborer, Common.............$  9.86 **
     Laborer, Utility............$ 11.53 **
     Pipelayer...................$ 11.87 **
     Work Zone Barricade
     Servicer....................$ 12.88 **

POWER EQUIPMENT OPERATOR:
     Asphalt Distributor.........$ 13.48 **
     Asphalt Paving Machine......$ 12.25 **
     Broom or Sweeper............$ 10.33 **
     Crane, Lattice Boom 80
     Tons or Less................$ 14.39 **
     Crawler Tractor.............$ 16.63
     Excavator, 50,000 lbs or
     less........................$ 12.56 **
     Excavator, over 50,000 lbs..$ 15.23
     Foundation Drill, Truck
     Mounted.....................$ 16.86
     Front End Loader Operator,
     Over 3 CY...................$ 13.69 **
     Front End Loader, 3 CY or
     less........................$ 13.49 **
     Loader/Backhoe..............$ 12.77 **
     Mechanic....................$ 15.47
     Milling Machine.............$ 14.64 **
     Motor Grader Operator,
     Rough.......................$ 14.62 **
     Motor Grader, Fine Grade....$ 16.52
     Scraper.....................$ 11.07 **

Servicer........................$ 12.34 **

Steel Worker (Reinforcing).......$ 14.07 **

TRUCK DRIVER
     Lowboy-Float................$ 13.63 **
     Single Axle.................$ 10.82 **
     Single or Tandem Axle Dump..$ 14.53 **
     Tandem Axle Tractor with
     Semi Trailer................$ 12.12 **

WELDER..........................$ 14.02 **
-----------------------------------------------------------------
```

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($15.00) or 13658 ($11.25). Please see the Note at the top of the wage determination for more information.

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described

in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISIO"

SECTION 3

CIVIL RIGHTS-EEO-SECTION 3 FORMS

CAMERON COUNTY
COMMISSIONERS COURT

APPROVED

- REQUIRED "SECTION 3 PLAN" BID FORMS

EXHIBITS A-E, G & N

EXHIBIT A

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

Name of Business :_____

Address of Business: _____

Type of Trade/Profession Established for: _____

Type of Business: ☐Corporation ☐Partnership ☐Sole Proprietorship ☐Joint Venture

Please select the statement below (1, 2, and or 3) that best describes your business.

☐1. **51% (or more) of your business is owned by a Section 3 Resident(s).** A Section 3 Resident is a public housing resident or an individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended *and* who is considered to be a low-to very low-income person.

And provide:

☐ List if current ownership and percentage of ownership along with contact information

☐ Any of the following documents, if available:

☐ Copy of Article of Incorporation ☐Certified of Good Standing
☐Assumed Business Name Certificate ☐Partnership Agreement
☐List of Business Name Certificate and % ownerships of each appointed officers
☐Corporation Annual Report
☐Latest Board minutes appointing officers ☐Organization chart with names and titles
☐Additional documentation and brief function statement

☐2. **At least 30% of your business workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of the date of first employment with your business.**

☐List the number of full- time employees, and provide one or a combination of the following regarding your employees:

☐List of employees claiming Section 3 status with 3 years from date of employment
☐other evidence of Section 3 status less than 3 years from date of employment
☐ Exhibit K or L completed for each employee with 3 years from date of employment
☐PHA/IHA Residential lease less than 3 years from day of employment

☐3. **At least 25% of your total dollar award will be contracted to qualified Section 3 businesses:**
Provide:

☐A list of previously contracted Section 3 business (es) and subcontracted amount and
☐Agree to provide a list of subcontracted Section 3 business (es) and subcontract amount when submitting bids for any HUD funded projects to meet this requirement.

_____ _____
Company Authorizing Name, Title and Signature Date
(e.g. President or Owner)

Witnessed by (other company official e.g. Secretary): _____

Cameron County Staff Signature :_____

Certified Date:_____

THIS FORM MUST BE RETURNED WITH YOUR BID

EXHIBIT B

ASSURANCE OF COMPLIANCE (Section 3, HUD ACT of 1968) TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS

A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing Section 3 business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.38 of the regulation in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR 135.38 (f).

BIDDERS NAME: _____

SIGNATURE: _____

ADDRESS: _____

DATE: _____

THIS FORM MUST BE RETURNED WITH YOUR BID

EXHIBIT C

CONTRACTOR/SUBCONTRACTOR CERTIFICATION REGARDING SECTION 3 AND SEGREGATED FACILITIES

_____

COMPANY'S NAME

NCRWSC WATER WELL PROJECT

_____

PROJECT NAME

The undersigned hereby certifies that:

(a) Section 3 provisions are included in the Contract.
(b) The above stated company is a signatory to the developer's Section 3 Plan.
(c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

_____

NAME AND TITLE OF SIGNER (PRINT OR TYPE)

_____ _____

SIGNATURE **DATE**

THIS FORM MUST BE RETURNED WITH YOUR BID

EXHIBIT D
CONTRACTOR'S SECTION 3 PLAN

Contractor agrees to implement the specific following affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Cameron County.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the city/county/MSA, the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. To insert this Section 3 plan in all bid documents and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

E. To insure that subcontractors adhere to the Section 3 provisions that are applicable to the Contractor.

F. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

G. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

H. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

I. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to Section 3 objectives.

J. To maintain records of all projected workforce needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets Section 3 objectives.

As officers and representatives of _____(Company),

We the undersigned have read and fully agree to the Section 3 Affirmative Action Plan, and become a party to the full implementation of the program and its provisions.

_____	_____
Signature	Signature
_____	_____
Title Date	Title Date

THIS FORM MUST BE RETURNED WITH YOUR BID

EXHIBIT E
Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly person who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any a notice advising the labor organization or workers' representative of the contractor's commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act. (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be give to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

EXHIBIT F
POSTED NOTICE TO PROJECT RESIDENTS

The NRWSC Water Well Project is being partially funded by the U.S. Department of Housing and Urban Development as a Section 3 Plan and is intended to inform the public, in particular project residents, of the economic opportunities (jobs) created through the use of the federal award.

Contractor/subcontractor intends to hire for the following positions:

Number of Jobs	Title	Description of Qualifications/Licensure /Certification

Section 3 preferences:

1. Persons residing in the project area and who are of low- to very-low- income
2. Participants in HUD Youthbuild
3. Homeless Persons
4. Residents of the local Public Housing Authority
5. Residents of the local Section 8 Housing Assistance Program units

For more information including job applications, apprenticeships, training positions, and qualifications, contact:

Name of Contractor: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Phone: _____

Estimated construction start date: _____

EXHIBIT G
ESTIMATED WORKFORCE BREAKDOWN
NAME OF BUSINESS/CONTRACTOR/SUBCONTRACTOR _____

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
JOB CATEGORY	SPECIFIC JOB TITLE	TOTAL ESTIMATE POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS/LOW INCOME PERSONS *
OFFICERS SUPERVISORS					
PROFESSIONALS					
TECHNICIANS					
HOUSING SALES/RENTAL MANAGEMENT					
OFFICE CLERICAL					
SERVICE WORKERS					
OTHERS					
TRADE:		Plumbing/Electrical/HVAC/Construction/Other:			
JOURNEYMEN					
COMMON LABORERS					
APPRENTICES					
MAXIMUM NO. OF TRAINEES					
TRADE:		Plumbing/Electrical/HVAC/Construction/Other:			
JOURNEYMEN					
COMMON LABORERS					
APPRENTICES					
MAXIMUM NO. OF TRAINEES					
TRADE:		Plumbing/Electrical/HVAC/Construction/Other:			
JOURNEYMEN					
COMMON LABORERS					
APPRENTICES					
MAXIMUM NO. OF TRAINEES					
TRADE:		Plumbing/Electrical/HVAC/Construction/Other:			
JOURNEYMEN					
COMMON LABORERS					
APPRENTICES					
MAXIMUM NO. OF TRAINEES					

*A Section 3 Resident is 1) a public housing resident; or 2) a low or very low income person residing in the metropolitan area or non-metropolitan county where the project is located.

FOR ALL NEW HIRES MUST COMPLETE AN INCOME DOCUMENTATION CERTIFICATION—SEE EXHIBITS K AND L.

For all new hires, employer/contractor must contact their respective Texas Workforce Solutions Board and access the Work-In-Texas Site and verify that it was done.

(https://wit.twc.state.tx.us/WORKINTEXAS/wtx?pageid=APP_HOME&cookiecheckflag=1)

Signature: _____ Date: _____

THIS FORM MUST BE RETURNED WITH YOUR BID

Exhibit H
WORKFORCE CENTER INFORMATION

Workforce Solutions Cameron and Willacy
Pat Hobbs – Executive Director

Brownsville Office
Lori Villarreal – Center Manager
851 Old Alice Road
Brownsville, TX 78520
Tel: (956)546-3141
Fax: (956) 544-6003

Harlingen Office
Belinda Olivarez – Center Manager
601 E. Harrison Street
Harlingen, TX 78550
Tel: (956)423-9266
Fax: (956) 423-3770

Satellite Office (Limited Services)
Lori Villarreal – Center Manager
5636 Southmost Road
Brownsville, TX 78550
Tel: (956) 621-3480
Fax: (956)621-3483

Willacy County
Brenda Guerrero – Center Supervisor
700 FM 3168 Ste. 3
Tel: (956) 689-3412
Fax: (956) 690-0285
Raymondville, TX 78580

*****Centers are open Monday through Friday from 8:00 a.m. to 5:00 p.m., except on federal holidays. *****

EXHIBIT I
SECTION 3 MONTHLY COMPLIANCE FORM

Contractor and all subcontractor(s) must sign, date and deliver this form monthly to:

Cameron County Program Development & Management Department
1100 E. Monroe Room 105
Brownsville, Texas 78520

Or

CONTRACTOR (present firm(s) you have subcontracted with under this Section 3 Covered Project).

Name of Firm: _____

Project Name:_____ Project Location: _____

For the Month of:_____

I. Hiring /Select one:

___ I have not hired any new employees during the month specified.

___ I have hired ___ Section 3 employees, and/or _____ non-Section 3 employees during the month.

II. Recruitment

I have taken one or more of the following recruitment steps to hire a Section 3 resident with the highest training and employment priority ranking: (check all that apply)

___ I have made Texas Workforce Solutions Center, and/or WorkInTexas.com the initial contact for all new hires.

___ I have advertised to fill vacancy(ies) at the site(s), where work is taking place, in connection with this project. Below, I have checked the steps I have taken to find Section 3 low-income residents, from the targeted groups and neighborhoods, to fill any vacancies.

___ Placed signs or posters in prominent places at project site(s).

___ Taken photographs of the above item to document that the above step was carried out.

___ Distributed employment flyers to the administrative office of the local Public Housing Authority.

___Contacted Cameron County employment referrals or Youthbuild Program referrals.

___Kept a log of all applicants and indicated the reasons why Section 3 residents who applied were not hired.

___ Retained copies of any employment applications completed by Public Housing Authority, Section 8 certificate or voucher holders or other Section 3 residents.

___Sent a notice about Section 3 training and employment requirements and opportunities to labor organizations or to worker representatives with whom our firm has a collective bargaining or other agreement.

III. Verification

___ I have attached proof of all checked items.

I hereby certify that the above information is a true and correct.

_____ _____ _____
Signature Title Date

Business Name: _____

EXHIBIT J

MONTHLY EMPLOYMENT UTILIZATION REPORT

TO: CAMERON COUNTY-PD&M DEPT. 1100 E. Monroe St. Brownsville, Tx. FROM:_____
(Contractor)

ADDRESS OF CONTRACTOR

_____
Street

_____
City, State

CONTRACTOR'S PHONE NUMBER:
(_____)_____

NAME OF PROJECT:_____

Bid No.:_____

GRANT NUMBER:

_____

REPORTING PERIOD: _____

PERCENTAGE OF PROJECT COMPLETION:_____

CLASSIFICATION	WORK HOURS OF EMPLOYMENT ON THIS PROJECT								
	TOTAL	BLACK	WHITE	ASIAN OR PACIFIC ISLANDER	HISPANIC	FEMALE	DISABLED	VETERAN	SECTION 3 RESIDENT
OFFICERS SUPERVISORS									
PROFESSIONALS									
TECHNICIANS									
HOUSING SALES/RENTAL MANAGEMENT									
OFFICE CLERICAL									
SERVICE WORKERS									
JOURNEYMEN									
COMMON LABORERS									
APPRENTICES									
TRAINEES									
TOTAL	0	0	0	0	0	0	0	0	0

% OF MINORITY EMPLOYEES	0	#DIV/0!
% FEMALE EMPLOYEES		#DIV/0!
% LOW INCOME/SECTION 3 EMPLOYEES		#DIV/0!
% HANDICAPPED EMPLOYEES		#DIV/0!

_____ _____
SIGNATURE TITLE OF COMPANY OFFICIAL COMPLETING REPORT

_____
DATE SIGNED

****This form must be completed monthly by the General Contractor for all workers****

EXHIBIT K
SECTION 3 EMPLOYEE DATA & CERTIFICATION

The U.S. Department of Housing and Urban Development (HUD) requires that the Cameron County document the income of newly hired persons working on federally-funded construction projects. This form may also be utilized as supportive documentation for Exhibit A (#2) and is intended to comply with HUD Community Development Block Grant requirements.

Section I

Applicant's Name:_____ Job Title:_____

Address:_____ Phone:_____

What is your race? (Circle one)

WHITE

BLACK/AFRICAN AMERICAN

ASIAN

AMERICAN INDIAN/ALASKAN NATIVE

NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER

ASIAN & WHITE

BLACK & WHITE

AM. INDIAN/ALASKAN NATIVE & BLACK

OTHER MULTIRACIAL

Is your family of Hispanic origin? (Circle one) **YES** **NO**

Do you currently reside in Public Housing? If yes, you do not need to fill out the rest of this form.
(Circle one) **YES** **NO**

Have you been unemployed in the last 3 years? If yes, you do not need to fill out the rest of this form.
(Circle one)**YES** **NO**

Section II

At the time of hire by your current employer were you low income/unemployed/ or a Section 3 resident within 3 years of the date of first employment? (Circle One) **YES** **NO**

How many people are in your family? (Circle one) **1 2 3 4 5 6 7 8+**

What is your family's gross annual income (before taxes)? _____

I certify that all of the above information is true and correct to the best of my knowledge.

_____ _____
Employee's Signature Date

EXHIBIT L
SECTION 3 EMPLOYEE DATA& CERTIFICATION

El Departamento de Vivienda y Desarrollo Urbano (HUD) requiere que el Condado de Cameron obtenga documentos de ingresos delas personas nuevamente empleadas que trabajan en los proyectos que reciben beneficios de programas federales. Esta formulario se puede utilizar como documentacion de apoyo para el Anexo A (#2) pero tabmbien es requerida para cumplir con los requisitos de Subvención de Bloque de Desarrollo de Comunidad de HUD.

Seccion I

Nombre del Participante:_____ Titulo de Trabajo:_____

Direccion:_____ Telefono:_____

¿Cuál es su raza? (Circule uno)

AMERICANO

NEGRO/ AMERICANO AFRICANO

ASIÁTICO

INDIO AMERICANO/NATURAL DE ALASKA

NATURAL DE HAWAII/ EL OTRO ISLEÑO PACÍFICO

ASIÁTICO & AMERICANO

AMERICANO AFRICANO & AMERICANO

INDIA AMERICANO/NATURAL DE ALASKA & AMERICANO AFRICANO

EL OTRO MULTI-RACIAL

¿Está su familia de origen hispánico?(Circule uno) **Sí** **No**

¿ En la actualidad reside en una vivienda publica ? Si su respuesta es si, no tiene que terminar este formulario. (Circule uno) **Sí** **No**

¿ Ha estado desempleado en los ultimos tes años ? Si su respuesta es si, no tiene que terminar este formulario. (Circule uno) **Sí** **No**

Seccion II

Al momento de ser contratado por su empleador actual, ¿era usted una persona de bajos ingresos / desempleado / o un residente de la Sección 3 en los 3 años siguientes a la fecha de su primer empleo?(Circule uno) **Sí** **No**

¿Cuantos personas en su Familia ? (Circule uno) **1 2 3 4 5 6 7 8+**

¿Cuál es dinero anual gruesa de su familia (antes de impuestos)?_____

Certifico que toda la información ante dicha está verdad y correcta al mejor de mi conocimiento.

_____ _____
Firma del Empleado Fecha

EXHIBIT M

Contractor Performance Evaluation Form for Reconstruction/ Rehabilitation Assignments

Contractor Name:
Date: Evaluated by:

The following evaluation is for the period of _____. Contractor performance for the criteria identified below is based on a scale of 1 – 4, four (4) being the highest performance score. Preference in assignments will be given to contractor(s) with the highest total performance score.

1 – Unacceptable **2** – Needs Improvement **3** – Meets Expectation **4** – Exceeds Expectation

Performance Criteria	Score	Supporting Documentation/Observations
Section 3 Compliance **1** - No history with Section 3 hiring. **2** - Full compliance with Section 3 Plans without hiring. **3** - Meeting the targeted Section 3 goals **4** - Exceeding the targeted Section 3 goals, and/ or verification that 30% of hours worked by Section 3 residents, as highest priority award assuming all other performance is adequate.		•
Workmanship/Final Inspection **2** – Passes final inspection, with re-inspection. **4** – Passes final inspection, with no re-inspection needed.		•
Construction Build Time (days) **1** - >90 **2** – 61 – 90 **3** – 36 – 60 **4** - <36 days		•
Customer Service for Contractor Performance Survey **1** – Average Contractor Performance Survey score is less than 2. **2** – Average Contractor Performance Survey score is 2 and 2.9. **3** – Average Contractor Performance Survey score is between 3 and 4. **4** – Average Contractor Performance Survey score is greater than 4.		•
Project Management (1 – 4 points) - Removes all construction debris from the site; leaves home move-in ready - Safe and secure worksite - Appropriate signage and notifications are posted at worksite - Timely submittal of all required documentation including inspection and draw requests		•
Bonus point for Certified Section 3 Business (1 point max)		
Total Performance Score		

Completed by Section 3 Coordinator: _____ Date: _____

Exhibit M#2
HOUSING ASSISTANCE
Contractor Performance Survey

Contractor Name:
Date: Evaluated by:

Please take a moment to answer our quick survey and evaluate your Contractor's performance for the criteria identified below. Circle a score of 1 – 4, four (4) being the highest score.

The completed home met your expectations as discussed with you prior to beginning the project.	1	2	3	4
The people you worked with were polite and knowledgeable.	1	2	3	4
You were kept informed of progress toward completing your home.	1	2	3	4
The contractor was responsive to your needs.	1	2	3	4
The jobsite was organized and clean.	1	2	3	4
Your new home was move-in ready when you were given keys.	1	2	3	4
Rate the overall performance of your contractor.	1	2	3	4

Total Score _____

Were all concerns regarding the construction of your home resolved? If not, please tell us what was not corrected. **Be as specific as possible.**

_____

_____

_____

_____

Signature of Homeowner: _____ **Date:** _____

For Office Use

Method survey received		Mail	Phone	Web
Based on homeowner response, is further action required?		Yes	No
Follow Up Assigned to		Date	
Issue Resolved		Yes	No
Notes:			

Staff Signature: _____

EXHIBIT N

Section 3 Action Plan

All firms and individuals bidding on any Section 3 covered contract with Cameron County **MUST COMPLETE AND SUBMIT THIS ACTION PLAN WITH THE BID, OFFER, OR PROPOSAL.** Any solicitation response that does not include this document (completed and signed) will be considered non-responsive and not eligible for award.

PRELIMINARY STATEMENT OF CURRENT WORKFORCE AND HIRING NEEDS

THIS PLAN OUTLINES YOUR COMMITMENT TO CAMERON COUNTY SECTION 3 HIRING GOALS

COMPANY NAME: _____

ADDRESS: _____

PROJECT (BID/RFP#):

GENERAL ☐ SUBCONTRACTOR ☐

JOB CATEGORY: Examples ADMINISTRATIVE ASST., OFFICE MANAGER, CLERK, PROJECT MANAGER, EQUIPMENT MECHANIC, JANITORIAL, HOUSING MANAGEMENT, LABORER, LANDSCAPER, GLAZIER-JOURNEYMAN, GLAZIER-APPRENTICE, PLUMBER-JOURNEYMAN, PLUMBER-APPRENTICE	(A) **# of CURRENT Employees (Core Staff)**	(B) **PROJECTED # of new Hires FOR THIS PROJECT**	(C) **PROJECTED # of Section 3 Hires**	(D) **PROJECTED Section 3 Hires as a Percentage of NEW HIRES**
				%
				%
				%
				%
				%
				%
				%

☐ (Check here and attach another sheet if applicable)

☐ **Check this box if contractor does not anticipate triggering the regulation by the need for new hiring or subcontracting opportunities. Complete the signature block at the bottom of this page.**

I attest that the above information is true and correct. The company certifies that the above table represents the appropriate number of employee positions and also represents the number of Section 3 employees that the company proposes to hire.

_____ _____

Signature **Printed Name**

_____ _____

Title **Date**

THIS FORM MUST BE RETURNED WITH YOUR BID

SECTION 4

TECHNICAL SPECIFICATIONS

Division 1

GENERAL REQUIREMENTS

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SCOPE

A. The work to be performed under the provisions of these contract documents consists of furnishing all materials, equipment, labor, installation, finishing, and start-up service needed to construct and place in operation of paving for **Waterline System Improvements on Old Alice Road, TDA TxCDBG Program-Colonia Fund Construction Project No. CFC21-0446, Cameron County, Texas.**

1.02 STAGING

A. Contract shall stage work in such a manner that service to the customers shall not be interrupted.

B. Contractors shall complete work within **120 calendar days** after the date of the written notice to commence work.

1.03 SCOPE, NATURE, AND INTENT OF SPECIFICATIONS AND PLANS

A. The specifications and plans are intended to supplement, but not necessarily duplicate each other. Any work exhibited in the one, and not the other, shall be executed as if it had been set forth in both.

Should anything necessary for a clear understanding of the work be omitted from the specifications and plans, or should the requirements appear to be in conflict, the Contractor shall secure written instructions from the Engineers before proceeding with the construction affected thereby.

Dimensions and elevations shown on the plans shall be accurately followed even though they differ from scaled measurements. No work shown on the plans, the dimensions of which are not indicated, shall be executed until necessary dimensions have been obtained from the Engineer.

The Contractor shall check all dimensions, elevations, and quantities shown on the plans and schedules given to him by the Engineer, and shall notify the Engineer of any discrepancy between the plans and the conditions on the ground, or any error omission in plans, or in the layout or instructions, which he may discover in the course of the work. The Contractor will not be allowed to knowingly and intentionally take advantage of any error or omission in the plans or contract documents that he could have reasonable provided notice to the Engineer about. Full instruction will be furnished by the Engineer should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

It is expected that prospective bidding contractors will completely review the Plans and Specifications prior to bidding and notify the Engineer prior to bid date of any perceived conflicts, errors, omissions, or clarifications anticipated. These will be addressed by written Addendum to all Bidders. Prospective bidding Contractors are encouraged to visit the project location to assure their complete understanding of the project requirements.

1.04 MATERIALS

A. These specifications are intended to be so written that only materials of the best quality and grade will be furnished. The fact that the specifications may fail to be sufficiently complete in some detail will not relieve the Contractor of full responsibility for providing materials of high quality and protecting them adequately until incorporation in the structure. The specifications for materials set out the minimum standard of quality which the Engineer believes is necessary to procure a satisfactory project. No substitutions will be permitted until the Contractor has received written permission of the Engineer to make a substitution for materials which have been specified.

1.05 WORKMANSHIP

A. These specifications contain detailed instructions and descriptions covering the major items of construction and workmanship necessary for building and completing the various units or elements of the project. The specifications are intended to be so written that only first class workmanship and finish of the best grade and quality will result. The fact that these specifications may fail to be so complete as to cover all details will not relieve the Contractor of full responsibility for providing a completed project of high quality, first class finish and appearance and satisfactory for operation.

1.06 LAND FOR CONSTRUCTION PURPOSES

A. The Contractor will be permitted to use available space belonging to the Owner, on or near the site of the work, for construction purposes and for the storage of materials and equipment. The location and extent of the areas so used shall be as designated and approved by the Owner.

The Contractor shall be solely responsible for obtaining and shall pay all costs in connection with any additional storage or work area sites which may be required for proper completion of the work.

1.07 PROTECTING EXISTING STRUCTURES AND UTILITIES

A. Where excavation or demolition endangers adjacent structures and utilities, the Contractor shall at his own expense carefully support and protect all such structures and /or utilities so that there will be no failure or settlement. Where it is necessary to move services, poles, guy wires, pipelines or other obstructions, the Contractor shall notify and cooperated with the utility owner. In case damage to an existing structure or utility occurs, whether failure or settlement, the Contractor shall restore the structure or utility to its original conditions and position without compensation from the Owner.

Contractor shall repair or replace all damaged street surfaces, driveways, sidewalks, curb and gutter, feces, drainage structures, or other structures, to the satisfaction of the Engineer and the Owner. Structures shall be restored to a condition equal to or better than the original condition and of a similar material and design. The costs of such repair or replacement shall be borne by the Contractor and shall be included in the Proposal.

The Contractor shall verify the type, in size, and location of all existing piping and valves in the construction area. All piping, valves, electrical conduit, etc. in the construction area shall be removed or relocated as necessary in a manner acceptable to the Engineer.

1.08 HANDLING MATERIALS NOT APPROVED

A. The Contractor shall remove from the site any materials found to be damaged, or not meeting the specifications. These materials shall be removed promptly, unless the Engineer will accept the materials after repairing. Inspection before installation shall not relieve the Contractor from any responsibility to furnish good quality materials. Review of shop drawings and submittals is for the Contractor's benefit. Any equipment that has been installed without approval by the Engineer prior to installation and found not to be in accordance with the specifications shall be removed and replaced with approved items.

1.09 PUMPING AND DEWATERING OPERATIONS

A. Work to be performed may require draining, pumping, and dewatering, and certain cleaning operations necessary to complete the work as specified and as indicated on the drawing. It is the intent of these specifications that such draining, pumping, and dewatering, and cleaning operations shall be the obligation of the Contractor.

1.10 SANITATION FACILITIES

A. The Contractor shall provide portable toilet facilities in sufficient number for the Contractor's use throughout the course of the project and in accordance with OSHA requirements.

1.11 UNFAVORABLE CONSTRUCTION CONDITIONS

A. During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to work which will not be adversely affected. No portion of the work shall be constructed under conditions which would adversely affect the quality, unless special means or precautions are taken by the Contractor to perform the work in a proper and satisfactory manner.

1.12 FINAL TESTING AND OPERATION

A. Prior to presentation for final acceptance of the work under this contract, the Contractor shall have started and operated all units of the project for a sufficient duration of time to permit the Engineer to observe overall performance of the respective units and equipment. Such operation shall be properly coordinated with the Owner's operating personnel.

END OF SECTION

SECTION 01020

GENERAL CONSTRUCTION REQUIREMENTS

PART 1 - GENERAL

1.01 RELATIONSHIP WITH EXISTING FACILITIES

A. Contractor shall sufficiently familiarize himself as to the location of existing utilities in the area.

B. The Contractor shall repair or replace, without delay, any and all damage to existing structures, surfaces, equipment, controls or systems resulting form his operations which are required to put the facility back in operation upon completion of the project.

1.02 BYPASSING

A. Whenever existing facilities have to be temporarily dammed and de-watered, the work will be done by the Contractor in a manner acceptable to the Engineer. The Contractor shall notify the Engineer and the Owner prior to any such activities.

B. The General Contractor shall also be responsible for removal of all temporary earthen, steel, or concrete structures required to accomplish this work and returning the sites of these structures to the same or an improved condition as when this project was initiated by the Contractor.

1.03 TEMPORARY FLOW STOPPAGE

A. In cases where the construction requires connections to live conduits, or the plugging of pipelines, provisions for temporarily halting flow as required will be planned and coordinated with the Owner and conducted by the Contractor.

1.04 CLEAN UP

A. The Contractor shall not allow the site of the work to become littered with trash and waste material but shall maintain the site of the work in a neat and orderly condition throughout the construction period. On or before the completion of the work, the Contractor shall carefully clean out all pits, drain lines and drains, chambers or conduits and shall remove all temporary structures built by him and rubbish of all kinds from any of the grounds which he has occupied and leave them in first-class condition to the satisfaction of the Engineer.

B. The Contractor is advised that the final cleanup of the project shall be done with meticulous care and that the Engineer expects all ductwork cubicles, cabinets, motor control centers, control panels, rooms and enclosures to be thoroughly cleaned and dust-free prior to final acceptance of the work.

1.05 AS-BUILT DRAWINGS

A. Concurrent with performance of contract work, each Contractor shall prepare and maintain one neat and legible set of full-size contract drawings indicating "as-built", including but not limited to changes in type, location, length, or size, for any item of work "as-built" drawing mark-ups shall be prepared at the time the applicable item of work is constructed or installed. The preparation of "as-built" drawings shall be as required by the Engineer and drawings shall be contract work, the Contractor shall submit to the Engineer one complete set of drawings showing all "as-built" work modifications.

1.06 SHIPPING AND PROTECTION OF EQUIPMENT

A. Storage of Equipment/Materials

During the interval between the delivery of equipment and materials to the site, and installation, all equipment shall be safely stored in a manner acceptable to the Engineer, Equipment shall be stored in an enclosed space affording protection from weather, dust and mechanical damage, or loss, and providing favorable temperature, humidity and ventilation conditions to ensure against equipment deterioration.

1.07 TESTS AND INSPECTIONS

A. All materials, equipment, installation and workmanship included in this contract, if so required by the Engineer, shall be tested and inspected to prove compliance with the contract requirements.

B. No tests specified herein shall be applied until the item to be tested has been inspected and approval given for the application of such test by and authorized representative of the manufacturer of the equipment.

C. Acceptance Tests and Inspection

1. The acceptance tests shall be at the Contractor's expense for any materials or equipment specified herein. This is to include test of items during the process of manufacture and on completion of manufacture, comprising material tests, hydraulic pressure tests, electric test, performance and operating tests and inspection in accordance with the relevant specifications, or as may be required by the Engineer to satisfy himself that the items tested and inspected comply with the requirements of this contract.

2. All items delivered at the site shall be inspected in order that the Engineer may be satisfied that such items are of the specified quality and workmanship and are in good order and condition at the time of delivery.

D. Installed Tests and Inspection

1. Tests shall be as specified herein and shall be made to determine whether the pipeline has been properly constructed, aligned, adjusted, and connected. Any changes, adjustments or replacements required to make the pipeline operate as specified shall be carried out by the Contractor as part of the work.

2. At least 30 days before the time allowed in his construction schedule for commencing testing and start-up procedures, the Contractor shall submit to the Engineer, details of the procedures he proposes to adopt for testing and start-up, except when such procedures have been covered in the specifications.

3. If under test, any portion of the work shall fail to fulfill the contract requirements and is altered, renewed, or replaced, tests on that portion when so altered, removed or replaced, together with all portions of the work as are affected thereby, shall if so required by the Engineer, be repeated within reasonable time an in accordance with the specified conditions, and the Contractor shall refund to the Owner all reasonable expenses incurred by the Owner as a result of the carrying out of such tests.

END OF SECTION

SECTION 01030

PROJECT SIGN

PART 1 GENERAL

1.01 Project will have a sign erected at a prominent location at Project Site in plain view of the general public prior to any project construction activities. The sign will generally conform to the following:

A. "The Contractor shall erect a sign constructed of 4'X8' ¾-inch exterior plywood (A-B) and shall be supported by and bolted to two (2) 4"X4" posts with the bottom of the sign at a point about four (4) feet above the ground line and maintained in a good condition until the project completion.

B. The sign will be edged, multi-colored, painted and lettered as designed by the Engineer.

1.02 The sign shall remain the property of the Owner.

1.03 A statement indicating all Agencies participating in the financing of the project, City Logo, Elected Officials and Engineer, shall be included on the sign. The exact wording should be approved by the City and Engineer.

PART 2 TXCDBG TEMPORARY PROJECT SIGNAGE REQUIREMENTS

All TxCDBG construction projects utilizing TxCDBG funding must have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the community as directed by the owner. A photo of this signage must be submitted to TDA prior to the release of construction funds.

Requirements of temporary signage include:

- placement in a prominent visible public area that is not blocked or obscured;
- construction of durable materials;
- minimum size of 11" x 17"with lettering no smaller than 1/2";
- Required text (or similar)*:

  "This project is funded by the Texas Department of Agriculture with funds allocated by the U.S. Department of Housing and Urban Development through the Community Development Block Grant Program."

<u>Temporary signage may be reused for future TxCDBG projects as appropriate.</u>

END OF SECTION

SECTION 01300

SUBMITTAL REQUIREMENTS

PART 1 - GENERAL

1.01 SUBMITTALS

A. Shop Drawings:

The Contractor shall submit to the Engineer three (3) copies of all shop drawings, erection drawings, schedules, certified dimension prints, schematic or system diagrams, data sheets, catalog cuts, bulletins, an other descriptive material as is customary or as may be specifically required by the Engineer prior to purchase, fabrication, or shipment to the Project site. Two (2) copies will be returned to the Contractor with comments noted.

B. Format:

The drawings and data shall have been reviewed and approved by the Contractor prior to submittal and each bound submittal submitted shall bear the Contractor's approval stamp and signature. Submittal data shall be in such form and so presented that the Engineer may readily review the data. This means that submittals must be bound in an 8 1/2 by 11 format. Engineering drawings are to be reduced to an 11 by 17 format, folded and bound with the submittal. Bound submittals shall be for individual specification sections and shall be complete by section.

C. Qualifications

The Contractor is directed to specific specification sections where specific requirements for submittals may be describe in more detail. The drawings, or other required descriptive material will be examined and approved, corrected, or rejected by the Engineer with reasonable promptness. All rejected material shall be revised and resubmitted until approval is obtained. Each submittal shall be accompanied by a letter of qualification stating that the proposed equipment meets the specifications; or clearly itemizes and explains any proposed exceptions. Delays caused by such rejections will not be considered cause for extension of the contract time. Approval by Engineer indicates general compliance or acceptability; however, it does not relieve the Contractor of final responsibility for proper dimensions, character, quantity, quality, strength or sufficiency of the times involved. Waivers, or exceptions, to the Plans and Specifications may be validated only in writing by the Engineer. Written validation will specifically identify the feature in question and no such waiver or exception shall be assumed as a result of omissions or oversights in examining and approving the above drawings or other materials.

Any equipment installed by the Contractor, not formally approved by the Engineer, shall be at the Contractor's risk if it found that the installed equipment does not conform to the specifications.

END OF SECTION

SECTION 01320

SCHEDULE

PART 1 GENERAL

1.01 DESCRIPTION

A. Prepare a Progress and Schedule Chart in bar-graph form, supporting the Contract completion date. Prepare Progress and Schedule Chart based upon date of Notice to Proceed.

B. Submit two (2) copies of the Progress and Schedule Chart to the Engineer within 15 calendar days after the date of receipt of Notice to Proceed.

C. Update and resubmit the Progress and Schedule Chart as needed for the duration of the project.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 GENERAL

1.01 DESCRIPTION

A. Specific quality control requirements for the Work are indicated throughout the Contract Documents. Quality control provisions for manufactured products are specified in individual work sections.

B. Testing Laboratory Qualifications: Geotechnical Testing Laboratory must demonstrate to Engineer, based on criteria conforming to ASTM E 699, that it has the experience and capacity to conduct required Field and Laboratory Geotechnical testing without delaying the process of the work.

C. Allow testing service to inspect, test and recommend, and or approve concrete and soil materials as per contract specifications. If in the opinion of the Engineer, based on testing service reports, and inspection, concrete, subgrade or fills that have been placed are below specification standards or requirements, perform the additional necessary work to meet the specified or required standards.

1.02 CODES AND STANDARDS

A. Perform testing to meet the requirements of pertinent codes and regulations and with selected standards as specified elsewhere on the Specification or by the Engineer.

1.03 TEST REPORTS

A. Process and distribute test reports and related instructions promptly to ensure necessary retesting and replacement of materials with the least possible delay in the Work.

B. Reports to include comments from technician for the inspections and tests conducted, date, time of arrival and departure from jobsite, technicians name, time break-down of work completed, etc.

1.04 PAYMENT FOR LABORATORY TESTING SERVICES

A. The Owner will pay for all tests, which it orders, or ordered on Owner's behalf by the Engineer, which are in compliance with specifications.

B. Tests indicating non-compliance with the Contract Documents shall be paid for by the Contractor. Contractor to make necessary accommodations with testing laboratories for paying all failed tests.

C. Inspection or testing performed exclusively for the Contractor's convenience shall be borne by the Contractor.

D. No separate payment will be made under this paragraph for testing required for batch design for concrete; this shall be paid for by the contractor.

1.05 EQUIPMENT TESTING

A. Upon completion of the Work and prior to final acceptance and payment, test equipment as specified or required for compliance with Contract Documents. Manufacturer's authorized representative(s) shall be present at site to inspect, check and approve equipment and installation prior to start-up and test; and to supervise testing of equipment.

B. Adjust or replace equipment which does not meet requirements of Contract Documents during test at no extra cost to Owner.

C. Include costs of equipment testing in the price of equipment to be installed when applicable.

1.06 MATERIAL TESTING

A. Representatives of the testing laboratory shall have access to the Work at all times. Provide
facilities for access in order that laboratory may perform its functions properly. These may include, but are not limited to, acceptable access to working areas, sampling stations, sample environment control (as necessary), sampling material availability.

B. Testing Schedules

1) Consult testing laboratory in advance to determine time required to perform tests and issue each of the findings. Include required time within construction schedule.

2) When changes of the construction schedule are necessary, coordinate such changes with the testing laboratory as required.

C. All samples for testing, unless otherwise provided elsewhere in these Specifications, shall be taken by the testing laboratory. All sampling equipment and personnel shall be provided by the testing laboratory unless otherwise specified. All deliveries of samples to the testing laboratory shall be performed by the testing laboratory unless otherwise specified.

D. Samples for testing conducted by contractor or contractor’s own testing lab will not be acceptable to Engineer.

E. Contractor cannot acquire the services of the project testing laboratory firm for any other work that relates to the project.

F. If any conflicts arise during the course of the project with the testing laboratory on record, Engineer shall recommend to owner a temporary testing laboratory until the conflicts are resolved or if conflicts cannot be resolved, the recommendation would be for replacement.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

The facilities and controls specified in this section are considered minimum for the project. After obtaining approval, the Contractor can provide additional facilities and controls, which he deems necessary for proper execution of the work and to meet his responsibilities for protection of persons and property.

1.01 DESCRIPTION

a. This section specifies the requirements for furnishing, installing, maintaining, and subsequently removing the field offices for the exclusive use of the Engineer in the administration of this Contract and a separate field office for the use of the plant personnel during the expansion and rehabilitation of the existing control building that should include temporary relocation or routing of SCADA controls.

b. The field offices, as equipped with furnishings, fittings, equipment, and utility connections, will remain the property of the Contractor. The Contractor shall retain responsibility for risk of loss or damage to the field offices during performance of the Contract during emergencies, it will be the contractor's responsibility to provide the means for retracing files and equipment to a safe storage.

c. The Contractor must also furnish a field office for the Contractor's use. The Contractor's field office must also adhere to the specifications listed in this section. The Owner's field offices and the Contractor's field office must be separate.

1.02 SUBMITTALS

a. Drawings shall be submitted showing the proposed location of the Engineer's field office, including access thereto from public streets (all weathered) and parking provisions. See electrical plans for proposed location of Owner's field office or confirm with Engineer.

b. Drawings shall be submitted showing the internal space arrangement, windows, accesses, and utility connections for the field offices.

1.03 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for the field offices. This cost will be considered incidental to the total contract bid amount.

2.0 PRODUCTS

2.1 FIELD OFFICES

a. Field offices shall be factory-manufactured, mobile units at least 10 ft. wide by 30 ft. long. Units shall be weather-tight, resist heat transmission, and have a structurally sound foundation and superstructure.

b. Field offices may be either new or used. Used office shall be free of damage and defects, which would impair its suitability to perform the intended function. Used office will be inspected by the Engineer for suitability prior to installation at the work site. Used offices found unsuitable will not be approved for use and shall not be transported to the work site.

c. Field office floor space shall be divided into a private office at one end, a restroom, a storage closet, and a general open office space.

d. Field offices shall include the following finishes and fittings:

1) Exterior walls, floors, and ceiling insulated for the climate indigenous to the Rio Grande Valley, Texas area.

2) Floors. Resilient flooring.

3) Restroom Fittings. Water closet, lavatory with hot and cold water supply, mirrow, soap holder, toilet tissue dispenser and paper towel dispenser.

4) Lighting. General lighting shall be not less than 100 footcandles at desk height. Restroom lighting shall be adequate. Exterior light at entrance doors.

5) Electrical Receptacles. Duplex receptacles on 10-foot centers on all walls, except in the restroom.

6) Water Cooler. Electric water cooler with refrigerator compartment, drinking cup dispenser, cups, and cup disposal.

7) Water Heater. Not less than 20-gallon capacity.

8) Heating and Air Conditioning. Thermostatically controlled system capable of maintaining office spaces at an ambient temperature of between 68 and 78 degrees F in the climate indigenous to the Rio Grande Valley, Texas area.

9) Doors, Windows and Locks. Exterior doors to the office and interconnecting doors to all interior spaces. Restroom door shall have a privacy lock. Exterior doors shall have cylinder lock keyed alike and two (2) keys shall be furnished for each lock. Doors and windows shall have burglar bars to prevent break-ins.

10) Telephones. One touchtone telephone with call waiting feature and answering service or answering machine, and extra long cord in office. An additional separate phone line dedicated to the fax machine described in Part E below shall be provided.

11) Tie-downs. Field office shall be secured in place using tie-downs capable of withstanding winds up to hurricane force and meeting local codes.

12) Outside Stairs and Landing.

e. Field offices shall include the following furnishings and equipment. Furnishings and equipment may be either new or used. Used furnishings and proposed substitutions of equal furnishings, shall be subject to review and approval by the Engineer.

QUANTITY	ITEM
1	Double Pedestal Desk. Jasper Office Furniture, Model F2660; HON® Metro Classic series Right-Pedestal Desk, Item No. 998865 or approved equal.
2	Executive Posture Chairs. Jasper Office Furniture, Model 1750; Ruzzi Mid-back Vinyl Chair, Item #901356 or approved equal.
1	Conference Table. 30”H X 94½ ”W X 47¼” D, Reakpace® Magellan Performance Conference table, Item No. 878614.
8	Stack Chairs. GF Business equipment, Model 40/4; OfficeStar Plus™ stacking guest chair with arms, Item No. 543564. or approved equal. A minimal of 10 chairs or more if required for project meetings.
1	Built-In plan table in general office open space.
1	Desk Lamp. Art Specialty, Model K4-2241; Lodu Organizer Incandescent desk lamp, Item No. 729365 or approved equal.
1	Plan Rack. 24 stick.
1	Rain gauge.
1	Fire Extinguisher. 81/2 pounds, Class ABC to be maintained by contractor as necessary.
1	Hi-Lo thermometer.
1	First Aid Chest. Zee Medical Products Co., Model 150, or approved equal to be maintained by contractor as necessary.
1	Fireproof File, 4 Drawer. Hon®, Model HN94CP; Fire King®; Turtle® 4-Drawer Insulated Fire Proof Cabinet, Item No. 837493 or approved equal.
1	Copy Machine with Multiple Paper Tray (3) and Enlarge/Reduce Functions. Cannon®, NP2020; Dell® C3765dnf Lasor Color All-in-one Printer, Copier, Scanner, Fax, Item No. 205383 (or approved equal) including maintenance and supplies.
1	Fax Machine with Built in Telephone. RICOH, FAX25 (or approved equal); Brother® Fax 575 Personal Plain Paper, Fax/Phone/Copier, Item No. 768320, including maintenance and supplies.
1	Telephone
1	Internet Service

3.0 EXECUTION 3.1

GENERAL

The Owner's field offices, including access and parking, shall be installed prior to beginning construction activities at the work site.

3.2 ACCESS AND PARKING

a. Field offices shall be located with clear access from public streets.

b. Parking space shall be provided for not less than five (5) vehicles adjacent to the field office.

c. Access road and parking space shall be graded for drainage and surfaced with gravel, asphalt, or concrete.

d. North entrance of the plant shall be made suitable for all weather and all traffic conditions for owners use during construction.

3.3 SEWER CONNECTION

The restroom shall be connected either to an existing sanitary sewer line or to a chemical holding tank. The holding tank shall be serviced as often as necessary to prevent accumulation of wastes and an unsanitary condition.

3.4 WATER SERVICE

The Owner will provide potable water from an existing waterline within the project site, Contractor to furnish and install a 2-inch PVC water main extension from the existing water line for temporary service to the construction offices. Contractor will schedule this work item to occur immediately after Notice To Proceed, so that potable water service is available. Water for all other construction activities, including but not limited to flushing, testing, earthwork, moisture adjustment, and dust control will be the complete responsibility of the Contractor to provide. The Contractor will be responsible for costs associated with setting a water meter. Monthly readings will be taken for accountability and payment purposes. The Contractor will be responsible for constructing the necessary private service line from the meter to the temporary field office. Contractor to coordinate with the Owner.

3.5 TELEPHONE AND UTILITY SERVICES

Telephone, internet and electrical service shall be connected by the Contractor and all connection and service charges, including monthly billings, paid by Contractor.

3.6 MAINTENANCE

Field office shall be maintained and serviced at least twice weekly, during normal working hours or when necessary for project meetings. Servicing shall include complete janitorial services including supplies such as soap, toilet tissue, paper towels, and cups.

3.7 REMOVAL

After substantial completion, remove all temporary buildings, storage facilities, sanitary conveniences, and signs. Disconnect all temporary utility connections. Clear the area of unnecessary safety items and temporary controls. Remove or restore, as required, all temporary roads and parking areas.

END OF SECTION

SECTION 01563

GROUNDWATER AND SURFACE WATER CONTROL

1.00 GENERAL

1.01 SECTION INCLUDES

A. Dewatering, depressurizing, draining, and maintaining trenches, shaft excavations, structural excavations, and foundation beds in a stable condition, and controlling ground water conditions for tunnel excavations.

B. Protecting work against surface runoff and rising flood waters.

C. Disposing of removed water.

1.02 REFERENCES

A. Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA).

B. Federal Register 40 CFR (Vol. 53. No. 222) Part 122, EPA Administrator permit Programs (NPDES), Para 122.26 (b)(14) Storm Water Discharge.

1.03 DEFINITIONS

A. Groundwater control includes both dewatering and depressurization of water-bearing soil layers using well points, for either vacuum or eductor systems, or deep wells. Use of sump pumps does not constitute groundwater control.

1. Dewatering is lowering the water table and intercepting seepage which would otherwise emerge from slopes or bottoms of excavations or into tunnels and shafts, and disposing of removed water.

2. Depressurization is reduction of piezometric pressure within a soil strata not controlled by dewatering alone.

B. Control of excavation drainage by sump pumping includes operating the sump pump and drainage facilities installed to collect water in the sump.

C. Control of surface drainage is diversion of surface water away from excavations.

1.04 PERFORMANCE REQUIREMENTS

A. Conduct subsurface investigations as needed to identify ground water conditions and to provide parameters for installation and operation of ground water control systems. Perform pump tests, if necessary, to determine drawdown characteristics of water bearing layers.

B. Where the recommendations of a geotechnical report and the requirements of this Section differ, obtain written clarification from the Engineer prior to commencing dewatering operations. Otherwise, the more stringent requirement shall apply.

C. Develop a ground water control system, compatible with requirements of Federal Regulations 29 CFR Part 1926, to produce the following results:

1. Reduce hydrostatic pressure affecting excavations to the following levels as determined by piezometer observations.

a. For structural excavations, reduce the piezometric level to at least 3 feet below the excavation bottom elevation or within 2 feet above the top of clay layers so that structures may be constructed in-the-dry.
b. Where hydrostatic pressure in a confined water-bearing layer exist below the excavation, depressurize this zone to eliminate risk of uplift or other instability of the excavation or installed works.

2. Develop stable subgrade for subsequent construction operations.

3. Reduce hydrostatic pressure for tunnel excavations as necessary to maintain face stability, grade control, and to control seepage into tunnel.

D. Provide drainage of seepage water and surface water, as well as water from any other source entering the excavation. Excavation drainage may include placement of drainage materials such as crushed stone and filter fabric, together with sump pumping.

E. Locate ground water control and drainage systems so as not to interfere with utilities, construction operations, adjacent properties, or adjacent water wells.

F. Modify ground water control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells, if they affect potentially contaminated areas.

G. Contractor shall, at his own expense, correct all damage resulting from inadequacy of the dewatering system or from flooding of the construction site from other causes.

1.05 SUBMITTALS

Submit groundwater control plan to engineer for review and approval 10 days prior to beginning excavation for work requiring groundwater control.

1.06 ENVIRONMENTAL REQUIREMENTS

A. Comply with the Texas Commission on Environmental Quality regulations and Texas Water Well Driller Association for development, drilling, and abandonment of wells used in dewatering system.

B. Where potentially contaminated areas are indicated on the Drawings, monitor ground water discharge for contamination in accordance with the Project Engineer's instructions.

2.00 PRODUCTS

2.01 EQUIPMENT AND MATERIALS

A. Equipment and materials are at the option of Contractor as necessary to achieve desired results for ground water control. Ground water control systems may include single-stage or multiple-stage well point systems, eductor and ejector-type systems, deep wells, or combinations of these equipment types. Excavation drainage and surface drainage may also include sump pumping subsidiary to bid item.

B. Maintain equipment in good repair and operating order.

C. Arrange for standby equipment and materials where required.

3.00 EXECUTION

3.01 GROUND WATER CONTROL

A. Install, operate and maintain the ground water control system in a manner compatible with construction methods and site conditions. Notify Project Engineer in writing of any changes made to accommodate field conditions and changes to the Work.

B. For above ground piping in ground water control system, include a length of clear transparent piping between every well point and discharge header so that discharge from each installation can be visually monitored.

C. Replace installations that produce noticeable amounts of sediments after development.

D. Provide additional groundwater control installations, or change the methods, if the installation does not achieve satisfactory results.

E. Do not allow piezometric pressure levels to rise until foundation concrete has achieved design strength.

F. During backfilling, dewatering may be reduced to maintain water level a minimum of 5 feet below prevailing level of backfill. However, do not allow that water level to result in uplift pressures in excess of 80 percent of downward pressure produced by weight of structure or backfill in place.

G. Remove groundwater control installations.

1. Remove pumping system components and piping when groundwater control is no longer required.

2. Remove monitoring wells when directed by the Project Engineer.

3. Grout abandoned well. Fill piping that is not removed with cement-bentonite grout or cement-sand grout.

3.02 MAINTENANCE AND OBSERVATION

A. Conduct daily maintenance and observation of the ground water control systems.

B. Replace inoperable or damaged system components as necessary to maintain operation.

C. Keep monitoring system piping accessible for observation,

3.03 MONITORING AND RECORDING

A. Observe and record elevation of water level daily as long as ground water control system is in operation. Observe levels weekly thereafter until the Work is completed or piezometers or wells are removed. Initiate more frequent observation when the Project Engineer determines that more frequent monitoring and recording are required.

3.04 SURFACE WATER CONTROL

A. Intercept surface water and divert it away from excavations. This includes temporary works required to protect adjoining properties from surface drainage caused by construction operations.

B. Drive surface water and seepage water into sumps and pump it into drainage channels, setting basins, or storm drains.

END OF SECTION

SECTION 01568

EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION

1.00 GENERAL

1.01 WORK INCLUDED

Furnish labor, materials, equipment and incidentals necessary to provide erosion and sediment control for the duration of the construction period including furnishing, installing and maintaining erosion and sediment control structures and procedures and the proper removal when no longer required.

The intent of this specification is to provide guidelines for the Contractor to adhere to all State, Federal, and Local environmental regulations. It is also the intent to provide preventive measures to keep sediment from entering any storm water system, including open channels. It is the Contractor's responsibility to adhere to all State, Federal and Local requirements. While the Owner may require the Contractor to install erosion control devices during construction, this will in no way relieve the Contractor of his responsibility.

1.02 QUALITY ASSURANCE

A. Comply with applicable requirements of all governing authorities having jurisdiction. The Specifications and the Plans are not represented as being comprehensive, but rather to convey the intent to provide complete slope protection and erosion control for both the Owner's and adjacent property.

B. Erosion control measures shall be established at the beginning of construction and maintained during the entire length of construction. On-site areas which are subject to severe erosion and off-site areas which are especially vulnerable to damage from erosion and/or sedimentation are to be identified and receive additional erosion control measures as directed by the Owner or the Engineer.

C. All land-disturbing activities shall be planned and conducted to minimize the size of the area to be exposed at any one time and to minimize the time of exposure.

D. Surface water runoff originating upgrade of exposed area shall be controlled to reduce erosion and sediment loss during the period of exposure.

E. When the increase in the peak rates and velocity of storm water runoff resulting from a land-disturbing activity is sufficient to cause accelerated erosion of the receiving ditch or stream, the Contractor shall install measures to control both the velocity and rate of release so as to minimize accelerated erosion and increased sedimentation of the stream as directed by the Owner or the Engineer.

F. All land-disturbing activities shall be planned and conducted so as to minimize off-site sedimentation damage.

G. The Contractor shall be responsible for periodically cleaning out and disposing of all sediment once the storage capacity of the drainage feature or structure receiving the sediment is reduced by one-half. The Contractor shall also be responsible for cleaning out and disposing of all sediment at the time of completion of the Work.

1.03 SUBMITTALS

1.04 STANDARDS

1.05 DELIVERY AND STORAGE [Not Used]

1.06 JOB CONDITIONS; CODES AND ORDINANCES

Comply with the local codes and ordinances. If local codes and ordinances require more stringent or additional erosion and sediment control measures during construction, Contractor shall provide such measures.

1.07 OPTIONS

1.08 GUARANTEES

2.00 PRODUCTS

2.01 MATERIALS

A. STRAW BALES: Straw bales shall weigh a minimum of fifty (50) pounds and shall be at least 30" in length. Bales shall be composed entirely of vegetable matter and be free of seeds. Binding shall be either wire or nylon string, jute or cotton binding is unacceptable. Bales shall be used for not more than three months before being replaced. However, if weather conditions cause biological degradation of the straw bales, they shall be replaced sooner than the three month time period to prevent a loss of structural integrity of the dike.

B. SILT FENCE: Silt fence fabric shall be a nylon reinforced polypropylene fabric which has a built-in cord running the entire length of the top edge of the fabric. The fabric must meet the following minimum criteria:

Tensile Strength, ASTM D4632	90 lbs.
Puncture Rating, ASTM D4833	60 lbs.
Mullen Burst Rating, ASTM D3786	200 psi.
Apparent Opening Size, U.S. Sieve No.	40

Silt fence shall be "Enviro Fence" preassembled silt fence, AMXCO Silt Stop prefabricated silt fence, AMOCO Style 2155 preassembled silt fence or approved equal.

C. SILT FENCE POSTS: A minimum 2" x 2" (nominal) x 54" pressure treated wood posts of Number 2 Grade southern yellow pine or approved equal.

D. SAND BAG: Sand bag material shall be polypropylene, polyethylene, polyamide or cotton burlap woven fabric, minimum unit weight four (4) ounces per square yard, mullen burst strength exceeding 300 psi and ultraviolet stability exceeding 70%. Length shall be 24 to 30 inches, width shall be 16 to 18 inches and thickness shall be six (6) to eight (8) inches and having an approximate weight of 40 pounds. Sand bags shall be filled with coarse grade sand, free from deleterious material. All sand shall pass through a No. 10 sieve.

E. P.V.C. PIPE: Pipe shall be SDR-35 polyvinyl chloride having a minimum nominal internal diameter of 4". Pipes shall be sized for anticipated flows.

F. SOIL RETENTION BLANKET: Soil retention blankets shall consist of a geocomposite of excelsior or fiber blanket with an extruded plastic net attached to the tope side. The plastic net shall be photodegradable and the excelsior or fiber blanket shall be made smolder resistant without the use of chemicals. Soil retention blankets shall be high velocity type to resist severe runoff. The soil retention blanket shall be one (1) of the following classes and types:

1. <u>Class 1. "Slope Protection"</u>
   (a) Type A. Slopes of 3:1 or flatter - Clay soils
   (b) Type B. Slopes of 3:1 or flatter - Sandy soils

(c) Type C. Slopes steeper than 3:1 - Clay soils
(d) Type D. Slopes steeper than 3:1 - Sandy soils

2. Class 2. "Flexible Channel Liner"
   (a) Type E. Short-term duration (Up to 2 Years)
   Shear Stress (t_D) < 1.0 lb. /sq. ft.
   (b) Type F. Short-term duration (Up to 2 Years)
   Shear Stress (t_d) 1.0 to 2.0 lb. /sq. ft.
   (c) Type G. Long-term duration (Longer than 2 Years)
   Shear Stress (t_d) > 2.0 to < 5.0 lb./sq. ft.
   (d) Type H. Long-term duration (Longer than 2 Years)
   Shear Stress (t_d) greater than 0 Equal to 5.0 lb./sq. ft.

The Contractor has the option of selecting an approved soil retention blanket provided that selection conforms to the following list of approved soil retention blankets for slope protection applications:

CLASS I. SLOPE PROTECTION

TYPE A: Slopes of 3:1 or Flatter-Clay Soils

Airtrol® ANTI-WASH®/GEOJUTE® (Regular)
Contech Standards®
Contech Standards Plus®
Green Triangle Regular®
Green Triangle Superior®
GREENSTREAK® PEC MAT
Curlex®
North American Green® S150
North American Green® S75
North American Green® SC150
POLYJUTEÔ 407/GT
SOIL SAVER®
TerraJute®
Verdyol® ERO-MAT®
Xcel Regular®
Xcel Superior®

TYPE B: Slopes of 3:1 or Flatter-Sandy Soils

Contech Standards®
Contech Standards Plus®
GEOCOIR®/DEKOWE® 700
Green Triangle Superior®
Green Triangle Regular®
North American Green® S75
North American Green® SC150
North American Green® S150
POLYJUTEÔ 407/GT
TerraJute®
Verdyol® ERO-MAT®
Xcel Superior®
Xcel Regular®

TYPE C: Slopes Steeper than 3:1-Clay Soils

Airtrol®
ANTI-WASH®/GEOJUTE® (Regular)

Contech Standards Plus®
Curlex®
Green Triangle Superior®
GREENSTREAK® PEC-MAT
North American Green® SC150
North American Green® S150
POLYJUTEÔ 407/GT
SOIL SAVER®
TerraJute®
Xcel Superior®

TYPE D: Slopes Steeper than 3:1-Sandy Soils

Contech Standards Plus®
GEOCOIR®/DEKOWE® 700
Green Triangle Superior®
North American Green® S150
North American Green® SC150
POLYJUTEÔ 407GT
TerraJute®
Xcel Superior®

CLASS II: FLEXIBLE CHANNEL LINER PROTECTION

2.02 MIXES [Not Used]

2.03 FABRICATIONS [Not Used]

2.04 MANUFACTURED PRODUCTS [Not Used]

3.00 EXECUTION

3.01 PREPARATION

3.02 INSTALLATION

A. TEMPORARY STRAW BALE DIKE

1. Straw bales shall be embedded a minimum of 4" and securely anchored using 2" x 2" wood stakes driven through the bales into the ground a minimum of 6". Straw bales are to be placed directly adjacent to one another leaving no gap between them.

2. Bales shall be placed in a single row, lengthwise on proposed line, with ends of adjacent bales tightly abutting one another. In swales and ditches, the barrier shall extend to such a length that the bottoms of the end bales are higher in elevation than the top of the lowest middle bale. Additional bales shall be placed behind the first row where the bales abut each other. The additional bale is used to prevent unfiltered runoff from escaping between the bales.

3. The excavated soil shall be backfilled against the barrier. Backfill shall conform to ground level on the downhill side and shall be built up to 4" above ground level on the uphill side. Loose straw shall be scattered over the area immediately uphill from a straw barrier.

B. SILT FENCE

The purpose of a silt fence is to intercept and detain water-borne sediment from unprotected areas to a limited extent. The Contractor shall excavate a 6" by 6" trench for site fence bedding along the lower perimeters of the site where necessary to prevent sediment from entering any drainage system. The Contractor shall install the silt fence in accordance with the manufacturer's recommendations and instructions. Silt fence is used during the period of construction near the perimeter of a disturbed area to intercept sediment while allowing water to percolate through. This fence shall remain in place until the disturbed area is permanently stabilized. Silt fence should not be used where there is a concentration of water in a channel or drainage way or where soil conditions prevent a minimum toe-in depth of 6" or installation of support post to depth of 12". Fabric shall overlap at abutting ends a minimum of 3' and shall be jointed such that no leakage or bypass occurs. If concentrated flow occurs after installation, corrective action must be taken such as placing rock berm in the areas of concentrated flow.

C. SAND BAG BERM

1. The purpose of a sandbag berm is to intercept sediment-laden water from disturbed areas such as construction in steam beds, create a retention pond, detain sediment and release water in sheet flow.

2. A temporary sand bag berm shall be installed across a channel or right of way in a developing or disturbed area and should be used when the contributing drainage area is greater than 5 acres. The berm shall be a minimum height of 18", measured from the top of the existing ground at the upslope toe to the top of the berm. The berm shall be sized to have a minimum width of 48" measured at the bottom of the berm and 18" measured at the top of the berm.

3. The sand bag berm shall be inspected after each rain. The sand bags shall be reshaped or replaced as needed during inspection. Additional inspections shall be made daily by the responsible party and when the silt reaches 6", the accumulated silt shall be removed and disposed of at an approved site in a manner that will not contribute to additional siltation. The sand bag berm shall be left in place until all upstream areas are stabilized and accumulated silt removed; removal must be done by hand.

D. SOIL RETENTION BLANKETS

1. A soil retention blanket (SRB) is a geotextile or biodegradable fabric placed over disturbed areas to limit the effects of erosion due to rainfall impact and runoff across barren soil. Soil retention blankets are manufactured by a wide variety of vendors addressing a wide variety of conditions such as vegetation establishment and high velocity flow. Blankets are used in areas which are difficult to stabilize such as steep slopes, drainage swales or high pedestrian traffic areas.

2. The soil retention blanket, whether installed as slope protection or as flexible channel liner, shall be placed within 24 hours after seeding or sodding operations have been completed, or as approved by the Engineer. Prior to placing the blanket, the area to be covered shall be relatively free of all rocks or clods over 1-1/2" in maximum dimension and all sticks or other foreign material which will prevent the close contact of the blanket with the soil. The area shall be smooth and free of ruts and other depressions. If as a result of rain, the prepared bed becomes crusted or eroded or if any eroded places, ruts or depressions exist for any reason, the Contractor shall be required to rework the soil until it is smooth and to reseed or resod the area at the Contractor's expense.

Installation and anchorage of the soil retention blanket shall be in accordance with the manufacturer's recommendations.

E. PROTECTION OF BARE AREAS

1. Apply seeding and soil retention blanket to bare areas including new embankment areas, fills, stripped areas, graded areas or otherwise disturbed areas, which have a grade greater than 5% or which will be exposed for more than 30 days.

2. Bare working areas on which it is not practical or desirable to install seeding and soil retention blankets, as determined by the Engineer, such as areas under proposed building slabs, shall be temporarily sloped to drain at a minimum of 0.2% and a maximum of 5% grade. These areas shall then be "trackwalked" with a crawler dozer traveling up and down the slope to form the effect of small "terraces" with the tracks of the dozer. Apply a minimum of three (3) coverages to each area with the dozer tracks.

3. Route runoff from the areas through the appropriate silt fence system.

4. Protect earth spoil areas by "trackwalking" and silt fences.

F. INTERCEPTOR SWALE

1. Interceptor swales may have a v-shape or be trapezoidal with a flat bottom and side slopes of 3:1 or flatter. These are used to shorten the length of exposed slope by intercepting runoff and can also serve as perimeter swales preventing off-site runoff from entering the disturbed area or prevent sediment-laden runoff from leaving the construction site or disturbed area. The outflow from a swale must be directed to a stabilized outlet or sediment trapping device. The swales should remain in place until the disturbed area is permanently stabilized.

2. Stone Stabilization shall be used when grades exceed 2% or velocities exceed 6' per second and shall consist of a layer of crushed stone 3" thick, or flexible channel liner soil retention blankets. Stabilization shall extend across the bottom of the swale and up both sides of the channel to minimum height of 3" above the design water surface elevation based on a two year storm.

3. Interceptor swale shall be installed across exposed slopes during construction and should intercept no more than five (5) acres of runoff. Swales shall have a minimum bottom width of 2'-0" and a maximum depth of 1'-6" with side slopes of 3:1 or flatter. Swale must have positive drainage for its entire length to an outlet. When the slope exceeds 3%, or velocities exceed 4' per second (regardless of slope), stone stabilization is required. Check dams are also recommended to reduce velocities in the swales possibly reducing the amount of stabilization necessary. Swales should be inspected on a weekly basis during wet weather and repairs should be made promptly to maintain a consistent cross section.

4. All trees, brush, stumps, obstructions and other material shall be removed and disposed of so as not to interfere with the proper functioning of the swale.

5. The swale shall be excavated or shaped to line, grade, and cross-section as required to meet criteria specified herein and be free of bank projections or other irregularities which will impede normal flow.

6. All earth removed and not needed in construction shall be disposed of in an approved spoils site so that it will be conveyed to a sediment trapping device.

7. Diverted runoff from a disturbed or exposed upland area shall be conveyed to a sediment trapping device.

8. The on-site location may need to be adjusted to meet field conditions in order to utilize the most suitable outlet.

9. Minimum compaction for the swale shall be 90% standard proctor.

G. LOCATION OF EROSION AND SEDIMENT CONTROL STRUCTURES

1. Locate erosion and sediment control structures as required to prevent erosion and removal of sediment from the project site. Silt fences shall be required for disturbed areas and soil stockpiles/spoil areas. Each silt fence installation shall have a minimum net length (exclusive of embedments into diversion dikes or other ineffective areas) of 25'. The runoff from a maximum of one (1) acre of disturbed area or soil stockpile/ spoil area shall be routed through any individual silt fence installation.

2. Install diversion dikes to divert runoff to the silt fence installation.

3. Install silt traps at the inlet (upstream) end of the drainage structures, including open channels, through which runoff from disturbed areas or soil stockpiles/spoil areas may drain.

4. Provide an overall erosion and sediment control system which protects disturbed areas and soil stockpiles/spoil areas. The system shall be modified by the Contractor from time to time to effectively control erosion and sediment during construction.

3.03 MAINTENANCE

A. Maintain erosion and sediment control structures and procedures in full working order at all times during construction. This shall include any necessary repair or replacement of items which have become damaged or ineffective. Remove sediment on a regular basis which accumulates in sediment control devices and place the material in approved earth spoil areas or return the material to the area from which it eroded.

B. Upon completion of construction, properly remove the temporary erosion and sediment control structures and complete the area as indicated.

C. Soil retention blankets will not require removal if installed on a finished graded area specified to receive seeding.

3.04 FIELD QUALITY CONTROL

In the event of conflict between the requirements and storm water pollution control laws, rules or regulations or other Federal, State or Local agencies, the more restrictive laws, rules or regulations shall apply.

3.05 CLEAN AND ADJUST [Not Used]

END OF SECTION

SECTION 01600

MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.01 DESCRIPTION

A. All materials, appliances and types of construction shall be in accordance with the Specifications and shall, further, conform to the requirements of applicable laws, ordinances and codes.

B. All materials and equipment shall be new, unused and designed as specified. They shall be of standard first-grade quality, produced by expert workmen, and be intended for the use for which they are offered. Materials or equipment which are inferior or of a lower grade than indicated, specified or required will not be accepted.

C. The quality of workmanship and materials entering into the Work under each Section shall conform to the requirements of pertinent sections, clauses, paragraphs and sentences, both directly and indirectly applicable thereto, of the Specifications.

D. Equipment and appurtenances shall be designed in conformity with AWWA, NSF, ASME, AIEE, and NEMA standards and shall be of rugged construction and of sufficient strength to withstand all stresses, which may occur during fabrication, test, transportation, installation and all conditions of operation. Protect bearings and moving parts against wear by bushings or other approved means and fully lubricate by readily accessible devices. Design details for appearance as well as utility. Protruding members, joints, corners, gear covers and the like shall be finished in appearance. Grind exposed welds smooth. Miter corners of structural shapes.

1.02 MANUFACTURER

A. Submit names of proposed manufacturers, material men and dealers who are to furnish materials, fixtures, equipment, appliances or other appurtenances for review as early as possible to afford proper investigation and checking. No manufacturer will be approved for materials or equipment to be furnished under this Contract unless he shall be of good reputation and have a plant of ample capacity suited to the efficient production of the materials or equipment offered. He shall, upon request, be required to submit evidence that he has manufactured a similar product to the one specified and that it has been previously used for a like purpose for a sufficient length of time to demonstrate that it will fulfill all requirements of the Project.

B. The availability of the manufacturer's service facilities for the maintenance of equipment Offered will be considered in the evaluation.

C. All transactions with the manufacturers or subcontractors shall be through the Contractor.

D. Any two (2) or more pieces of material or equipment of the same kind, type or classification being used for identical types of service, shall be made by the same manufacturer.

1.03 DRINKING WATER MATERIALS

All chemicals, coatings, and linens which come in direct or indirect contact with public drinking water in any stage of treatment must conform to ANSI/NSF Standard 60 for direct additives, and ANSI/NSF Standard 61 for indirect additives. Conformance of these materials must be certified by an organization accredited by ANSI [§290.44(a)(1)].

1.04 SAMPLES

A. When required, the Contractor shall submit for approval typical samples of materials and appliances. Identify samples by tags and submit sufficiently in advance of the time when they are to be incorporated into the Work so rejections will not cause delay. A letter of transmittal, in triplicate, from the Contractor requesting approval shall accompany all such samples.

1.05 EQUIVALENT QUALITY

A. Whenever in the Contract Documents an article, material, apparatus, equipment, or process is called for by trade name of a patentee, manufacturer or dealer, or by reference to catalogue of a manufacturer or dealer, it shall be understood as intending to mean and specify the article, material, apparatus, equipment or process designated, or any approved equal in quality, finish, design, efficiency, and durability and equally serviceable for the purpose for which it in intended.

B. Upon rejection of material or equipment submitted as the equivalent of that specifically named in the Contract, the Contractor shall proceed immediately to furnish the designated material or equipment.

1.06 DELIVERY

A. The Contractor shall deliver materials in ample quantities to ensure the most speedy and uninterrupted progress of the Work, so as to complete the Work within the allotted time. The Contractor shall also coordinate deliveries in order to avoid delay in or impediment of the progress of the Work of any related contractor. Furnish delivery slips to the Engineer on receipt of material. Shipment by weights shall show the weights.

1.07 CARE AND PROTECTION

A. General. The Contractor shall be solely responsible for unloading, properly storing and protecting all materials, equipment and the entire work furnished under this Contract from the time such materials and equipment are delivered at the site of the Work until final acceptance of the entire Work. Contractor shall at all times take necessary precautions to prevent injury or damage by water or by inclemencies of weather to such materials, equipment and work. All injury or damage to materials, equipment or work shall be corrected by the Contractor. Stack materials in an approved manner for convenience in counting. Do not place materials directly on the ground. Materials, equipment and work not meeting these requirements shall be removed from the project site and new materials, equipment and work shall be furnished.

B. Equipment. Box, crate or otherwise completely enclose and protect equipment during shipment, handling and storage. Protect equipment from exposure to the elements and keep thoroughly dry at all times. Store pumps, motors, electrical equipment and other equipment having antrification or sleeve bearings in weathertight buildings that are maintained at a minimum temperature of 60 F.

C. Painting. Protect painted surfaces against impact, abrasion, discoloration and other damage. Repaint painted surfaces, which are damaged prior to acceptance of equipment in accordance with Section 09902.

D. Electrical. Protect electrical equipment, controls and insulation against moisture or water damage. Connect space heaters provided in the equipment storage areas and operate at all times until equipment is placed in service.

1.08 INSTALLATION OF EQUIPMENT

A. The Contractor shall have on hand equipment and machinery of ample capacity to facilitate this work and to handle emergencies normally encountered in work of this character.

B. Erect equipment on the foundations at the locations and elevations shown on the Drawings, unless otherwise directed during construction or installation.

C. Furnish, install and protect necessary anchor and attachment bolts and other appurtenances needed for the installation of the devices included in the equipment specified. Anchor bolts shall be of ample size and strength for the purpose intended. Furnish templates and working drawings for installation.

D. The Contractor shall, at his own expense, furnish all materials and labor for, and shall properly bed in cement grout as specified, each piece of equipment of its supporting base resting on masonry or concrete foundations. Grout shall completely fill the space between the equipment base on the foundation.

1.09 WARRANTY

A. Unless specified otherwise, all equipment and materials furnished under this contract shall be warranted for a period of one year following testing, start-up, and final acceptance in writing by the Engineer and Owner via Substantial Completion Letter.

END OF SECTION

SECTION 01890

PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 SCOPE

A. Provide all labor, material, equipment, services, paper, documents, and incidentals necessary to effectively closeout the project.

PART 2 - DETAIL REQUIREMENTS

2.01 DETAIL

A. Cleaning-up - As the project draws to a close, a program of total clean-up will be initiated by the Contractor. All trades will effectively take care of their areas of responsibilities to insure a clean and ready to occupy building both inside and out. This will take place prior to the issuance of the Letter of Substantial Completion.

B. Guarantees - Bonds and Affidavits - Prior to project close-out, the Contractor will submit to the Engineer, three (3) copies of all guarantees, bonds, affidavits, testing reports, color selections etc., as appropriate to material, service or equipment installation affecting the building. List General Contractor and all major subs and suppliers as well as Project Architect. List addresses and telephone numbers for each. Bind into three (3) loose-leaf binders and organize by Section.

C. Project Record Drawings - The Contractor shall maintain and then furnish the Engineer with "as-built" reproducible mylar drawings upon completion of project, showing actual location in line and elevation, of all exterior utility lines within the limits of the site and of any relocation of piping or conduit with the lines of the building form that shown on drawings. Any changes to the details, plans or elevation should also be recorded on these drawings. All copies of drawings and specifications, except the Contractor's executed contract sets, remain the property of the Engineer and shall be returned to him at the completion of the project.

If required the drawing may be returned to the Contractor where more information is necessary prior to acceptance of the drawings.

D. Final Inspection - At Final Inspection prior to the issuance of the final Certificate of Payment and in compliance with the General Conditions, all previous punch-list items will be verified by the Contractor in writing that he has corrected said items to conform to the plans and specifications. Also, at this time, individual affidavits, from all sub-Contractors stating that they have been paid in full for their services by the General Contractor will be presented to the Engineer.

The Final Inspection will be made in company with a representative of the Owner, the Engineer and the Contractor.

END OF SECTION

SECTION 01990

CONSTRUCTION SURVEYING AND STAKING

PART I – GENERAL

1.01 SCOPE

The Contractor will be responsible for the construction surveying and staking of all work shown on the plans and for all work required for the completion of the storm sewer systems and the site leveling and grading construction.

The Contractor shall employ the services of a REGISTERED SURVEYOR to do all the construction surveying and staking. Contractor shall submit, to the Engineer, the name of registered surveyor or surveying firm which is proposed to perform these surveying services.

The minimum surveying services are as follows:

CURB AND GUTTER

Curb and gutters are to be staked at 50 foot intervals. Hub stakes showing flow line elevations shall be installed at required off-set dimension so as not to be disturbed during the excavation. Registered Surveyor is to determine the flow line elevation of the curbs and calculate the required "cut" at each 50 foot interval. All stormlines, manholes, inlets, etc. are also to be staked.

The Contractor is to prepare a "cut/fill" sheet to be used by the Contractor during the excavation work and the installation of the curbs and gutters.

Cut/fill sheets shall be presented to Engineer for review prior to commencing curb and gutter construction.

PAVING

All proposed paving shall be set at proposed elevations. "Blue-Tops" shall be set as necessary and all necessary spot elevation shots shall be taken to assure proper grading elevations as shown on the plans.

END OF SECTION

Division 2

SITE WORK

SECTION 02000

TRAFFIC CONTROL REQUIREMENTS

1.01 GENERAL:

The Contractor who undertakes to perform any work upon, in, under, above or about any public right-of-way, which requires that any public right-of-way be partially or completely closed for construction and/or maintenance operation, shall use barricades, signals, flags, flares, and all other traffic control warning devices and procedures about the work area during the duration of the work within the public right-of-way. It will be responsibility of the contractor to provide, erect, place and maintain all warning signs, traffic control devices and barricades.

1.02 TRAFFIC CONTROL ELEMENTS:

There are various types of traffic control devices that may be used within the City for proper traffic control. These elements consist of the following:

A. Barricades:

Three main types of barricades shall be employed within the City. Type I, II and III are illustrated on plans. Type I and II barricades may be used when traffic is to be allowed to enter work area. Type III barricades shall be used to prohibit the movement of traffic within the work area. Type III barricades are usually not movable, thus they should not be used when barricades mobility is desired.

B. Cones:

Cones shall be used, to channelize traffic through and around construction and maintenance areas. The required cone spacing shall be as following:

CONE SPACING

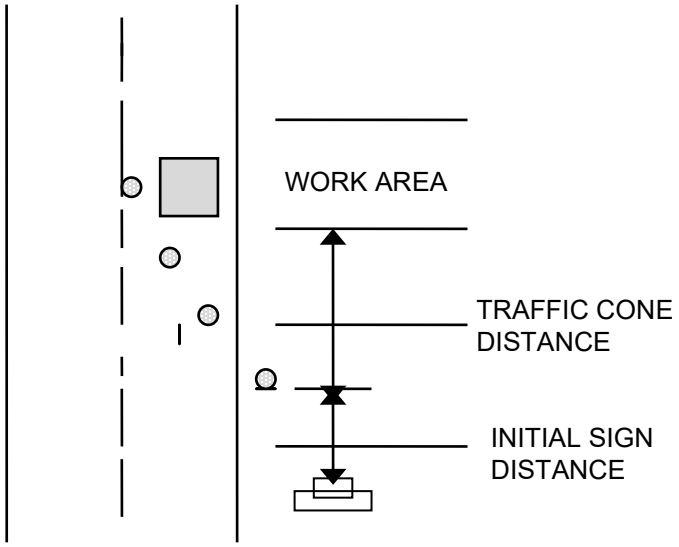
TRAFFIC SPEED M.P.H.	SPACING BETWEEN CONES	NUMBER OF CONES	DISTANCE COVERED FT.
BELOW 15	10'	30	300'
25	20'	15	300'
30	25'	12	300'
35	30'	10	300'
40	35'	10	300'
45	40'	12	500'
50	45'	12	500'
55	50'	10	500'
65 ABOVE	60'	10	500'

C. Signs

Advance warning signs shall be placed sufficiently ahead of the work area to give the motorists sufficient time to stop if necessary, before reaching the work area. The recommended distance for placing advance warning signs and traffic cones are as shown on Table II.

SIGN PLACEMENT

TRAFFIC SPEED M P H	INITIAL SIGN DISTANCE FEET
10	300'
20	300'
30	300'
40	500'
50	500'
60	700'
70	700'



D. Flagpersons:

Flagpersons shall be placed far enough from the work site so that vehicles will have sufficient distance to slow down before entering the project area, but not so far as to allow the vehicles to speed up before entering the work site. Under no circumstances will the flagperson stand in the moving traffic lane. The flagperson will wear an orange vest and/or an orange cap.

1.03 NIGHT TRAFFIC CONTROL:

At night, when clarity and distance of vision are sharply curtailed, adequate artificial lighting will be needed to call attention to and to indicate the actual location of obstructions and hazards. These artificial light sources include flood light, steady burning units, hazard identification beacons, and torches and lanterns. Torches and lanterns, when used, should be in place of lighted from sunset to sunrise.

1.04 PAYMENT:

The work and materials prescribed will not be paid for directly, but shall be included in the unit price bid for the items of construction in which this work and materials are to be used.

END OF SECTION

SECTION 02016

CUTTING AND PATCHING

1. **DESCRIPTION:**

Execute cutting (including excavating) to install new construction and patch to match existing.

2. **MATERIALS:**

Use like materials for patching area where existing construction was removed.

3. **CUTTING:**

A. Execute cutting by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repair and new work.

B. Saw cut any asphalt pavement, concrete pavement, concrete curbs, sidewalks, etc. where excavation is required.

4. **PATCHING:**

A. Restore work which has been cut or remove and install new finish materials to match existing materials and appearance. If exact match is impossible, blend existing material, color texture and pattern.

B. When patching concrete, use Epoxy Concrete Adhesive, reinforce as required, use 3000 psi concrete, unless indicated otherwise, match thickness of existing construction.

C. When patching asphalt pavement, backfill with caliche flexible base, Type F, Grade 3 as specified by the Texas Highway Department Specifications Manual, 1982 Edition, Item 249. Flexible base shall be compacted to no less than 95 percent density, standard proctor. Replacement asphalt topping shall be no less than 2 inches in thickness.

END OF SECTION

SECTION 02102

CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

A. Cleaning and grubbing on project site of trees, stumps, brush, roots, vegetation, logs rubbish and other objectionable matter within limits described in specifications or as shown on plans.

B. Cleaning and grubbing shall be in advance of grading operation except that in cuts over 3 feet in depth, grubbing may be done simultaneously with excavation, provided objectionable matter is removed as specified.

C. Dispose of all debris resulting from clearing and grubbing work.

1.02 PROTECTION OF ADJACENT WORK:

A. Protect all areas outside indicated construction areas.

B. Protect existing improvements, adjacent property, utilities and other facilities, and trees and plants not to be removed from injury or damage.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Provide materials required to perform work as specified.

PART 3 - EXECUTION

3.01 CLEARING:

A. Clear all areas covered by dikes, roads, structures and embankments within project limits unless otherwise shown in plans.

B. Remove all saplings, brush, down-timber and debris unless shown or directed otherwise.

C. Use tree wound paint to treat scars, gashes or limbs stubs on trees not removed.

3.02 GRUBBING:

A. Trees, stumps, root systems, rocks and other obstructions shall be removed to the depths shown when they fall within the construction templates for the following items:

1. Footings	18-inches below bottom of footing.
2. Sidewalks (or other types of walks)	12-inches below bottom of walk.
3. Roadways or Streets	18-inches below bottom of subgrade
4. Parking Areas	18-inches below bottom of subgrade
5. Grassed Areas	18-inches below top soil
6. Fills	24-inches below bottom of fill

B. Blasting not permitted.

3.03 REMOVAL OF DEBRIS AND CLEANUP

A. Burning is not permitted.

B. Dispose of all waste materials not burned by removal from site.

C. Materials cleared and grubbed shall be the property of the Contractor and shall be his responsibility for disposal.

PART 4 - MEASUREMENT AND PAYMENT

4.01 CLEARING AND GRUBBING:

A. Clearing and Grubbing shall be measured for payment either in acres or by lump sum only for areas indicated on the plans, or as provided in the proposal and contract.

B. When not listed as separate contract pay item, Clearing and Grubbing shall be considered as incidental work, and the cost thereof shall be included in such contract pay items as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor equipment, tools and in incidentals required for the work, all in accordance with the plans and these specifications.

END OF SECTION

SECTION 02221

TRENCH EXCAVATION, BACKFILL, AND COMPACTION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

A. Excavation, shoring, dewatering, pipe bedding, trench backfill, compaction, grading and cleanup of all pipeline trenching for the project.

B. All work must be done in accordance with these specifications and the safety requirements of the State and OSHA Standards.

1.02 JOB CONDITIONS

A. Site Acceptance
   1. Accept site in condition existing during Contract time frame.
   2. Ground water/surface water found during construction are conditions of the contract and responsibility of Contractor.

B. Adverse Weather
   1. Place no backfill that is excessively wet or frozen.
   2. Place no backfill in excessively wet or frozen trenches.

PART 2 - PRODUCT

2.01 MATERIAL CLASSIFICATIONS FOR PIPE BEDDING AND BACKFILL

Materials for bedding and backfill shall be classified for the purpose of quality control in accordance with the Unified Soil Classification Symbols as defined in ASTM D2487 and with ASTM D2321. Material use and application is defined by class in accordance with ASTM D2321, or by product descriptions, as described below. Determination of source of materials for bedding and backfill to meet the stated conditions shall be responsibility of Contractor, but use of such materials shall be subject to approval of Engineer. Contractor shall submit characterization/sieve analysis of proposed pipe embedment material for approval prior to commencement of construction.

A. Class Designations Based on Laboratory Testing (ASTM D2321):
   1. Class IA and IB: Manufactured aggregates, open or dense graded, clean.
      a. Plasticity Index: Non-plastic.
      b. Gradation: 100% passing 1½" sieve, ≤ 50% passing No. 4 sieve, and < 5% passing No. 200 sieve.
   2. Class II: Well and poorly graded gravels and sands, clean or with little to moderate fines (GW, GP, SW, SP, and combinations of the preceding with GM, GC, SM, and SC)
      a. Plasticity Index: Non-plastic
      b. Gravel (GW, GP) Gradation: 100% passing 1½" sieve, < 5% passing No. 200 sieve (i.e. <5% fines), and < 50% of the non-fines passing a No. 4 sieve. For pipes 15" diameter and smaller, bedding material shall be 3/4-inch maximum (i.e. 100% passing 3/4-inch sieve).
      c. Sand (SW, SP) Gradation: 100% passing 1½" sieve, < 5% passing No. 200 sieve (i.e. <5% fines), and > 50% of the non-fines passing a No. 4 sieve.
      d. Gravel, Sand W/ Fines Gradation: 100% passing 1½" sieve, and 5% to 12% passing No. 200 sieve (i.e. 5% to 12% fines).
   3. Class III: Silty/clayey gravels and sands, gravel-sand-silt/clay mixtures (GM, GC, SM, SC)
      a. Plasticity Index: (Refer to ASTM D2321)

b. Gradation: 100% passing 1½" sieve, 12% to 50% passing No. 200 sieve.

B. Designations Based on Product Descriptions:
1. Excavated Material Backfill: Excavated material may be used in the trench backfill, provided that all hard rock and stones having any dimensions greater than 6" and frozen earth, debris and roots larger than 2" are removed for the initial backfill. Plasticity Index shall be less than 30. Excavated backfill material must be approved by Engineer for bedding material.
2. Select Backfill: Select Backfill shall be gravel, fine rock cuttings, sand, sandy loam or loam free from excessive clay. Rock cuttings shall have no dimensions greater than 2 inches. Plasticity Index shall be between 7 and 22. Select backfill must be approved by Engineer.
3. Sand Backfill: Sand backfill shall be clean, hard, durable, uncoated grains, free from lumps and organic material. All materials must pass a No. 8 sieve with less than 5% passing a No. 200 sieve.
4. Granular Backfill: Granular backfill shall be free flowing, such as sand or hydraulically graded stone fines, or mixed sand and gravel, or sandy loam. The material shall be free from lumps, stones over 2 inches in diameter, clay and organic matter.
5. Controlled Density Fill: Use high slump mixture of portland cement, fly ash and fine aggregate formulated, licensed and marketed as K-Krete or equal. Provide mixture with minimum 28-day compressive strength of 70 psi with no measurable shrinkage or surface settlement.

2.02 CRADLING ROCK

A. Use crushed rock or stone with 70-100% passing 1½ inch sieve and no more than 50% passing 1 inch sieve.

2.03 SHEETING, SHORING AND BRACING

A. Use sound timber or structural steel.

B. Use shapes and sizes as required.

PART 3 - EXECUTION

3.01 GENERAL

A. Dewatering
1. Execute work "dry". No pipe or conduits shall be laid or concrete poured on wet soil.
2. Prevent surface water from flowing into excavation.
3. Provide equipment for handling water encountered as required. Obtain approval of proposed method of dewatering.
4. No Sanitary sewer shall be used for disposal of trench water.

B. Protection of Existing Utilities:
1. Notify all utilities of location and schedule of work.
2. Locations and elevations of utilities shown on plans are to be considered approximate only. Notify utility and Engineer of conflicts between existing and proposed facilities.
3. Repair, relay or replace existing utilities damaged, destroyed or disrupted during work. Unless specified otherwise, replacement will be at the Contractors expense.

C. Sheeting, Shoring and Bracing
1. All sheeting, shoring, and bracing shall be in accordance with the Excavation Safety System Plan, these specifications and the safety requirements of the State and OSHA Standards.
2. Provide as necessary, to hold walls of excavation, prevent damage to adjacent structures, and to protect workmen and property.

3. Leave Sheeting and shoring in place where removal might cause damage to work or otherwise indicated on drawings.
4. When movable trench shield is used below spring line of pipe, it shall be lifted prior to any forward movement to avoid pipe displacement.

D. Changes in Grade
1. Grades may be adjusted 1.5 feet (plus or minus) from plan grades to suit unforeseen construction conflicts or conditions with prior approval of Engineer.
2. No additional compensation will be made for such changes.

3.02 EXCAVATION AND TRENCHING

A. General
1. Method of excavation at Contractor's option.
2. Allow no more than 300 feet of trench to be open at one time.
3. Excavate by hand under tree roots 3 inches and larger, and under and around structures and utilities.
4. Stockpile and replace topsoil to a minimum of 8-inches for surface restoration in grassed or agricultural areas.

B. Trench Characteristics
1. Depth
   a. As indicated for pipe installation to lines and grades required with proper allowance for thickness of pipe and type of bedding specified or indicated.
2. Width
   a. Minimum trench width shall be pipe O.D. plus 16 inches or pipe O.D. × 1.25 + 12 inches, whichever is greater.
   b. Maximum width as follows:

Pipe Size Inches	Maximum Trench Width
4	2-feet 0-inches
6	2-feet 0-inches
8	2-feet 4-inches
10	2-feet 4-inches
12	2-feet 6-inches
15	2-feet 9-inches
18	3-feet 0-inches
Over 18	Pipe O.D. × 2

3. Trench walls must be vertical below top of pipe and may be vertical or sloped above pipe to conform to excavating codes.
4. Provide bell holes for each pipe joint where pipe bears on undisturbed earth.
5. Trench bottom shall be free of large stones and other foreign material.

3.03 SOFT, SPONGY OR UNSTABLE MATERIALS (e.g. peat, muck, and highly expansive soils)

A. Stop work and notify Engineer.

B. Perform remedial work as directed.

C. If material is judged unsuitable and removal is authorized, remove and replace with trench stabilizing material as directed by Engineer.

3.04 ROCK EXCAVATION

A. Excavate any rock to maintain minimum 6-inch clearance around pipe.

B. Dispose of rock material not suitable for backfill as directed by Engineer.

C. Use of explosives not permitted without prior written authorization from owner and Engineer.

D. Provide Special Hazard Insurance covering liability for blasting operations.

3.05 PIPE EMBEDMENT

A. Bedding
1. Place after bottom of trench has been excavated to proper depth and grade.
2. Place, compact and shape bedding material to conform to barrel of pipe and bell to insure continuous firm bedding for fill length of pipe.
3. Provide bedding as described in following table unless indicated otherwise on Plans or in Special Conditions.

	Pipe Material	Minimum Bedding Class
1.	Non-reinforced Concrete Pipe	Class C
3.	Reinforced Concrete Pipe	Class D
4.	Ductile Iron Pipe	Class D
5.	Steel Cylinder	Class C
6.	Flexible (PVC) or Composite Pipe	Class I, II, and III*

*Refer to ASTM D2321 and standard pipe bedding details in the Drawings.

B. Haunching (bottom of pipe to springline)
1. Haunching shall be same material used for bedding.
2. Place after pipe has been bedded and checked for alignment, grade and internal obstructions.
3. Do not backfill until concrete or mortar has sufficiently cured.
4. Record location of connections and appurtenances before backfilling.
5. Work bedding under pipe haunches and compact by hand to springline of pipe in 6-inch maximum lifts.

C. Initial Backfill
1. Initial backfill shall be same material used for bedding.
2. From springline to not less than 6-inches above top of pipe, place backfill and compact in 6-inch layers using vibratory compactors.
3. Backfill simultaneously on both sides of pipe to prevent displacement.

3.06 TRENCH BACKFILL

A. Final Backfill
1. Place backfill into trench at an angle so that impact on installed pipe is minimized.
2. Compaction of all backfill material shall be performed in a manner that shall not crack, crush, and/or cause the installed pipe to be moved from the established grade and/or alignment.
3. Place cushion of 4-foot compacted backfill above pipe envelope before using heavy compacting equipment.
4. Use excavated material for final backfill subject to the requirements stated for Select Backfill unless otherwise specified.
5. Areas under or within 5 feet of pavement, and under or within 2 feet of utilities, buildings, or walks shall be backfilled with sand and mechanically compacted to the top of the subgrade in 8 inch lifts to a minimum of 95% Standard Proctor Density.
6. Areas not subject to vehicular traffic shall be backfilled in layers not more than 12-inches.
7. Structural and non structural backfill shall be mechanically compacted. Compaction method is at discretion of Contractor with following exceptions:
   a. If in Owner's opinion compaction method presents potential damage to pipe, it will not be

allowed.

b. Flooding or water jetting may be permitted only if a geotechnical report justifying the use of water jetting/puddling is submitted to the Engineer by a qualified laboratory and the Engineer approves.

8. Mound excavated materials no greater than 6-inches in open areas only.
9. Fill upper portion of trench with topsoil as specified hereinbefore.

B. Controlled Density Fill
1. Use where shown on plans.
2. Provide suitable forms to limit volume of control density fill material.
3. Prevent flow of material into existing drain lines.
4. Protect exposed utility lines during placement.
5. Place material in accordance with suppliers' written recommendations unless directed otherwise by Engineer.

3.07 EXCESS MATERIAL

A. Waste of excess excavated material shall be the responsibility of the Contractor.

3.08 TESTING

A. Unless specified elsewhere, testing will be responsibility of Owner.

B. Standard Proctor Density
1. ASTM D698.
2. One (1) required for each type of material encountered.

C. In Place Density
1. ASTM D1556 (Sand Cone)
2. ASTM D2167 (Balloon)
3. ASTM D3017 (Nuclear)

D. One (1) test per 250 linear feet of trench on alternating lifts, with a minimum of three tests per visit, for non-structural areas. One (1) test per 100 linear feet of trench on alternating lifts, with a minimum of three tests per visit, for structural areas.

E. Contractor will be responsible for any costs associated with testing performed as a result of failed tests.

PART 4 - MEASUREMENT AND PAYMENT

4.01 TRENCH EXCAVATION

A. Trench excavation shall be considered incidental to pipeline installation.

B. Payment shall be made at the contract unit price per cubic yard <u>only</u> if a bid item is established in the contract.

4.02 BACKFILL

A. Payment for backfill shall be made at the contract unit price per cubic yard <u>only</u> if a separate bid item is established in the contract, otherwise it shall be considered incidental to the pipeline installation.

B. No allowance for waste shall be made.

C. If Engineer orders an initial backfill material other than that specified in contract, it shall be paid for as an extra in price per cubic yard as compacted in place, EXCEPT if a higher class embedment is ordered by Engineer because the Contractor has over-excavated the trench width.

D. If the Engineer orders the excavated material to be removed and disposed of and replaced with another material and a separate bid item is not established as a bid item, the material shall be paid as an extra.

E. If the Contractor fails to compact the backfill to the density requirements, the Engineer may order the material removed and replaced at no cost to the Owner.

F. The disposal of rejected material shall be at no cost to the Owner.

END OF SECTION

SECTION 02225

EXCAVATION, BACKFILL, AND COMPACTION FOR UTILITIES

PART 1 - GENERAL

1.1 SECTION INCLUDES:

A. Excavating, trenching, backfilling and compacting for water distribution mains, sanitary sewers, manholes, drainage and other utility systems and appurtenances, and the disposal of excess excavated material.

1.2 RELATED SECTIONS:

A. Grading and earthwork - Section 02210.

B. Excavating, Backfilling and Compacting for Pavement - Section 02226.

1.3 REFERENCES:

A. ASTM C33 - Concrete Aggregates.

B. ASTM D4318 - Liquid Limit, Plastic Limit and Plasticity Index of Soils.

C. ASTM D698 - Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 lbf/ft^3).

1.4 PROTECTION OR REMOVAL OF UTILITY LINES:

A. The Contractor shall anticipate all underground obstructions such as, but not limited to, water mains, gas lines, storm and sanitary sewers, telephone or electric light or power ducts, concrete, and debris. Any such lines or obstructions indicated on the Drawings show only the approximate locations and shall be verified in the field by the Contractor. The Engineer will endeavor to familiarize the Contractor with all known utilities and obstructions, but this shall not relieve the Contractor from full responsibility in anticipating all underground obstructions whether or not shown on the Drawings.

B. The Contractor shall, at his own expense, maintain in proper working order and without interruption of service all existing utilities and services which may be encountered in the work, except that with the consent of the Utility Owner such service connections may be temporarily interrupted to permit the Contractor to remove designated lines or to make temporary changes in the locations thereof as will aid in the completion of the work and at the same time maintain service to the property so originally benefited. The cost of making any temporary changes shall be at the Contractor's expense.

C. Before starting construction, the Contractor shall notify all utility companies involved to have their utilities located and marked in the field. All underground utilities shall then be uncovered to verify location and elevation before construction begins. The Contractor shall obtain all necessary permits.

PART 2 - PRODUCTS

2.1 EARTH BACKFILL:

A. Earth Backfill shall be free of lumps, stones, trash and spongy or otherwise objectionable material, and shall be approved by the Engineer. Approved backfill material may be from the excavation or borrowed.

2.2 SAND:

A. Use sand that is free from clay lumps, organic and other deleterious material, and having a plasticity index of not less than 4 or greater than 12, as determined by ASTM D424.

2.3 CRUSHED ROCK:

A. Provide durable crushed rock free of clay lumps, organic or other deleterious material. Crushed rock size shall be No. 57 or No. 67 in accordance with ASTM C33 Grading Requirements for Coarse Aggregates.

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION:

A. Examine utility routes and coordinate excavation work to eliminate installation conflicts.

B. Allow room for stockpiling excavated material and utility construction material during utility construction.

3.2 TRENCH EXCAVATION:

A. Procedure: Excavate to indicated or specified depths.
   1. Excavate by open cut.
   2. Do not use excavated material composed of rocks, chunks or clods larger than 6-inches for backfill. Dispose of such material and provide other suitable material for backfill without additional expense.
   3. During excavation, stock pile material suitable for backfilling in an orderly manner far enough from the bank of the trench to avoid overloading, slides or cave-ins.
   4. Grade as necessary to prevent surface water from flowing into trenches or other excavations.
   5. Cut banks of trench in pipe zone as nearly vertical as practical. Remove stones as necessary to avoid point-bearing. Over-excavate wet or unstable soil from the trench bottom to permit construction of a more stable bed for pipe. Over excavation shall be filled and tamped with cement sand or other approved material to the required grade.
   6. Dig the trench the proper width as shown. If the trench width below the top of pipe is wider than specified in this Section or shown on Civil Drawings, then install additional cement-sand compacted backfill. No additional payment will be made.
   7. Accurately grade the trench bottom to provide proper bedding as required for pipe installation.
   8. If any excavation is carried beyond the lines and grades required or authorized, the Contractor shall, at his own expense, fill such space with concrete or other suitable material as directed by the Engineer. No additional payment will be made.

B. Pipe Zone: The pipe zone is defined as including the pipe bedding, backfill to one-half the pipe diameter (the springline) and the initial backfill to 12 inches above the top of the pipe.

C. Pipe Bedding:
   Class B Bedding: Accurately grade the bottom of the trench 6 inches below the bottom of the pipe and limit clear space on either side of the pipe to 9 inches at and below the top of the pipe. Place a minimum of 6 inches of natural rock or select fill up to the flow line of the pipe or above before pipe is laid. Install pipe and place additional crushed rock around the pipe and to the springline of the pipe. Lightly compact the crushed rock by tamping with mechanical tamper. Complete bedding with compacted sand to 12-inches above the top of the pipe. Crushed rock or select fill shall conform to size and gradation specified in Article 2.3 or Sect. 2234, 2.1.A.1 above.

D. Water in Excavation: Keep work free from ground or surface water at all times. Provide pumps of adequate capacity or other approved method to remove water from the excavation in such a manner that it will not interfere with the progress of the work or the proper placing of other work. Ground or surface water will not be allowed to drain into or be pumped into an existing sanitary sewer system. If the work includes connection to an existing sanitary sewer, a temporary water-tight plug shall be installed and maintained within the pipe for the duration of the contract and bedding material interrupted in a manner approved by the Engineer to isolate new construction from the existing system.

E. Do not endanger spread footings with trench excavations. Trench excavations shall not encroach within the area below a footing defined by a 1:1 slope away from the bottom corner of any footing.

3.3 UTILITY INSTALLATION:

A. Storm Sewer Culverts: Grade trenches to the line and grade required for proper installation of the pipe. Provide Class B bedding for concrete pipe or culvert installation.

B. Excavation for Appurtenances: Excavate sufficiently for manholes, utility pull boxes, barscreen structure, and similar structures to leave at least 2 feet clear between the outer surfaces and the embankment or timber that may be used to hold and protect the banks. Any over-depth excavation below such appurtenances not directed will be considered unauthorized and will be refilled with cement-sand or concrete, as directed by the Engineer, at no additional cost to the Owner.

3.4 BACKFILLING:

A. Criteria: Do not backfill trenches to a point greater than 2 feet above top of pipe until all required pressure tests are performed and utility systems as installed conform to specified requirements of appropriate sections. Backfill trenches to ground surface with material as specified. Reopen trenches improperly backfilled to depth required for proper compaction. Refill and recompact as specified, or otherwise correct the condition in an approved manner.

B. Open Areas:
1. In the pipe zone, place backfill (bedding) evenly and carefully around, under and over pipe in lifts no thicker than 6 inches. Compact with mechanical hand tampers to 95 percent density according to ASTM D698, until there is a cover of not less than 1 foot over utility lines. Use bedding and backfill material as scheduled for on plans. Take special care not to damage pipe wrapping or coating.
2. Above the pipe zone, deposit earth backfill in 8-inch lifts. Compact each lift to 95 percent maximum dry density according to ASTM D698 at minus 1 to plus 3 percent of optimum moisture content.
3. All forms, lumber, trash and debris shall be removed from trenches, manholes and other utility structures. Backfill for manholes, utility pull boxes, solid waste wash rack, and other utility structures shall be placed symmetrically on all sides in lifts no thicker than 8 inches. Each lift shall be compacted to 95 percent dry density according to ASTM D698. Use cement-sand backfill material of optimum moisture content to depth indicated and then complete backfilling with earth backfill to grade, compacted at a moisture content from minus 1 to plus 3 percent of optimum, allowing for depth of topsoil.

C. Pavement Sections:
1. In the pipe zone, deposit cement-sand backfill material in 6-inch lifts. Compact each lift to 95 percent density according to ASTM D698.
2. Above the pipe zone, deposit scheduled backfill in 8-inch lifts. Compact each lift to 95 percent maximum dry density according to ASTM D698 at optimum moisture content. Cement-sand backfill material shall be placed as required by the

construction drawings. Cure cement-sand layer at least 3 days before placing pavement.

3. For manholes and utility pull boxes in pavement sections, backfill with cement-sand to bottom of proposed pavement. Cure cement-sand layer at least 3 days before placing pavement. Cement sand back fill material shall be deposited in 8-inch lifts, compacted to 95 percent density according to ASTM D698.

3.5 TEST FOR DISPLACEMENT OF SANITARY SEWERS:

A. All plastic pipe shall be tested for deflection by pulling a mandrel with an outside diameter equal to 95 percent of the original inside diameter of the pipe through the pipe after backfilling is complete. Mandrel shall be pulled by hand line. Should the mandrel meet any resistance, the Contractor shall clean the line, or correct the resistance, and repeat the test. Any pipe not meeting this test shall be removed and installed, or replaced if damaged.

3.6 DISPOSAL OF EXCESS MATERIAL:

A. Excess Excavated Material (soil material free of trees, stumps, logs, brush, roots, rubbish and other objectionable matter which has been accepted by the Owner): Remove excess excavated material from the construction site before Pre-final Inspection. Approved excess material shall be deposited on the Owner's property as directed by the Owner.

B. Waste Material (soil material including trees, stumps, logs, brush, roots, rubbish and other objectionable matter which has not been accepted by the Owner): Remove waste material from the project site before Pre-final Inspection. Legally dispose of material at a licensed site or with written and notarized permission from the property owner for a private disposal site. All costs associated with waste material removal and disposal shall be paid for by the Contractor.

PART 4 - TESTING AND CONTROL

A. The testing laboratory will make tests of in-place density in accordance with ASTM Standards. Backfill operations will be monitored continuously by the testing laboratory at structures. It will be the responsibility of the CONTRACTOR to notify the testing laboratory before backfill operations begin.

PART 5 - MEASUREMENT AND PAYMENT

A. No separate payment shall be made to the CONTRACTOR for the work described in this Section. Such work shall be considered incidental to the project and the payments made under specific Pay Items shall be considered as full compensation for these requirements.

END OF SECTION

SECTION 02300

WATERLINES AND APPURTENANCES

1.01 DESCRIPTION

This item shall be consist of all materials and work necessary for the installation of all water mains and piping, valves, fittings fire hydrants and appurtenances.

All newly installed pipes and related products must conform to American National Standards Institute (ANSI) / NSF International Institute Standard 61 and must be certified by an organization accredited by ANSI [§ 290.44(a)(1)]

1.02 PIPING

Plastic Piping for use in Public Water Systems must bear the National Sanitation Foundation Seal of Approval (NSF pw-G)

A. 4" Through 12" Piping.

All four inch (4") through six inch (6") pipe shall be PVC C900, (DR 25), pressure Class 165 PSI pipe meeting the requirements of AWWA C900, or as otherwise indicated on plans, with bell and spigot push together rubber gasketed joints. JM Eagle "Blue Brute" with "Ring-Tite" flexible rubber rings, Certainteed "Vinyl-Iron" with "Fluid-Tite" gaskets, or approved equal.

B. 16" and 20” Piping.

1. PVC, PR165, Molecularly Oriented, Poly Vinyl Chloride (PVCO). Pipe shall conform to AWWA C-909, latest revision.Upon or ETI Company Ultra-blue CIOD or equal.

OR

2. Large diameter PVC pressure pipe DR-25, 165 PSI pressure Class rating with bell and spigot push together rubber gasketed joints. Pipe shall conform to AWWA C-905, latest revision. J-M Pipe "Big Blue", Certainteed "Water Transmission Pipe" or approved equal.

C. Ductile Iron Piping

The use of pipes and pipe fittings that contain for the 0.25% lead or solders and fluz that contains more than 0.20% lead is prohibited pursuant to 30 TAC §290.44(b)(1)

Ductile iron pipe, with push-on joints, shall be pressure Class 350 and in accordance with AWWA C151A21.51 specifications. Rubber gaskets shall conform to AWWA C111/A21.11 standards. U.S. Pipe Tyton Joint or equal.

Ductile iron pipe, with flanged joints, shall be Class 54 and be in accordance with AWWA C151/A21.5 specifications. Threads for the threaded flanged pipe shall conform to ANSI B2.1. U.S. Pipe Flanged Pipe or equal.

All ductile iron pipe shall have a cement mortor lining in accordance with AWWA specification C104. Outside shall have coal tar coating and shall be wrapped with polyethylene 8 mill encasement wrap and tied before laying or installation through pipe casings. Polyethylene encasement wrap shall conform to AWWA C105, latest revision.

1.03 VALVES

A. GATE VALVES

Gate valves shall conform to AWWA C-509, or latest revision. Gate valves shall be resilient seated wedge. Gate valves shall be iron body with resilient rubber seat ring no rising stem, with o-ring seals. The wedge shall be covered with rubber. All internal and external ferrous surface of the valve, including the interior of the gate, shall be coated with epoxy having a minimum thickness of 8 mils. Coating to be applied to castings prior to assembly to insure all exposed areas, including bolt holes and flange face surfaces, will be covered. All gates valves shall be wrapped with two layer of 6 mils (min.) polyethylene plastic. Valves to have flange, mechanical joint or push-on ends as otherwise indicated on plans. Ends shall conform to the Standard Specification of the American Standards Association.

American Darling CRS-80- NRS or approved equal.

Valve interior coating must meet or exceed ANSI/AWWA C-350-90.

The coating material must be for use in a drinking water system, shall be formulated from materials deemed acceptable in the Food and Drug Administration Document, Title 21 of the Code of Federal Regulation on Food Additives, Section 175.300. Resinous and polymeric coating, or the coating material shall be shown to be suitable for contact with drinking water by the manufacturer, or coating manufacturer.

B. BUTTERFLY VALVES

Butterfly valves shall be designed, manufactured, and tested in accordance with AWWA C504, latest revision. Valve body shall be Class 150 cast iron or ductile iron. Ends shall be flanged and include all jointing accessories for jointing valves to waterline. Provide flanged by mechanical joint adapters with valve. Butterfly valves are to be resilient seated and shall be located on the edge of the valve disc, offset from the shaft and seal against mating stainless steel body seat with 360° uninterrupted contact. Valve disc shall be ductile iron per ASTM A-536, grade 65-45-2. All interior wetted ferrous surfaces of the valve, including the disc, shall be coated with epoxy. The epoxy shall have a nominal thickness of 10 mils and shall be in accordance with AWWA C-550, latest revision. Manual actuators shall be manufactured and assembled to the valve by the valve manufacturer. Valves shall have a wrench nut, clockwise operation. Butterfly valves shall be used for pipe diameters of sixteen inch (16") through twenty-four inch (24").

American Darling, Class 150 Butterfly Valve, Mueller Lineseal III or approved equal.

1.04 VALVE BOX

The Contractor shall furnish and install Trench Adapter Valve Box. Valve Trench Adapters shall bey by American Flow Company or approved equal. Provide six inch (6”) concrete collar around box at grade elvations.

1.05 FITTINGS

The use of pipes and pipe fittings that contain for the 0.25% lead or solders and fluz that contains more than 0.20% lead is prohibited pursuant to 30 TAC §290.44(b)(1)

Fittings shall comply with AWWA C153 and shall have inside mortor linings conforming to AWWA Standard C104. Outside coating shall be manufactured standard coal-tar-dip coating. All fittings shall be wrapped with a minimum of six (6) mill of polyethylene or similar plastic wrap and tied. Tyler Pipe or equal.

Provide a joint restraint device, in addition to thrust blocks, at each mechanical joint at fittings. Joint restraint shall be Ford Uni-Flange, Series 1300 or approved equal.
16" Fittings for PVC Pipe-Ductile mechanical joint, AWWA C153, Class 350, short body or as otherwise indicated on plans.

6", 8", and 12" Fittings for PVC Pipe-Ductile iron mechanical joint, AWWA C153, Class 350, short body or as otherwise indicated on plans.

Fittings shall be manufactured by Tyler Pipe or equal.

1.06 FIRE HYDRANTS

The fire hydrants shall be AWWA Type, C-502-85, or latest revision, 3-way fire hydrants. The interior of the shoe including valve plate and stem cap nut, shall have a protective coating of a two part thermosetting epoxy of a least four mills. Each hydrant shall have two - 2 1/2 hose nozzles, one pumper nossle with national Standard hose couplings threads, pentagon operating nut. Fire hydrant to have push-on or mechanical joint base connections and be of the size shown on the plans and shall be painted yellow. American-Darling 6" B-84-B, Mueller Co., A423 or equal.

1.07 CONSTRUCTION METHODS

All work shall conform to the applicable provisions of "STANDARD PLUMBING CODE", current edition and as shown on the plans.

It shall be the Contractors responsibility to determine for himself the character and type of soil in which the pipe line is laid.

Trenching for the various pipes shall be of sufficient width and depth to permit accurate placement of the pipe and backfill around the pipe. Trenches shall be clean.

All water lines and mains shall have a minimum cover as indicated on plans and have a nine foot (9') horizontal and/or two foot (2') vertical separation (water line above) from sewer line unless otherwise shown or prior approval is obtained from Engineer.

Proper barricades and flares shall be placed and maintained to assure maximum traffic and pedestrian safety, or as directed by local or state authorities.

Clearing will be required along some lines. Where trees, stumps, or roots are encountered, they shall be cut disposed of as the Engineer may direct. All roots shall be cut off flush with the side of the trench. Tunneling will not be permitted except where required under the Railroad and State Highway, or upon written approval of the Engineer in each case which arises.

Valves shall be carefully handled and lowered into position by mechanical equipment in such manner as to prevent damage to any part of the valves. The valve shall be placed in proper position with stem truly vertical or horizontal as the case may be, and shall be securely held until all connections have been made.

After the valve box is in place, backfill material shall be firmly tamped around the outside so as to hold the box in proper position. The top of the box shall be adjusted to the proper elevation and securely held in place. Install six inch (6") concrete collar at grade elevation.

The valve and line shall be laid with sufficient excavation under the valve to for the thrust block as per the plans. Prior to pouring the thrust block as per plans. Prior to pouring the thrust block the valve shall be wrapped with two (2) layers of heavy visquine and tied at the top of the sealing gland collar.

Owner will make formal application for rights to cross canals, railroads, highways, etc., but Contractor must cooperate fully with agencies involved while construction in areas controlled by such agencies. The Contractor shall make all necessary arrangements for crossing, passing, or removing the replacing fences, roads, street surfaces, telephone, and telegraph lines and power lines, pipe lines, culverts, disturbance of shrubs, sod, etc., and shall include the cost of such work in his unit price bid on the pipe in place.

Ditching and pipelaying shall uniformly in a straight line and to uniform elevations unless otherwise specified on plans. Pipe fittings, and valves shall be carefully handled to avoid damage, and while they are suspended over the trench before lowering, they shall be inspected for defects. Any defective, damaged, or unsound material shall be replaced as directed by the Engineer.

Pipe laid on trench bottom: Pipe shall be laid directly on a trench bottom sand bedding containing coupling holes and shaped to provide continuous contact with the pipe between coupling holes.

Before the pipe is lowered into the trench: 1) a coupling hole shall be dug with sufficient length, width, and depth to permit assembly and provide a minimum clearance of 2 inches between coupling and trench sand bottom; and 2) the trench bottom between coupling holes shall be made flat and cut true and even to grade so to provide continuous contact of the trench bottom with the pipe.

Implements, tools, and facilities satisfactory to the Engineer shall be provided and used by the Contractor for the safe and efficient execution of the work. All pipes, fittings, valves, hydrants, and accessories shall be carefully lowered into the trench with suitable equipment in a manner that will prevent damage to the pipe and fittings. Under no circumstances shall pipe or accessories be dropped or dumped into the trench or machine ends of pipe and accessories before it is lowered into position in the trench. Pipe shall be kept clean by means approved by the Engineer during and after laying.

The machined ends of pipe to be jointed, the coupling grooves, and rubber rings shall be cleaned immediately before assembly, and assembly shall be made as recommended by the manufacturer. Each pipe joint shall be sealed with a coupling consisting of an asbestos-cement sleeve and two rubber rings. The location of field-assembled rings shall be checked with a suitable gauge to verify that rubber rings are in the required position. Pipe shall not be defected either vertically or horizontally more than the limits recommended by the manufacturer.

When pipe laying is not in progress, the open ends of installed pipe shall be closed by approved means to prevent entrance of trench water into the line. Whenever water is excluded from the interior of the pipe, enough backfill shall be placed on the pipe to prevent floating. Any pipe that has floated shall be removed from the trench and relaid as directed by the engineer. No pipe shall be laid in wet trench conditions that preclude proper bedding, or on a frozen trench bottom

or when, in the opinion of the Engineer, the trench conditions or the weather are unsuitable for proper installation.

1.08 GENERAL

Before valves, hydrants, or fittings are laid, all lumps, blisters, and excess coating shall be removed from the bell. The inside of the bell shall then be wire-brushed and both the inside of the bell and the spigot end of the pipe wiped clean and dry. All surfaces to be joined shall be kept clean until joints are made.

1.09 WET CONNECTIONS

Schedules of existing fittings and proposed new fittings needed to make wet connections to existing water lines, as shown on plans, are estimates only. It is to be recognized that after existing lines and fittings are uncovered that some discrepancies will occur. Where discrepancies occur, the Contractor shall request a decision by Engineer as to how connections in questions shall be made.

Contractor shall plan his work concerning wet connections in such a way that a minimum of inconvenience shall occur to existing water customer due to water service interruptions. Before water service interruptions are made to customers, Contractor shall notify designated Official, and cooperate with operating personnel in every way to minimized service interruptions due to wet connections.

It is also to be recognized that in certain locations other utility lines or conduits will be obstructions in the normal path of proposed water lines. In such instances gravity lines of all kinds hold priority as to grade over water pressure lines, gas lines, electric conduits, or other obstructing underground conduits. Where other obstructing conduits or combination of conduits are encountered, Contractor is to analyze conditions carefully and then use best judgement in determining proper method of proceeding through obstructed area with water line construction.

1.010 WATER FOR TEST

Water for filling the line and making tests will be furnished by the Owner.

Cost of water for retesting will be paid by the Contractor.

1.011 VALVE OPERATION

All valves and hydrants shall be operated under the supervision of the Owner Personnel only.

1.012 PRESSURE AND LEAKAGE TESTING

After the pipe has been laid and backfilled, all pipe shall be subject to two (2) hour hydrostatic pressure equal to 120 PSI pressure or the pressure rating of the pipe whichever is higher.

Individual test sections should **not** exceed 1000 feet in length. All valves shall be tested for leakage in the closed position.

A. TIME OF MAKING TESTS

Test shall be made only after completion of backfill and not until at least thirty-six (36) hours after the last concrete thrust block has been cast with high early strength concrete

or at least seven (7) days after the last concrete thrust block has been cast with standard concrete.

B. DURATION OF TEST

The duration of each pressure test shall be two (2) hours at 120 psi or the pressure rating of the pipe whichever is higher unless otherwise specified.

C. PROCEDURE

Each section of pipe line shall be slowly filled with water and the specified test pressure measured at the point of lowest elevation shall be applied by means of a pump and connected to one inch (1") disc type water meter. The meter shall be protected against extreme pressures by the use of one inch (1") safety relief valve set at the test pressure plus ten pound per square inch. The meter shall be directly connected to the main or pipe being tested by the use of copper tubing or an approved reinforced hose.

D. EXPELLING AIR BEFORE TESTS

During the filling of the pipe and before applying the specified test pressure, all air shall be expelled from the pipe line. To accomplish this, taps shall be made, if necessary to a point or points of highest elevation. After completion of the tests, the taps shall be tightly plugged unless otherwise specified.

E. EXAMINATION OF THE LINE UNDER PRESSURES

During the test, all leaking pipe, fittings, valves, hydrants, and joints shall be corrected immediately the Contractor. If the leaking is due to cracked or defective material, the defective material shall be removed and replaced by the Contractor with sound material.

F. TESTING OF 16", 20" AND 24" BUTTERFLY VALVES

All 16" and 20" butterfly valves shall be tested for leakage in the closed position. Contractor shall, while conducting line hydrostatic test, section water line testing so that each valve is tested for leakage.

Minimum test is 2 hours at 120 psi or the pressure rating of the pipe whichever is higher.

G. OVERALL PERMISSIBLE LEAKAGE

1. PVC PIPING

No pipe installation will be accepted until or unless this leakage is less than the following at a 120 psi pressure:

4 in-0.29 gal/hr/1000 LF or 50 joints
6 in-0.44 gal/hr/1000 LF or 50 joints
8 in-0.59 gal/hr/1000 LF or 50 joints
10 in-0.74 gal/hr/1000 LF or 50 joints
12 in-0.89 gal/hr/1000 LF or 50 joints
14 in-1.03 gal/hr/1000 LF or 50 joints
16 in-1.18 gal/hr/1000 LF or 50 joints
20 in-1.48 gal/hr/1000 LF or 50 joints
24 in-1.78 gal/hr/1000 LF or 50 joints

Leakage is based upon formula:

$$Q = \frac{LD\sqrt{P}}{148{,}000}$$

Where:

Q = Allowable leakage in gallons/hour
L = Number of joints in length of pipe being tested
D = Nominal diameter of pipe in inches
P = Average test pressure during leakage test in pounds per square inch

1.013 STERILIZING THE PIPE LINE AND CONNECTING TO DISTRIBUTION SYSTEM

As each joint of pipe is laid, the Contractor, unless otherwise specified by the Water superintendent, shall throw powdered calcium hypochlorite (70%) through the length of the joint. One (1) pound for each 1680 gallons of water to give 50 ppm. when the line is completed and before testing, same shall be slowly filled with water between valves and allowed to stand for 48 hours. Before being put into use, the pipe line shall be sterilized throughout and bacteriologically tested in accordance with AWWA Standard C601.

During the sterilizing, all valves shall be operated under supervision of the Owner Personnel only.

1.014 DECHLORINATION OF DISINFECTION WATER

All water used for disinfection shall be dechlorated. Dechlorination of disinfecting water shall be in strict accordance with current American Water Works Association (AWWA) Standard C655-09 or most recent.

1.015 FLUSHING

After disinfection and leakage test, all lines shall be thoroughly flushed at fire hydrants with Owner water until all residual chlorine above 3 ppm dissipates.

1.016 CONNECTIONS TO THE OWNER DISTRIBUTION SYSTEM

Connections to the Water System shall be made under the supervision of the Owner Personnel. **No** connection shall be made between the new piping and the Owner system prior to approval by the Owner.

END OF SECTION

SECTION 02930

SEED AND FERTILIZE

PART 1 GENERAL

1.01 DESCRIPTION

A. Provide topsoil, fine grading, fertilizer and hydromulching as indicated on the Drawings, or if not specifically shown, to all areas disturbed by the work.

1.02 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver fertilizer, as specified, to site in original, sealed containers bearing manufacturer's guaranteed statement of analysis.

B. Store fertilizer in weatherproof locations.

1.03 QUALITY ASSURANCE

A. Water: Will be available on site. Provide necessary hoses and other watering equipment required to complete work.

B. Maintenance: Until final acceptance, and until an approved stand of grass is achieved, maintain plantings by watering, cultivating, mowing, weeding, spraying, cleaning and replacing as necessary to keep plants in a vigorous, healthy condition.

1. Watering: As necessary to keep top 2 inches of soil moist. Coordinate with Irrigation Contractor.

2. Mowing: Mow newly planted grass areas weekly after initial growth reaches 2-1/2 inches.

3. Weeding: Remove weeks and foreign grass over plant areas at least once a week. Herbicides may be used only when approved by Engineer.

1.04 CONDITION OF SURFACES

A. Lawn areas will be left at ±.1 foot below finish grade. Provide a minimum of two inches (2") of graded good quality topsoil.

1.05 ACCEPTANCE

A. The work will be accepted when a completed, undamaged stand of permanent Bermudagrass is achieved, as approved by Engineer.

1.06 SEEDING SCHEDULES

A. Annual Ryegrass (if applicable): October through February.

B. Bermudagrass: March through September.

PART 2 MATERIALS

2.01 GRASS

A. Seed:

1. Bermudagrass (Cynodon dactylon): Extra fancy, hulled and treated lawn type seed with purity of 95% or better and germination of 85% or better, and per requirements of Texas Seed Law. Weed content less than ½%. No noxious weeds.

2. Annual Italian Ryegrass (Lolium perenne): Purity of 95% or better and germination of 90% or better, per the requirements of Texas Seed Law. Weed content less that ½%. No noxious weeds.

2.02 FERTILIZER

A. Provide a complete fertilizer, part of the elements of which are derived from organic sources and shall include trace elements. Fillers to be sulphur and iron sulphate.

1. First Application: 10-10-10 or similar analysis with minimum 8% sulphur and 4% iron, plus micronutrients.

2. Second Application: 20-5-10 or similar analysis. Nitrogen source to be a minimum of 50% slow release organic nitrogen (SCU or UF) plus minimum 8% sulphur and 4% iron plus micronutrients.

2.03 MULCH FIBER

A. Wood cellulose fiber for hydromulch – Weyerhauser or Conweb with green color additive.

2.04 TACKIFIER

A. Natural, non-asphaltic vegetable gum with gelling and hardening agents.

2.05 SHARP SAND

A. Clean, washed sand (fine aggregate) – ASTM C-33.

PART 3 EXECUTION

3.01 PREPARATION

A. Grading: Verify that lawn areas have been graded as shown on plans.

3.02 FINAL GRADING/SEED BED PREPARATION

A. Loosen areas to be grassed and fine rake to break up lumps and produce a smooth, even grade, free from unsightly variations, ridges or depressions.

B. Remove and dispose stones 1 inch or larger, sticks, roots, other debris and grass stubble exposed during this operation.

C. Install a minimum of two inches (2”) of good quality topsoil.

D. Do not vary final grades more than 0.1 foot from finish elevations.

E. Receive approval of fine grading from Engineer prior to grass planting.

3.03 FERTILIZING

A. Fertilize Bermudagrass only.

B. First Application

1. Distribute 10-10-10 fertilizer uniformly at a rate of 15 pounds per 1,000 square feet after initial germination.

C. Second Application

1. Repeat fertilization with 20-5-10 commercial fertilizer after the first two cuttings at rate of 15 pounds per 1,000 square feet.

D. Water: Immediately water in fertilizer after each application.

3.04 GRASS PLANTING

A. Refer to seeding schedule and proceed with appropriate grass planting.

B. Hydromulching:

1. At time of seeding, soil to be moist but not muddy and wind velocity shall not exceed 10 miles per hour. Add water if required to moisten soil.

2. Complete final grading and hydromulch Ryegrass seed evenly at rate of five (5) pounds per 1,000 square feet with wood cellulose fiber at rate of fifty (50) pounds per 1,000 square feet.

3. Complete final grading and hydromulch Bermudagrass seed evenly at rate of two (2) pounds per 1,000 square feet with wood cellulose fiber at rate of fifty (50) pounds per 1,000 square feet.

4. Add tackifier to mix for slopes 4:1 or greater at rate of one pound per bag of mulch.

3.05 RYE GRASS REMOVAL

A. Spray Rye grass areas with a light application (1 qt./acre) of glyphosate herbicide carefully following manufacturer's recommendations. Do not apply this spray when wind velocity is greater than 10 mph.

B. Once grass has died, scalp areas by mowing to a height of approximately 1 inch. Collect clippings and legally dispose off site.

3.06 PERFORMANCE

A. Establish a dense lawn of permanent Bermudagrass, free from lumps and depressions.

B. Regrass any area failing to show uniform cover. Such replacement shall continue until a dense lawn is established. Scattered bare spots will not be allowed.

C. Mow and edge lawn a minimum of three times, each time after the lawn has reached a height of 2-1/2 inches to 3 inches. Mow to a height of 2 inches returning the clippings to lawn.

3.07 GRADE MAINTENANCE AND EROSION DAMAGE

A. Maintain original grades of lawn areas after commencement of planting and during maintenance period.

B. Provide surface repair to ruts, ridges, tracks. Replant areas required for final acceptance.

3.08 ACCEPTANCE

A. The work will be accepted when a completed, undamaged stand of grass is achieved, as approved by Engineer.

3.09 CLEAN UP

A. Keep premises neat and orderly including organization of storage areas. Remove trash and debris resulting from lawn preparation from site daily as work progresses. Leave paved areas in a broom clean condition by sweeping or hosing.

END OF SECTION

Division 19

TRENCH PROTECTION

SECTION 19000

TRENCH PROTECTION SYSTEM

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

A. This work shall consist of shoring, bracing, bank stabilization, bank sloping, providing trench boxes or trench shields or other equivalent means to protect employees from the effects of moving ground or cave-ins for all trenches 5-feet or more in depth.

B. All work shall be done in conformance with OSHA Safety and Health Standards (29 CFR 1926/1010 Chapter XVII Subpart P-Excavations, Trenching and Shoring.).

C. Trench safety plan shall be submitted by a Texas Registered Professional Engineer 30 days prior to commencement of any trenching operation in accordance with the Special Provisions of the specifications.

1.02 DEFINITIONS APPLICABLE TO THIS SPECIFICATION

A. "Accepted engineering requirements (or practices)" - Those requirements or practices which are compatible with standards required a Registered Professional Engineer, or other duly licensed or recognized authority.

B. "Angle of repose" - The greatest angle above the horizontal plane at which a material will lie without sliding.

C. "Bank" - A mass of soil rising above a digging level.

D. "Belled excavation" - A part of shaft or footing excavation, usually near the bottom and bell-shaped; i.e., an enlargement of the cross section above.

E. "Braces (trench)" - The horizontal members of the shoring system whose ends bear against the uprights or stringers.

F. "Excavation" - Any manmade cavity or depression in the earth's surface, including its sides, walls, or faces, formed by earth removal and producing unsupported earth conditions by reasons of the excavation. If installed forms or similar structures reduce the depth-to-width relationship, an excavation may become a trench.

G. "Faces" - See paragraph (k) of this section.

H. "Hard compact soil" - All earth materials not classified as running or unstable.

I. "Kickouts" - Accidental release or failure of a shore or brace.

J. "Sheet pile" - A pile, or sheeting, that may form one of the continuous interlocking line, or a row of timber, concrete, or steel piles, driven in close contact to provide a tight wall to resist the lateral pressure of water, adjacent earth, or other materials.

K. "Sides", "Walls", or "Faces" - The vertical or inclined earth surfaces formed as a result of excavation work.

L. "Slope" - The angle with the horizontal at which a particular earth material will stand indefinitely without movement.

M. "Stringers" (wales) - The horizontal members of a shoring system whose sides bear against the uprights or earth.

N. "Trench" - A narrow excavation made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench is not greater than 15-feet.

O. "Trench shield" - A shoring system composed of steel plates and bracing, welded or bolted together, which support the walls of a trench from the ground level to the trench bottom and which can be moved along as work progresses.

P. "Unstable soil" - Earth material, other than running, that because of its nature of the influence of related conditions, cannot be depended upon to remain in place without extra support, such as would be furnished by a system of shoring.

Q. "Uprights" - the vertical members of a shoring system.

R. "Wales" - See paragraph M of this section.

S. "Walls" - See paragraph K of this section.

PART 2 - PRODUCTS

No information for this section

PART 3 - EXECUTION

3.01 GENERAL PROTECTION REQUIREMENTS

A. Walkways, runways, and sidewalks shall be kept clear of excavated material or other obstructions and no sidewalks shall be undermined unless shored to carry a minimum live load of one hundred and twenty-five (125) pounds per square foot.

B. If planks are used for raised walkways, runways, or sidewalks they shall be laid parallel to the length of the walk and fastened together against displacement.

C. Planks shall be uniform in thickness and all exposed ends shall be provided with beveled cleats to prevent tripping.

D. Raised walkways, runways, and sidewalks shall be provided with plank steps on string stringers. Ramps, used in lieu of steps, shall be provided with cleats to insure a safe walking surface.

E. All employees shall be protected with personal protective equipment for the protection of the head, eyes, respiratory organs, hands, feet and other parts of the body as set forth in OSHA Standards.

F. Employees exposed to vehicular traffic shall be provided with and shall be instructed to wear warning vests marked with or made or reflectorized with high visibility material.

G. Employees subjected to hazardous dusts, gases, fumes, mists, or atmospheres deficient in oxygen, shall be protected with approved respiratory protection as set forth in OSHA Standards.

H. No person shall be permitted under loads handled by power shovels, derricks, or hoists. To avoid any spillage, employees shall be required to stand away from any vehicle being loaded.

I. Daily inspections of excavations shall be made by a competent person. If evidence of possible cave-ins or slides is apparent, all work in the excavation shall cease until the necessary precautions have been taken to safeguard employees.

3.02 SPECIFIC EXCAVATION REQUIREMENTS

A. Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, telephone, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined and when it is uncovered, proper supports shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation.

B. Trees, boulders, and other surface encumbrances, located so as to create a hazard employees involved in excavation work or in the vicinity thereof at any time during operations, shall be removed o made safe before excavating is begun.

C. The walls and faces of all excavations in which employees are exposed to danger from moving ground shall be guarded by a shoring system, sloping of the ground or some other equivalent means.

D. Excavations shall be inspected by a competent person after ever rainstorm or other hazard-increasing occurrence, and the protection against slides and cave-ins shall be increased if necessary.

E. The determination of the angle of repose and design of the supporting system shall be based on careful evaluation of pertinent factors such as: Depth of cut; possible variation in water content of the material while the excavation is open; anticipated changes in materials from exposure to air, sun, water, or freezing; loading imposed by structures, equipment, overlying materials, or stored material; and vibration from equipment, blasting, traffic, or other sources.

F. Supporting systems, i.e., piling, cribbing, shoring, etc., shall be designed by a qualified person and meet accepted engineering requirements. When tie rods are used to restrain the top of sheeting or other retaining systems, the rods shall be securely anchored well back of the angle of repose. When tight sheeting or sheet piling is used, full loading due to ground water table shall be assumed, unless prevented by weep holes or drains or other means. Additional stringers, ties, and bracing shall be provided to allow for any necessary temporary removal of individual supports.

G. All slops shall be excavated to at least the angle of repose except for areas where solid rock allows for line drilling or presplitting.

H. The angle of repose shall be flattened when an excavation has water conditions, silty materials, loose boulders, and areas were erosion deep frost action and slide planes appear.

I. Clearances:
   1. In excavations which employees may be required to enter, excavated or other material shall be effectively stored and retained at least 2-feet or more from the edge of the excavation.
   2. an alternative to the clearance prescribed in subparagraph 1, the Contractor may use effective barriers or other effective retaining devices in lieu thereof in order to prevent excavated or other materials from falling into the excavation.

J. Sides, slopes, and faces of all excavations shall meet accepted engineering requirements by scaling, benching, barricading, rock bolting, wire meshing, or other equally effective means. Special attention shall be given to slopes which may be adversely affected by weather or moisture content.

K. Support systems shall be planned and designed by a qualified person when excavation is in excess of 20-feet in depth, adjacent to structures or improvements, or subject to vibration or ground water.

L. Materials used for sheeting, sheet piling, cribbing, bracing, shoring and underpinning shall be in good serviceable condition, and timbers shall be sound, free from large or loose knots, and of proper dimensions.

M. Special precautions shall be taken in sloping or shoring the sides of excavations adjacent to previously backfilled excavation for a fill, particularly when the separation is less than the depth of the excavation. Particular attention also shall be paid to joints and seams of material comprising a face and the slope of such seams and joints.

N. Except in hard rock, excavations below the level of the base of footing of any foundation or retaining wall shall not be permitted, unless the wall in underpinned and all other precautions taken to ensure the stability of the adjacent walls for the protection of employees involved in excavation work or in the vicinity thereof.

O. If the stability of adjoining building or walls is endangered by excavations, shoring, bracing or underpinning shall be provided as necessary to ensure their safety. Such shoring, bracing or underpinning shall be inspected daily or more often, as conditions warrant, by a competent person the protection effectively maintained.

P. Diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering an excavation and to provide adequate drainage of the area adjacent to the excavation. Water shall not be allowed to accumulate in an excavation.

Q. If it is necessary to place or operate power shovels, derricks, trucks, materials, or other heavy objects on a level above and near an excavation, the side of the excavation shall be sheet-piled, shored, and braced as necessary to resist the extra pressure due to such superimposed loads.

R. Blasting and the use of explosives are not allowed unless authorized in other portions of the specifications.

S. When mobile equipment is utilized or allowed adjacent to excavations, substantial stop logs or barricades shall be installed. if possible, the grade should be away from the excavation.

T. Adequate barrier physical protection shall be provided at all remotely located excavations. All wells, pits shafts, etc., shall be barricaded or covered. Upon completion of exploration and similar operations, temporary wells, pits, shafts, etc. shall be backfilled.

U. If possible, dust conditions shall be kept to a minimum by the use of water, salt, calcium chloride, oil, or other means.

V. In locations where oxygen deficiency or gaseous conditions are possible, air in the excavation shall be tested. Controls, as set forth in OSHA Standards shall be established to assure acceptable atmospheric conditions. When flammable gases are present, adequate ventilation shall be provided or sources of ignition shall be eliminated. Attended emergency rescue equipment, such as breathing apparatus, a safety harness and line, basket stretcher, etc. shall be readily available where adverse atmospheric conditions may exist or develop in an excavation.

W. Where employees or equipment are required or permitted to cross over excavations, walkways or bridges with standard guardrails shall be provided.

X. Where ramps are used for employees or equipment, they shall be designed and constructed by qualified persons in accordance with accepted engineering requirements.

Y. All ladders used on excavation operations shall be in accordance with requirements of OSHA Standards.

3.03 SPECIFIC TRENCHING REQUIREMENTS

A. Banks more than 5-feet shall be shored, laid back to a stable slope or some other equivalent means of protection shall be provided where employees may be exposed to moving ground or cave-ins. Trenches less that 5-feet in depth shall also be effectively protected when examination of the ground indicates hazardous ground movement may be expected.

B. Sides of trenches in unstable or soft material, 5-feet or more in depth, shall be shored, sheeted, braced, sloped, or otherwise supported by means of sufficient strength to protect the employees working within them.

C. Sides of trenches in hard or compact soil, including embankments, shall be shored or otherwise supported when the trench is more than 5-feet in depth and 8-feet or more in length. In lieu of shoring, the sides of the trench above the 5-foot level many be sloped to preclude collapse, but shall not be steeper than a 1-foot rise to each 1/2-foot horizontal. When the outside diameter of a pipe is greater than 6-feet, a bench of 4-foot minimum shall be provided at the toe of the sloped portion.

D. Materials used for sheeting and sheet piling, bracing, shoring, and underpinning, shall be in good serviceable condition, and timbers used shall be sound and free from large or loose knots, and shall be designed and installed so as to be effective to the bottom of the excavation.

E. Additional precautions by way of shoring and bracing shall be taken to prevent slides or cave-ins when excavations or trenches are made in locations adjacent to backfilled excavations, or where excavations are subjected to vibrations from railroad or highway traffic, the operation of machinery, or any other source.

F. Employees entering bell-bottom pier holes shall be protected by the installation of a removable-type casing of sufficient strength to resist shifting of the surrounding earth. Such temporary protection shall be provided for the full depth of that part of each pier and securely fastened to shoulder harness, shall be worn by each employee entering the shafts. This lifeline shall be individually manned and separate from any line used to remove materials excavated from the bell footing.

G. Minimum requirements for trench timbering shall be in accordance with Table 19000-1. Braces and diagonal shores in a wood shoring system shall not be subjected to compressive stresses in excess of values given by the following formula:

$$S + 1300 - \frac{20L}{D}$$

$$\text{Maximum Ratio} \quad \frac{L}{D} = 50$$

Where:
L = Length, unsupported, inches
D = Least side of the timber in inches
S = Allowable stress in pounds per square inch of cross-section.

H. When employees are required to be in trenches 4-feet deep or more, an adequate means of exit, such as a ladder or steps shall be provided and located so as to require no more than 25-feet of lateral travel.

I. Bracing or shoring of trenches shall be carried along with the excavation.

J. Cross braces or trench jacks shall be placed in true horizontal position, be spaced vertically, and be secured to prevent sliding, falling, or kickouts.

K. Portable trench boxes or sliding trench shields may be used for the protection of personnel in lieu of a shoring system or sloping. Where such trench boxes or shields are used, they shall be designed, constructed, and maintained in a manner which will provide protection equal to or greater than the sheeting or shoring required for the trench. The Contractor shall provide a statement certified by a Registered Professional Engineer of the adequacy of trench boxes or shields.

L. Backfilling and removal of trench supports shall progress together from the bottom of the trench. Jacks or braces shall be released slowly and, in unstable soil, ropes shall be used to pull out the jacks or braces from above after employees have cleared the trench.

3.05 CONSTRUCTION REQUIREMENTS

A. The Contractor shall prepare and submit a **TRENCH SAFETY PLAN**. This plan of operation shall identify material, equipment, methods and installation and shall be inspected by a Registered Professional Engineer. The Contractor's Engineer shall certify the adequacy of the trench protection system and its adherence of OSHA Standards.

B. The Contractor unless provided for in the plans otherwise shall provide the minimum shoring shown in Table 19000-1 for the soil class noted in the plans.

C. Should the soil conditions differ from those specified or should ground water be encountered in the excavation, the contractor shall notify the Engineer immediately. The Contractor shall refrain from operating in that portion of the trench where changed conditions are noted until such time as an inspection of conditions takes place and the contractor is notified of measures necessary for continued operation.

PART 4- MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. Providing shoring in trenches or other alternate means in accordance with this specification shall be measured by the linear foot of trench of specified sizes or sizes of pipe in ranges of depth to the invert elevation of the pipe or structure. Additional depth for foundations, etc. shall be considered incidental to the price bid for the protection.

B. The Contractor shall provide shoring systems for construction of structures 5-feet or greater in depth. There will be no direct payment for these systems but it shall be considered incidental to the price bid for the structure.

4.02 PAYMENT

A. The unit price bid for trench protection shall be full compensation for providing acceptable shoring or other alternate means, installing, inspecting, certifying and maintaining the shoring and for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

SEE ATTACHED TABLE

END OF SECTION

TABLE 19001

TRENCH SHORING, MINIMUM REQUIREMENTS

		Size and Spacing of Members										
Depth Of Trench Feet	Kind or Condition of Earth	Uprights		Stringers		Cross Braces		Width of Trench		Maximum Spacing		
		Minimum Dimension Inches	Maximum Spacing Feet	Minimum Dimension Inches	Maximum Spacing Feet	Up to 3 Feet Inches	3-6 Feet Inches	6-9 Feet Inches	9-12 Feet Inches	12-15 Feet Inches	Vertical Feet	Horizontal Feet
5 to 10	Hard, Compact	3 x 4 or 2 x 6	6	---	---	2 x 6	4 x 4	4 x 6	6 x 6	6 x 8	4	6
	Likely to Crack	3 x 4 or 2 x 6	3	4 x 6	4	2 x 6	4 x 4	4 x 6	6 x 6	6 x 8	4	6
	Soft, Sandy or Filled	3 x 4 or 2 x 6	Close Sheeting	4 x 6	4	4 x 4	4 x 6	6 x 6	6 x 8	8 x 8	4	6
	Hydrostatic Pressure	3 x 4 or 2 x 6	Close Sheeting	6 x 8	4	4 x 4	4 x 6	6 x 6	6 x 8	8 x 8	4	6
10-15	Hard, Compact	3 x 4 or 2 x 6	4	4 x 6	4	4 x 4	4 x 6	6 x 6	6 x 8	8 x 8	4	6
	Likely to Crack	3 x 4 or 2 x 6	2	4 x 6	4	4 x 4	4 x 6	6 x 6	6 x 8	8 x 8	---	6
	Soft, Sandy or Filled	3 x 4 or 2 x 6	Close Sheeting	4 x 6	4	4 x 6	6 x 6	6 x 8	8 x 8	8 x 10	4	6
	Hydrostatic Pressure	3 x 6	Close Sheeting	8 x 10	4	4 x 6	6 x 6	6 x 8	8 x 8	8 x 10	4	6
15-20	All Kinds of Conditions	3 x 6	Close Sheeting	4 x 12	4	4 x 12	6 x 8	8 x 8	8 x 10	10 x 10	4	6
Over 20	All Kinds of Conditions	3 x 6	Close Sheeting	6 x 8	4	4 x 12	8 x 8	8 x 10	10 x 12	10 x 12	4	6

Trench jacks may be used in lieu of, or in combination with cross braces

Shoring is not required in solid rock, hard shale or hard slag.

Where desirable, steal sheet piling and bracing of equal strength may be substituted for wood.