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REQUEST FOR BIDS

HIDALGO COUNTY- “PAVING IMPROVEMENTS (CURB-GUTTER- SIDEWALKS- GREEN AREAS) AT 201-217 N. CLOSNER, EDINBURG, TX”

BID OPENING DATE:

AUGUST 27, 2008

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281 - Administration Building
Edinburg, Texas 78539



Form HCPD-03

INVITATION TO BIDDERS

The County of Hidalgo would like to invite you to submit a bid on the following bid information:

<u>Bid #</u>	<u>Bid Description</u>	<u>Opening Date:</u>
2008-111A-08-27-MSS	Hidalgo County – Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) at 201-217 N. Closner, Edinburg, TX”	August 27, 2008 @ 9:30 a.m.

SEALED BIDS should be properly addressed and delivered to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, Administration Building-2812 S. Business Hwy. 281, Edinburg, Texas 78539. One (1) original and Three (3) copies of all bids are required with bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **Bid # 2008-111A-08-27-MSS-“ Paving Improvements (Curb-Gutter- Sidewalks-Green Areas) at 201-217 N. Closner, Edinburg, TX”** **Bids will be accepted until, 9:30 A.M., on Wednesday, August 27, 2008** at which time they will be opened and read aloud in the Hidalgo County Purchasing Department Conference Room at 2812 S. Business Hwy 281, Administration Building, Edinburg, Texas. **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED UNOPENED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID NUMBER/PROJECT.**

Pre-Bid Conference will be held on Monday August 18, 2008 at 2:00 pm at the office of: Hidalgo County Purchasing Department, 2802 S. Business Highway 281, Edinburg, Texas 78539.

SPECIFICATIONS including drawings and technical specifications may be viewed and/or obtained at Quintanilla, Headley and Associates, Inc., 124 E. Stubbs Street, Edinburg, TX 78539. Copies of the above documents may be obtained at the office of the Engineer in accordance with the Instruction to Bidders upon the deposit of \$100.00 for each set of documents.

Bid Security in the amount of 5% of the largest possible total of bids submitted must accompany each bid in accordance with the Instruction to Bidders. The surety must be a guaranteed or surety company acceptable to the Hidalgo County and listed in U. S. Treasury Circular No. 570.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS’ COURT OF THE COUNTY OF HIDALGO, TEXAS on this the 22nd day of July, 2008.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

LEGAL NOTICE

BID NO: 2008-111A-08-27-MSS

1. Sealed bids will be received for **"HIDALGO COUNTY –PAVING IMPROVMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS AT 201-217 N. CLOSNER. EDINBURG, TX)"**- in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2008-111A-08-27-MSS- HIDALGO COUNTY – PAVING IMPROVMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS AT 201-217 N. CLOSNER. EDINBURG, TX)"**- and at County's Purchasing Department, with a physical address: 2802 S. Business 281 and mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, AUGUST 27, 2008. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB No. 2008-111A-08-27-MSS- HIDALGO COUNTY –PAVING IMPROVMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS AT 201-217 N. CLOSNER. EDINBURG, TX " .**

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:
Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a). Name and address of successful bidder
 - b). Name and address of receiving department or official
 - c). Purchase Order Number (if any)

d). Notation - "HIDALGO COUNTY -PAVING IMPROVEMENTS (CURB-GUTTER-SIDEWALKS-GREEN AREAS)AT 201-217 N. CLOSER. EDINBURG, TX" Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Buisness Hwy 281
Edinburg, TX 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	<u>August 27</u> , 2008
Award of Contract	_____ , 2008
Commence Work or Deliver Products	_____ , 2008

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- A. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- B. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- C. . If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
 - . . If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- . . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- . . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- . . Effective January 1, 2006, Chapter 176 of the Texas Local Government
- . Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

- . Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
- . **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- . Possess or is able to obtain adequate financial resources as required to perform under the bid;
- . Be able to comply with the required or proposed delivery schedule;
- . Have a satisfactory record of performance;
- . Have a satisfactory record of integrity and ethics;
- . Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

- A. Meet schedules;
- B. Pay any required fees or taxes; or
- C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
“HIDALGO COUNTY –PAVING IMPROVEMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS)
AT 201-217 N. CLOSNER, EDINBURG, TX ”
BID NO.: 2008-111A-08-27-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281-New Administration Building
Mailing/postal Address: 2802 S. Business Hwy 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, 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, 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 for cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
- 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
- 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator 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.</p> <p>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.</p>		OFFICE USE ONLY
1 Name of person doing business with local governmental entity.		Date Received
2 <input type="checkbox"/> 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 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.)		
3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.		
4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.		

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. 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 from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is no: from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of the least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damages claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.)
- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder: Failure to provide Certificates of Insurance Purchasing Department Contracts Manager will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, _____, possess all of the
APPLICABLE:

- 1. Licenses: _____
- 2. Bonds: _____
- 3. Certificates: _____
- 4. Permits: _____
- 5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.**

Authorized Signature

Date

Company

Address

City, State, Zip

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____ as Principal_

_____ and

_____ as Surety, are hereby

held and firmly bound unto _____

_____ as Owner in the penal sum of _____

_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors an assigns.

Signed, this _____ day of _____, _____.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof to enter a contract in writing, for the _____

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (property completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,

exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporation have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S.)

Principal

Surety

SEAL

By: _____

**CONTRACT
CONSTRUCTION**

This Agreement, entered into this ____ day of _____, **2008** by and between **Hidalgo County** (hereinafter called the "OWNER", acting herein through its **County Judge, Juan D. Salinas, III**, and _____, (a corporation) of _____, Texas, County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

Hidalgo County: "HIDALGO COUNTY –PAVING IMPROVMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS AT 201-217 N. CLOSNER. EDINBURG, TX"

hereinafter called the project, for the sum of (_____)
_____ and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Quintanilla, Headley and Associates, Inc.**, entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **150** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **\$ 250.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

Contractor: _____
[Signature]

Name of Firm: _____

Address: _____

Fed. I.D. #/S.S. #: _____

STATE OF TEXAS §

COUNTY OF HIDALGO§

This instrument was acknowledged before me on this the _____ day of _____, 2008,

by _____ of and on behalf of _____
(Title) (a corporation)

Notary Public - Signature

ATTEST:

COUNTY OF HIDALGO

Arturo Guajardo, Jr.
County Clerk

Juan D. Salinas, III
County Judge

Approved as to Form:
Atlas & Hall, L.L.P.

By: _____

PROPOSAL

To: **County of Hidalgo**
2802 S.Business Hwy 281
Edinburg, Texas

Project: HIDALGO COUNTY –PAVING IMPROVMENTS(CURB-GUTTER-SIDEWALKS-GREEN AREAS AT 201-217 N. CLOSNR. EDINBURG, TX

Bid No. 2008-111A-08-27-MSS

Pursuant to Advertisement for Bids and Notice to Bidders, the undersigned bidder hereby proposes to furnish the plant, materials and equipment and to perform all the work for the described project in strict accordance with the plans, specifications, and addends. The Bidder binds himself upon acceptance of his proposal to execute a contract and bond according the accompanying forms, for performing and completing the said work within the time stated and maintaining same as required by the detailed specifications for the following prices, to wit;

Having become thorough familiar with the Contract Documents and the local conditions affecting the performance and cost 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, all labor and materials, General Construction, Air Conditioning, Electrical and Plumbing for the following sum of money:

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Total</u>
<u>I. Water Distribution System (City of Edinburg)</u>					
1.	1	Ea.	Remove Exist Fire Hydrant	_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
2.	1	Ea.	8" x 6" M. J. Tee	_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
3.	1	Ea.	6" Valve and Box	_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
4.	1	Ea.	Fire Hydrant w/ 40.0 L.F.of 6" DR-18	_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents

Total Water Distribution System Improvements: \$ _____

II. Drainage Improvements

1.	52	L.F.	12" R.C.P.	_____	_____
				_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
2.	20	L.F.	8" P.V.C.	_____	_____
				_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
3.	1	Ea.	Tie Into Exist TxDot Inlet	_____	_____
				_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
4.	200	C.Y.	Swale Areas Excavation	_____	_____
				_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
5.	1	L.S.	Erosion Control	_____	_____
				_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
6.	30	L.F.	Cut & Repair Asphalt	_____	_____
				_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
7.	3	Ea	Concrete Headwalls	_____	_____
				_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
8.	1	L.S.	Remove & Dispose of Exist C&G, Concrete, trees and Power poles along Closner Blvd., McIntyre St. & Kuhn St. and within Parking lot.	_____	_____
				_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
				Total Drainage Improvements:	<u> \$ </u>

III. Paving Improvements

1.	1,300	L.F.	18" Curb and Gutter	_____	_____
				_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
2.	530	L.F.	5' Sidewalk	_____	_____
				_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
3.	200	L.F.	6.0' Valley Gutter	_____	_____
				_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
4.	2	Ea.	TxDOT H.C. Ramps	_____	_____
				_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
5.	6	Ea.	H.C. Ramps	_____	_____
				_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
6.	5	Ea.	2.0' x 4.0' Concrete Spillways	_____	_____
				_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
7.	1	L.S.	Traffic Control	_____	_____
				_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents

Total Paving Improvements: \$

IV. Landscaping & Irrigation Improvements

1.	1	L.S.	Landscaping & Irrigation (As per plans)	_____	_____
				_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents

Total Paving Improvements: \$

Total Bid: \$ _____

Total In Words

The undersigned bidder agrees to furnish all materials as shown and specified with the plans and specifications.

The undersigned bidder agrees to complete the base proposal and any accepted alternates as specified in 150 calendar days.

The Owner shall have the right to accept or reject any or all Alternate Bid amounts.

Enclosed with the Proposal is a Cashier's Check or Certified check for 5% Bond (\$_____) Dollars, which it is agreed shall be collect and retained by the Owner as liquidated damages, in the event this proposal is accepted by the Owner within the number of days stated in advertisement for the reception of bids and the undersigned fails to execute the contract and the required bond with the Owner, under these conditions, hereof, said check or bonds shall be returned to the undersigned upon demand.

Name of Firm

Signature

Address

**NON-COLLUSION AFFIDAVIT OF PRIME
BIDDER**

State of Texas §
 §
County of Hidalgo §

_____, being first duly sworn, deposes and says that:

- (1) He is _____, of _____
_____, the Bidder that has submitted the attached Bid:
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:
- (3) Such bid is genuine and is not a collusive or sham Bid:
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title)

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

(Title)

My Commission expires _____

BONDING AND INSURANCE REQUIREMENTS

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "Bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will upon, acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "Performance Bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "Payment Bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

PAYMENT BOND

A payment bond as described by Texas Government Code, Section 2253.021 (c) for the beneficiaries described by such sub section.

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ (hereinafter called the Principal(s), as Principal(s), and
_____ hereinafter called the Surety(s),
as Surety(s), are held and firmly bound unto _____
_____ (hereinafter called the Oblige), in the amount of _____
_____ Dollars (\$) for the payment whereof,
the said Payment and Surety bind themselves, and their heirs, administrators, executors, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the ____
day of _____, 200__, for the _____
_____ which contract is hereby referred to and made a part
hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal
shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of
the work provided for in said contract, then, this, obligation shall be void; otherwise to remain in full
force and effect.

PAYMENT BOND CONTINUED:

IN WITNESS WHEREOF, this instrument is executed in four counter parts, each one of which shall be deemed an original, this the _____ day of _____, A.D., 200__

ATTEST:

PRINCIPAL

(Principal) Secretary
(Seal)

Signature

Witness as to Principal

Print/Type Name

Address

Address

ATTEST:

Surety

(Surety) Secretary
(Seal)

Attorney-in-Fact (Signature)

Witness as to Surety

Print/Type Name

Address

Address

Note: Date of Bond must be prior to date of Contract

(1) Correct Name of Contractor; (2) A Corporation, A Partnership or an individual, as case may be; (3) Correct Name of Surety; (4) Correct name of Owner; (5) County or Parish and State; (6) Owner; (7) if Contractor is Partnership, all partners should execute Bond.

PERFORMANCE BOND

A performance bond as described by Texas Government Code, Section 2253.021 (b) for the benefit of Hidalgo County Drainage District Number One

KNOW ALL MEN BY THESE PRESENTS, that _____

_____ (hereinafter called the Principal(s), as Principal(s), and
_____ hereinafter call the Surety(s),
as Surety(s), are held and firmly bound unto _____
_____ (hereinafter called the Oblige), in the amount of _____
_____ Dollars (\$) for the payment whereof, the said Principal
and Surety bind themselves, and their heirs, administrators, executors, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the ____
day of _____, 200__, for the _____
_____ Which contract is hereby referred to and made a part hereof as fully
and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal
shall faithfully perform the work in accordance with the plans, specifications and contract documents,
then this obligation shall be void; otherwise to remain in full force and effect.

PERFORMANCE BOND CONTINUED:

IN WITNESS WHEREOF, this instrument is executed in four counter parts, each one of which shall be deemed an original, this the _____ day of _____, A.D., 200

ATTEST:

PRINCIPAL

(Principal) Secretary
(Seal)

Signature

Witness as to Principal

Print/Type Name

Address

Address

ATTEST:

Surety

(Surety) Secretary
(Seal)

Attorney-in-Fact (Signature)

Witness as to Surety

Print/Type Name

Address

Address

Note: Date of Bond must be prior to date of Contract

(1) Correct Name of Contractor; (2) A Corporation, A Partnership or an individual, as case may be; (3) Correct Name of Surety; (4) Correct name of Owner; (5) County or Parish and State; (6) Owner; (7) if Contractor is Partnership, all partners should execute Bond.

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING/ARCHITECTURAL CONSTRUCTION

SEC. 1 - DEFINITIONS

(a) The Contract Documents shall consist of Advertisement for Bids or Notice to contractors. Instructions to Bidders, Form of Bid or Proposal, the signed Agreement, the General and Special conditions of contract, the Drawings, and the Specifications, including all modifications thereof incorporated in any of the documents before the execution of Agreement.

(b) The Owner, the Contractor and the Engineer/Architect are those named as such in the Agreement. They are treated throughout the contract Documents as if each were of singular number and masculine gender.

(c) Wherever in this contract the word "Engineer"/"Architect" is used it shall be understood as referring to the Engineer/Architect of the Owner, acting personally or through assistants duly authorized in writing by the Engineer/Architect.

(d) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice, with a copy sent to the central office of the Contractor.

(e) The term "Subcontractor" shall mean anyone (other than the contractor) who furnishes at the site, under an Agreement with the contractor, labor, or labor and materials, or labor and equipment, but shall not include any person who furnishes services of a personal nature.

(f) Work shall mean the furnishing of all labor, materials, equipment, and other incidentals as are required to complete the Contract for the purpose for which it was intended but was not shown on the Drawings or called for in the Specifications, or is desired by the Owner in addition to that work called for in the Drawings and Specifications.

(g) Dispute shall mean lack of agreement between any parties that have any obligations, duties, or responsibilities under the terms of the contract, Drawings, or Specifications.

SEC. 2 - COPIES OF DRAWINGS FURNISHED

Unless otherwise provided in the Contract Documents, the Engineer/ Architect will furnish to the Contractor, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the work.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 3 - ORDER OF COMPLETION

The contractor shall submit, at such times as may be reasonably requested by the Engineer/Architect, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work, and estimated dates of completion of the several parts.

SEC. 4 - OWNER OF DRAWINGS

All drawings, Specifications and copies thereof furnished by the Engineer/ Architect shall not be reused on other work and, with the exception of the signed Contract, sets are to be returned to him on request, at the completion of the work.

SEC. 5 - FAMILIARITY WITH WORK

The Owner shall make known to all prospective bidders, prior to the receipt of bids, all information that he may have as to subsurface conditions in the vicinity of the work, topographical maps, or other information that might assist the bidder in properly evaluating the amount and character of the work that might be required. Such information is given, however, as being the best factual information available to the Owner. The Contractor, by careful examination, shall satisfy himself as to the nature and location of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters, which can in any way affect the work under this Contract.

SEC. 6 - CHANGED CONDITIONS

The Contractor shall promptly, and before such conditions are disturbed, notify the Owner in writing of: (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract; or (2) previously unknown physical or other conditions at the site, or an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Engineer/Architect shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; provided that the Engineer/Architect may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final settlement of the Contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Section 39 hereof

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 7 - MATERIALS AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

SEC. 8 - EMPLOYEES:

The Contractor shall at all times enforce strict discipline and good order among his employees and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him. Adequate sanitary facilities shall be provided by the Contractor.

SEC. 9 - ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the Owner has notified the Contractor prior to the signing of the contract that the particular process or product is patented or is believed to be patented.

SEC. 10 - SURVEYS

Unless otherwise specified, the Owner shall furnish all land surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work. From the information provided by the Owner, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations. The contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

SEC. 11 - PERMITS, LICENSES AND REGULATIONS

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Engineer/ Architect in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 12 - PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

The Contractor shall provide and maintain all necessary watchmen, barricades, warning lights and signs and take all necessary precautions for the protection, and safety of the public. He shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this contract. He shall make good any damage, injury or loss to his work and to the property of the Owner resulting from lack of reasonable protective precautions, except such as resulting from lack of reasonable protective precautions, except such as may be due to errors in the Contract Documents, or caused by agents or employees of the Owner. He shall adequately protect adjacent private and public property, as provided by law and the Contract Documents.

In an emergency affecting the safety of life, of the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Engineer/Architect, hereby permitted to act at his discretion to prevent such threatened loss or injury. He shall also so act, without appeal, if so authorized or instructed by the Engineer/Architect. Any compensation claimed by the Contractor on account of emergency work, shall be determined by agreement or arbitration.

SEC. 13 - INSPECTION OF WORK

The Owner shall provide sufficient competent personnel, working under the supervision of a qualified Engineer/Architect, for the inspection of the work while such work is in progress to ascertain that the completed work will comply in all respects with the standards and requirements set forth in the Specifications. Not with standing such inspection, the Contractor will be held responsible for the acceptability of the finished work.

The Engineer/Architect and his representatives shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access, and for inspection.

If the Specifications, the Engineer's/Architect's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer/Architect timely notice of its readiness for inspection, and if the inspected is by an authority other than the Engineer/Architect of the date fixed for such inspection. Inspections by the Engineer/Architect shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Engineer/Architect, it must, if required by the Contractor's expense, unless the Engineer/Architect has unreasonably delayed inspection.

Re-examination of the work may be ordered by the Engineer/Architect, and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 14 - SUPERINTENDENCE

The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the Contractor, and all directions given to him shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Contractor shall give efficient superintendence to the work, using his best skill and attention.

SEC. 15 – DISCREPANCIES

If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical conditions of the locality, or any errors or omissions in Drawings or in the layout as given by survey points and instructions, he shall immediately inform the Engineer/Architect, in writing, and the Engineer/Architect shall promptly verify the same. Any work done after such discovery, until authorized will be done at the Contractor's risk.

SEC. 16 - CHANGES IN THE WORK

The Owner may make changes in the Drawings and Specifications of scheduling of the Contract within the general scope at any time by a written order. If such changes add to or deduct from the contractor's cost of the work, the Contract shall be adjusted accordingly.

All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Engineer/Architect shall have authority to make minor changes in the work not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer/Architect, and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered.

The Contractor shall proceed with the work as changed and the value of any such extra work or change shall be determined as provided in the Agreement.

SEC. 17 - EXTENSION OF TIME

Extension of time stipulated in the Contract for completion of the Work will be made when changes in the work occur, as provided in Section 18; when the work is suspended as provided in Section 23; and when the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, his Subcontractors or suppliers, and which were not the result of their fault or negligence.

GENERAL CONDITIONS OF CONTRACT Continued.....

Extension of time for completion shall also be allowed for any delays in the progress of the work caused by any act (except as provided elsewhere in these General Conditions) or neglect of the Owner or of his employees or by other contractors employed by the Owner, or by any delay in the furnishing of Drawings and necessary information by the Engineer/Architect, or by any other cause which in the opinion of the Engineer/Architect entitled the Contractor to an extension of time, including but not restricted to, acts of the public enemy, acts of any government in either its sovereign or any applicable contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, freight embargoes, unusually severe weather, or labor disputes.

The Contractor shall notify the Engineer/Architect promptly of any occurrence or conditions which in the Contractor's opinion entitle him to an extension of time. Such notice shall be in writing and shall be submitted in ample time to permit full investigation and evaluation of the contractor's claim.

The Engineer/Architect shall acknowledge receipt of the Contractor's notice within 5 days of its receipt. Failure to provide such notice shall constitute a waiver by the Contractor of any claim.

SEC. 18 – CLAIMS

If the Contractor claims that any instructions by Drawings or other media issued after the date of the Contract involve extra cost under this Contract, he shall give the Engineer/Architect written notice thereof within 7 days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

SEC. 19 - DEDUCTIONS FOR UNCORRECTED WORK

If the Engineer/Architect deems it inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore, unless the Contractor elects to correct to work.

SEC. 20 - CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all materials and work condemned by the Engineer/Architect as failing to meet Contract requirements, whether incorporated in the work or not. The Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

GENERAL CONDITIONS OF CONTRACT Continued.....

If the Contractor does not take action to remove such condemned materials and work within 10 days after written notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal and storage within ten days' time thereafter, the Owner may, upon ten days' written notice, sell such materials at auction or at private sale and shall pay to the Contractor any net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

SEC. 21 - SUSPENSION OF WORK

The Owner may at any time suspend the work, or any part thereof by giving 1 days' notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor so to do. The Owner may reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of such suspension, eligibility and amount of reimbursement to be determined by the Engineer/Architect.

If the work, or any part thereof, shall be stopped by notice in writing aforesaid, and if the Owner does not give notice in writing to the Contractor to resume work at a date within 20 days of the date fixed in the written notice to suspend, then the contractor may abandon that portion of the work so suspended and he will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus 5% of the value of the work so abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

SEC. 22 - THE OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed as a result of his insolvency, or if he should be guilty of a substantial violation of the Contract, then the Owner, upon the certificate of the Engineer/Architect that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven days' written notice terminate the employment of the Contractor and take possession of the premises and of all materials, tools, equipment and other facilities installed on the work and paid for by the Owner, and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer/Architect.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 23 - CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under an order of any court, or other public authority, for a period of more than three months, through no act or fault of the contractor or of anyone employed by him, or if the Engineer/Architect should fail to issue any estimate for payment within seven days after it is due, or if the Owner should fail to pay the Contractor within seven days of its maturity and presentation any sum certified by the Engineer/Architect or awarded by arbitrators, then the Contractor may, upon seven days' written notice to the Owner and the Engineer/Architect, stop work or terminate this Contract and recover from the Owner payment for all work executed, plus any loss sustained upon any plant or material plus reasonable profit and damages.

SEC. 24 - REMOVAL OF EQUIPMENT

In the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of his equipment and supplies from the property of the Owner, failing which the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.

SEC. 25 - RESPONSIBILITY FOR WORK

The Contractor assumes full responsibility for the work. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the work (except for any part covered by partial acceptance as set forth in Sec. 28). He agrees to make no claims against the Owner for damages to the work from any cause except negligence or willful acts of the Owner, acts of an Enemy, acts of war or as provided in Sec. 32.

Existing Structure: The Contractor shall, at his own expense immediately make permanent repairs and restore to original condition any and all utility lines, irrigation lines, pipe lines, pavement, or structures that are to remain in place and damaged by the Contractor's equipment or workmen during the performance of work under this contract, or damaged as result of improperly executed work.

Traffic Areas, Driveways, Entrances: All traffic areas, driveways and entrances shall be restored to usable condition at the Contractor's expense as the work progresses. The Contractor shall make every effort to cooperate with the wishes of the individual property owners in providing access to private property along the site of the work.

GENERAL CONDITIONS OF CONTRACT Continued.....

Detours: The Contractor shall do such work as may be necessary to provide and maintain a detour adjacent to all road structures for public travel. The Contractor shall maintain the detours in such condition that the public can travel over same in comfort and safety, and shall at his own expense perform such work as may be required to keep said detours open to the public at all times. The Contractor shall cooperate with the Engineer/Architect in the regulation of traffic and shall so govern his work that when it becomes necessary to suspend construction for a considerable period of time, the roadways will be re-opened to public travel. Materials and equipment shall be stored and the work shall be so conducted as to obstruct public travel as little as possible, and in no case shall there be less than twenty (20) feet in width of unobstructed roadway for the use of traffic. Materials and equipment stored in or near the path of traffic shall be protected with applicable traffic control devices in compliance with the Texas MUTCD.

Traffic Control Devices: When any section of the construction site is closed to traffic, the Contractor shall furnish and maintain at each end of the closed section and at all intersecting streets - roads - construction site within the section, standard barricades, adequate warning signs and directional signs. All lights shall be kept burning from sunset to sunrise. If at any time the barricades are not, in the opinion of the Engineer/Architect, sufficient to prevent traffic from entering the closed portions of the street-road- construction site, the Contractor shall provide and maintain watchmen at such points and for such periods of time as the Engineer/Architect may direct. When directed by the Engineer/Architect, the Contractor shall provide and maintain such standard barricades, signs, lights and flags within the closed portion of the street-road-construction site as may be necessary to protect the work and safeguard local traffic.

No direct compensation except as specifically provided in these specifications will be made to the Contractor for the work and material involved in constructing and maintaining detours and approaches; furnishing, installing and maintaining barricades, danger, warning, and necessary for the proper direction, safety, and convenience of traffic during the Contract period, as this work is to be considered subsidiary to the several items for which unit prices are requested in the proposal.

SEC. 26 - PARTIAL COMPLETION AND ACCEPTANCE

If at any time prior to the issuance of the final certificate referred to in Section 42 hereinafter, any portion of the permanent construction has been satisfactorily completed, and if the Engineer/Architect determines that such portion of the permanent construction is not required for the operations of the Contractor but is needed by the Owner, the Engineer/Architect shall issue to the Contractor a certificate of partial completion, and thereupon or at any time thereafter the Owner may take over and use the portion of the permanent construction described in such certificate, and exclude the Contractor there from. The issuance of a certificate of partial completion shall not be construed to constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if he has failed to complete it in accordance with the terms of this contract.

GENERAL CONDITIONS OF CONTRACT Continued.....

The issuance of such a certificate shall not operate to release the Contractor or his sureties from any obligations under this contract or the performance bond. If any prior use increases the cost of or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Engineer/Architect may determine, unless otherwise provided.

SEC. 27 - PAYMENTS WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK

The Owner, as a result of subsequently discovered evidence, may withhold or nullify the whole or part of any payment certificate to such extent as may be necessary to protect himself from loss caused by:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor.
- (c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- (d) Damage to another contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the Owner which will protect the Owner in the amount withheld, payment shall be made for amounts withheld, because of them.

No money may be withheld under (b) and (c) above if a payment bond is included in the Contract.

SEC. 28 - CONTRACTOR'S INSURANCE

The Contractor shall secure and maintain such insurance policies as will protect himself, his Subcontractors, and unless otherwise specified, the OWNER, from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by him self or by any Subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required.

GENERAL CONDITIONS OF CONTRACT Continued.....

- (a) Statutory Worker's Compensation.
- (b) Contractor's Public Liability and Property Damage -

Bodily Injury:

each person	_____	\$ _____
each occurrence	_____	\$ <u>1,000,000</u>

SEE INSTRUCTIONS TO BIDDERS

Property Damage:

each accident	_____	\$ _____
aggregate	_____	\$ <u>1,000,000</u>

SEC. 28 - CONTRACTOR'S INSURANCE Continued

- (c) Automobile Public Liability and Property Damage -

Bodily Injury

each person	_____	\$ <u>300,000</u>
each accident	_____	\$ <u>500,000</u>

SEE INSTRUCTIONS TO BIDDERS

Property Damage

each accident	_____	\$ <u>100,000</u>
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All policies shall be for not less than the amounts set forth above or stated in the Special Conditions. Other forms of insurance shall also be provided if called for by the Special Conditions.

Certificates and/or copies of policy of such insurance shall be filed with the Engineer/Architect, and shall be subject to his approval as to adequacy of protection, within the requirements of the Specifications. Said certificates of insurance shall contain a 10 days' written notice of cancellation in favor of the Owner.

SEC. 29 - SURETY BONDS

The Owner shall have the right, prior to the signing of the Contract, to require the Contractor to furnish bond covering the faithful performance of the Contract and the payment of all obligations arising there under, in such form as the Owner may prescribe in the bidding documents and executed by one or more financially responsible sureties. If such bonds are required the premium shall be paid by the Contractor. The Owner may require additional bond if the contract is increased appreciably.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 30 – ASSIGNMENT

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due to him or to become due to him hereunder, except to bank or financial institution acceptable to the Owner.

SEC. 31 - RIGHTS OF VARIOUS INTERESTS

Whenever work being done by the Owner's or by other contractor's forces is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer/Architect, to secure the completion of the various portions of the work in general harmony.

SEC. 32 - SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If the proper execution or results of any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer/Architect any defects in such work that render it unsuitable for such proper execution and results.

SEC. 33 - SUBCONTRACTS

The Contractor shall, as soon as practical after signing of the Contract, notify the Engineer/Architect in writing of the names of Subcontractors proposed for the work.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.

SEC. 34 - ENGINEER'S/ARCHITECT'S STATUS

The Engineer/Architect shall perform technical inspection of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the contract. He shall also have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 35 - ENGINEER'S/ARCHITECT'S DECISIONS

The Engineer/Architect shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the Owner or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

SEC. 36 - LAND FOR WORK

The Contractor shall provide as indicated on Drawings No. --N/A and not later than the date when needed by the Contractor the lands upon which the work under this Contract is to be done, right-of-ways for access to same, and such other lands which are designated on the Drawings for the use of the Contractor. Such lands and right-of-ways shall be adequate for the performance of the Contract. Any delay in the furnishing of these lands by the Owner shall be deemed proper cause for an equitable adjustment in both Contract price and time of completion.

SEC. 37 - LAND FOR WORK Continued.....

The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that may be required for temporary construction facilities, or for storage of material.

SEC. 38 - CLEANING UP

The Contractor shall remove at his own expense from the Owner's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste, materials in accordance with permission of such disposal granted to the Contractor by the Owner thereof.

SEC. 39 - ACCEPTANCE AND FINAL PAYMENT

(a) Upon receipt of written notice that the work is substantially completed or ready for final inspection and acceptance, the Engineer/Architect will promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed or substantially completed he shall promptly issue a certificate, over his own signature, stating that the work required by this Contract has been completed or substantially completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, less a retention based on the Engineer's/Architect's estimate of the fair value of the claims against the Contractor and the cost of completing the incomplete or unsatisfactory items of work with specified amounts for each incomplete or defective item of work, is due and payable.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 39 - ACCEPTANCE AND FINAL PAYMENT

The date of substantial completion of a project or specified area of a project is the date when the construction is sufficiently completed in accordance with the Contract Documents as modified by any change orders agreed to by the parties so that the Owner can occupy the project for the use for which it was intended.

- (b) Before issuance of final payment, the Contractor, if required in the Special Conditions, shall certify in writing to the Engineer/Architect that all payrolls, material bills, and other indebtedness connected with the work have been paid, or otherwise satisfied, except that in case of disputed indebtedness or liens, if the Contract does not include a payment of all such disputed amounts, including all related costs and interest in connection with said disputed indebtedness or lien which the Owner may be compelled to pay upon adjudication.
- (c) The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work appearing within a one year guarantee period from date of acceptance, from the requirements of the Drawings and Specifications, or from the manufacturer's guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.
- (d) If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor's and the Engineer/Architect so certifies, the Owner shall, upon certificate of the Engineer/Architect, and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- (e) If the Owner fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of 6 per cent annum commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 40 - GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Substantial Completion.

The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system or other work resulting from such defects.

The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

SEC. 41 - SHOP DRAWINGS

The approval of (shop) drawings by the Engineer/Architect shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the contractor of the responsibility for any error which may exist as the contractor shall be responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work.

SEC. 42 - TESTING

All testing authorized by the Engineer/Architect that meets specification requirements will be paid for by the Owner; however, tests on materials that fail will be billed to and paid for by the Contractor.

SEC. 43 - PAYMENT SCHEDULE

Contractor to submit to the County, Certificate for Payment on or before the 1st of the month. County to reciprocate with payment on or before the 30th of the same month.

GENERAL CONDITIONS OF CONTRACT Continued.....

SEC. 44 - RETAINAGE

Contracts equaling a total amount of \$400,000.00 or over will bear a retainage of five (5) percent (%) on each partial disbursement. Contracts totaling less then \$400,000.00 will bear a retainage of ten (10) percent (%) on each partial disbursement.

SEC. 45 - OVERTIME

Time and one half will be paid for all hours worked in excess of forty (40) hours in one workweek.

SEC. 46 - INDEMNITY AND HOLD HARMLESS AGREEMENT

The CONTRACTOR will indemnify and hold harmless the owner and the Engineer/Architect and their agents and employees from any and all claims, damages, losses and expenses, including attorneys fees such attorneys fees shall include the duty to defend, arising out of or resulting from the performance of the WORK, and provided that any such claims, damage, loss or expenses attributable to bodily injury, sickness, death or to any injury to destruction of tangible property, including the loss of use resulting therefrom, is caused in whole or in part by any negligent or willful act or admission of the CONTRACTOR, SUBCONTRACTOR, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, and specifically this indemnification shall extend to any negligent act or admission of owner or owner's agents or employees relating thereto.

*** * * END OF SECTION * * ***

**SPECIAL ITEM - PRICE OF MATERIALS
AND STATE SALES TAX**

In accordance with the Limited Sales Excise and Use Tax Act, Chapter 20, Title 122a, Taxation-General, R.C.S. Texas 1925 and amendment's thereto, all tangible personal property used in public works projects by any county, city, special district, or any other political subdivision of the State is exempt from State and City sales tax where applicable. However, in order to be entitled to this exemption, the contractor's bid as well as the contract between the owner and contractor must segregate and tangible personal property to be included in the project and to be included in the bid price. The amount to be filled in has reference to all of such materials and other tangible property actually incorporated into the final result of the work covered by the contract, all in accordance with the above law.

Tangible personal property means personal property which may be seen, weighed, measured, felt, or touched, or which is in any other manner perceptible to the senses.

After the award of the contract, the owner will upon written request from the contractor furnish the contractor with an exemption certificate from the Texas Limited Sales excise and Use Tax Act, including the local sales and use Tax Act in an amount not exceeding the bid price and the contract price for materials and other tangible personal property. Such written request must contain a statement to the effect that such materials or property have been or will be utilized in the performance of the contract to the full extent of the amount for which a Certificate of Exception is requested. The following forms are suggested for the contractor's request for Certificate of Exemption and the Exemption Certificate:

EXEMPTION CERTIFICATE

TEXAS LIMITED SALES, USE, AND EXCISE TAX

TO: County of Hidalgo

DATE: _____

RE: Hidalgo County "Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) At 201-217 N. Closner, Edinburg, Texas"

The undersigned hereby claims an exemption from payment of taxes under Chapter 20, Title 122a Revised Civil Statute of Texas, for the purchase of the tangible personal property described below or on the attached statement, which is made a part hereof and which will be used in connection with the subject contract between the undersigned and _____

Contractor for the following project:

Hidalgo County "Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) At 201-217 N. Closner, Edinburg, Texas"

The reason that the undersigned is claiming this exemption is that said materials and tangible personal property are to be purchased and will be used in a manner and for a purpose exempt by the terms of said Act from the payment of tax in that the owner is a county, city, special district, or other political subdivision of the State of Texas, and that such materials and property will be used exclusively in the construction of a public facility by the owner.

The purchaser will be liable for payment of the limited sales and use tax if the purchaser uses the tangible personal property in some manner or for some other use than listed above and shall pay the tax based on the price paid for the tangible personal property.

The description of said property and the amount to be paid therefore are as follows:

(If there is not sufficient space to describe said property, use a separate attachment).

Owner

REQUEST BY CONTRACTOR FOR CERTIFICATE OF
EXEMPTION FROM TEXAS LIMITED SALES, EXCISE
AND USE TAX

Date: _____

To: County of Hidalgo

Re: Hidalgo County "Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) At 201-217 N. Closner, Edinburg, Texas"

The undersigned contractor hereby requests a Certificate of Exemption from payment of taxes under Chapter 20, Title 122a, Revised Civil Statutes of Texas, in the amount of \$_____, which is an amount not exceeding the contract price of all materials and other tangible personal property to be furnished in connection with the subject project.

The undersigned hereby represent that such materials and property have been or will be utilized in the performance of the contract to the full extent of the amount for which such Certificate of Exemption is requested.

Contractor

GENERAL CONSTRUCTION AND SPECIFICATIONS

INTENT OF PLANS AND SPECIFICATIONS:

The intent of the plans and specifications is to prescribe a complete work or improvement which the Contractor undertakes to do, in full compliance with the plans, specifications, special provisions, proposal and contract. The Contractor shall do all work as provided in the plans, specifications, special provisions, proposal and contract and shall do such additional work as may be considered necessary to complete the work in a satisfactory and acceptable manner. The Contractor shall furnish all labor, tools, materials, machinery, equipment and incidentals necessary to the prosecution of the work.

FINAL CLEAN-UP:

Upon the completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work, surplus and discarded materials, temporary structures and debris of every kind. He shall leave the site of the work in a neat and orderly condition equal to that which originally existed. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer/Architect. Grounds around any structure shall be dressed to final grade as shown on plans.

EXISTING STRUCTURES:

The plans show the locations of all known surface and sub-surface structures. However, the exact location of gas mains, water mains, conduits, sewers, etc., is unknown and the Owner assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact location. It is mutually agreed that such failure will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as necessitates, or requires the building of special work, provision for which is not made in the plans and proposal, in which case the provisions in these specifications for extra work shall apply.

COORDINATION OF PROJECT:

The plans, these specifications, the proposal, special provisions and all supplementary documents are intended to describe a complete work and are essential parts of the contract. A requirement occurring in any of them is binding. In case of discrepancies, figured dimensions shall govern over specifications; special provisions shall govern over both general and standard specifications; and plans and quantities shown on the plans shall govern over those shown in the proposal. The Contractor shall not take advantage of any apparent error or omission in the plans and specifications and the Engineer/ Architect shall be permitted to make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications. In the event the Contractor discovers an apparent error or discrepancy, he shall immediately call this to the attention of the Engineer/Architect.

GENERAL CONSTRUCTION AND SPECIFICATIONS Continued

COOPERATION OF CONTRACTOR

The Contractor shall give to the work the consistent attention necessary to facilitate the progress thereof, and he shall cooperate with the Engineer/ Architect, his inspectors, and with other contractors in every way possible.

WAGES:

All employees directly employed on the work shall be paid the prevailing wage scale for work of a similar character in this locality. Minimum wage scale is also included in these specifications.

MATERIALS - GENERAL:

The materials shall be the best procurable, as required by the plans, specifications and special provisions. The Contractor shall not start delivery of materials until the Engineer/Architect has approved the source of supply. Only materials conforming to these specifications shall be used in the work and such materials shall be used only after approval has been given by the Engineer/Architect and only so long as the quality of said materials remains equal to the requirements of the specifications. The Contractor shall furnish approved materials from other sources, if for any reason the product from any source at any time before commencement or during the prosecution of the work proves unacceptable. After approval, any material which has become mixed with or coated with dirt or any other foreign substances during its delivery and handling will not be permitted to be used in the work.

MATERIAL STORAGE:

Any and all materials, such as cement, lime, mill work, or other materials or equipment subject to deterioration by exposure to weather or other factors, shall be stored in such a manner to protect them from deterioration or damage preceding the time they become a permanent part of final structures.

"OR EQUAL" CLAUSE:

Whenever a material, or article required is specified or shown on the plans by using the name of the proprietary product, or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory, provided the material or article so proposed is of equal substance and function, and only after written approval by the Engineer/Architect.

CONSTRUCTION JOINTS:

Construction joints are to be kept to a minimum number, but when necessary they shall be designated in the plans or upon the approval of the Engineer/Architect. When pouring is stopped, dowels and 6-inch dumbbell Servicized polyvinyl plastic waterstops are to be inserted. Construction joints in walls shall be horizontal, unless otherwise allowed by the Engineer/Architect.

GENERAL CONSTRUCTION AND SPECIFICATIONS Continued

WALL AND FLOOR OPENINGS:

Openings may be left in walls and floors while forms are being built, so that piping or wall sleeves may later be inserted in the openings when piping is put in place. Provision shall be made in these openings for concreting the piping and thimbles securely in place so that watertight joints will be secured.

All wall and floor openings are to be closed by general Contractor regardless of whether piping or fittings are furnished or installed by others.

PAINTING:

All exposed metal surfaces of every nature, such as pumps, piping, general equipment, window frames, valves, fittings, gratings, etc., shall receive one rust inhibitive primer coat followed by two coats of machinery enamel. Colors for enamel finish coats to be selected by Owner or Engineer/Architect.

All wood surfaces are to receive one primer coat and two coats of first grade outside oil paint. Colors to be selected by Owner or Engineer/ Architect.

Any specific structure, or portions of structure, which provides for occupancy or use by operations, or houses general equipment or supplies; whether structure is masonry or concrete; shall be painted inside and outside as directed by Engineer/Architect. An alkali resisting primer coat shall be first applied followed by two coats of first class oil paint especially prepared for concrete or masonry surfaces. Any questions regarding foregoing shall be clarified to his satisfaction by bidding Contractor before submitting a bid on project. Colors to be selected by Owner or Engineer/Architect.

HARDWARE:

All hardware must be strictly standard first grade, Contractor's choice, and approved by Engineer/Architect.

TELEPHONE CABLES:

Contractor shall notify Southwestern Bell Telephone Co. 24 hours in advance of work in the vicinity of buried telephone cables. No work shall be performed in vicinity of cable except in presence of telephone company representatives.

GAS LINES:

Contractor shall notify Rio Grande Valley Gas Co. 24 hours in advance or work in the vicinity of gas distribution lines and the proper transmission company in the case of transmission gas lines.

GENERAL CONSTRUCTION AND SPECIFICATIONS Continued..

RAILROAD CROSSINGS:

Construction methods and materials for railroad crossings shall be in strict compliance with railroad company requirements. No work shall be started on railroad crossings until properly coordinated with the roadmaster 48 hours prior to beginning work.

CANAL CROSSINGS:

Construction methods and materials for canal crossings shall be in strict compliance with water district requirements. No work shall be started on canal right-of-ways until properly coordinated with the water district.

WAGE DETERMINATION

GENERAL DECISION: **TX20070029** 02/09/2007 TX29

Date: February 9, 2007

General Decision Number: **TX20070029** 02/09/2007

Superseded General Decision Number: TX020030029

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

Heavy (excluding tunnels and dams) and Highway Construction Projects (does not include building structures in rest area projects). *NOT TO BE USED FOR HEAVY PROJECTS in Nueces and San Patricio Counties.

Modification Number	Publication Date
0	02/09/2007

* SUTX2005-004 01/05/2005

	Rates	Fringes
Asphalt Distributor Operator...\$	9.57	0.00
Asphalt paving machine operator\$	9.73	0.00
Asphalt Raker.....\$	7.50	0.00
Asphalt Shoveler.....\$	9.35	0.00
Broom or Sweeper Operator.....\$	7.55	0.00
Bulldozer operator.....\$	9.28	0.00
Carpenter.....\$	10.20	0.00
Concrete Finisher, Paving.....\$	10.73	0.00
Concrete Finisher, Structures..\$	9.59	0.00
Concrete Rubber.....\$	9.87	0.00
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator.....\$	10.83	0.00
Flagger.....\$	7.40	0.00
Form Builder/Form Setter, Structures.....\$	9.16	0.00
Form Setter, Paving & Curb.....\$	10.50	0.00
Foundation Drill Operator, Truck Mounted.....\$	12.50	0.00
Front End Loader Operator.....\$	8.61	0.00
Laborer, common.....\$	7.69	0.00
Laborer, Utility.....\$	9.05	0.00
Mechanic.....\$	10.81	0.00
Motor Grader Operator, Fine Grade.....\$	11.91	0.00
Motor Grader Operator, Rough...\$	11.27	0.00
Pipelayer.....\$	8.44	0.00
Reinforcing Steel Setter.....\$	10.44	0.00
Roller Operator, Pneumatic, Self-Propelled.....\$	7.16	0.00
Roller Operator, Steel Wheel, Flat Wheel/Tamping.....\$	7.17	0.00
Roller Operator, Steel Wheel, Plant Mix Pavement.....\$	8.00	0.00
Scraper Operator.....\$	8.61	0.00
Servicer.....\$	8.81	0.00

Tractor operator, Pneumatic....\$	8.50	0.00
Traveling Mixer Operator.....\$	8.30	0.00
Truck driver, lowboy-Float.....\$	10.82	0.00
Truck driver, Single Axle, Heavy.....\$	9.43	0.00
Truck driver, Single Axle, Light.....\$	9.19	0.00
Truck Driver, Tandem Axle, Semi-Trailer.....\$	8.01	0.00
Welder.....\$	10.31	0.00
Work Zone Barricade Servicer...\$	8.40	0.00

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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.

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END OF GENERAL DECISION

Technical Specifications

1. Concrete Gutter/Valley Gutter
2. Cast in Place Concrete
3. Concrete Pipe
4. Curb and Gutter
5. Driveway Repair
6. Structures, Manholes, Catch Basins, Inlets and Inspection Holes, Headwalls and Miscellaneous Structures.

Concrete Gutter/Valley Gutter

1.1. Description:

Concrete Gutter shall consist of Portland Cement combined concrete gutter with or without reinforcing steel as required, constructed on an approved subgrade or foundation material in accordance with these specifications, in conformity with the lines and grades established by the Engineer and details shown on the plans. Item 529 of the TxDOT Standard Specifications 1995 shall apply.

2.1. Materials:

The materials shall conform to section 529.2 of the TxDOT Standard Specifications 1995.

3.1. Construction Methods:

The construction methods shall conform to section 529.3 of the TxDOT Standard Specifications 1995.

4.1. Measurement:

Concrete gutter will be measured by the linear foot, complete, in place.

5.1. Payment:

Payment shall be in conformance with section 529.5 of the TxDOT Standard Specifications 1995.

End of Section

Cast-In-Place Concrete

Part I. General:

- a. Cast-in-place concrete floors and foundations.
- b. Floors and slabs on grade.
- c. Control, and expansion and contraction joint devices associated with concrete work, including joint sealants.
- d. Reinforcing steel bars, wire fabric and accessories.

Part 2. Products:

A. Concrete Materials/Reinforcing Steel:

1. Cement: ASTM C150, Type I - Normal and Type IA - Air Entraining.
2. Fine and Coarse Aggregates: ASTM C33.
3. Water: Clean and not detrimental to concrete.
4. Reinforcing Steel: ASTM A615, 60 ksi yield grade and welded steel fabric: ASTM A185 Plain Type, Plain finish.

B. Accessory Materials:

1. Bonding Agent: Polyvinyl Acetate.
2. Tie Wire: Minimum 16 gage annealed type.
3. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor barrier puncture.
4. Vapor Barrier: 6 mil thick fabric reinforced plastic film, type recommended for below grade application.

C.

Joint Devices

and Filler Materials

- a. Joint Filler: ASTM D1751; Asphalt impregnated fiberboard or felt, 1/2 inch thick.
- b. Construct Joint Devices: Integral galvanized steel formed to tongue and groove profile, knockout holes spaced at 6 inches. ribbed steel spikes with tongue to fit top screed edge.
- c. Sealant and Primer: Type as specified in ASTM 1997 Specifications.

Part 3. Concrete Mix

- a. Mix and deliver concrete in accordance with ASTM C94.
- b. Select proportions for normal weight concrete in accordance with ACI 301 Method 1.
- c. Provide Concrete to the following criteria:
 1. Compressive Strength (7 days): 2000 psi.
 2. Compressive Strength (28 days): 3000 psi.
 3. Slump: 1 to 4 inches.
 4. Minimum Cement Ratio: 5 sacks/yard.
- d. Use accelerating admixtures in cold weather only when approved by Engineer. Use of admixtures will not relax cold weather placement requirements.
- e. Use of calcium chloride is prohibited.
- f. Use set retarding admixtures during hot weather only when approved by Engineer.
- g. Add air entraining agent to normal weight concrete mix for work exposed to exterior.

Part 4. Examination

- a. Verify requirements for concrete cover over reinforcement.
- b. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not cause hardship in placing concrete.

Part 5. Placing Concrete

- a. Place concrete in accordance with ACI 301.
- b. Notify Engineer minimum of 24 hours prior to commencement of operations.
- c. Ensure reinforcement, inserts, embedded parts, formed joint fillers, joint devices and other are not disturbed during concrete placement.
- d. Install vapor barrier under interior slabs on grade. Lap joints minimum 6 inches and seal watertight by taping edges and ends.
- e. Repair vapor barrier damaged during placement of concrete reinforcing. Repair with vapor barrier material, lap over damaged areas minimum 6 inches and seal watertight.
- f. Extend joint filler, where shown on the drawings, from bottom of slab to within 1/4 inch of finished slab surface.
- g. Install joint devices in accordance with manufacturer's instructions.
- h. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- i. Place concrete continuously between predetermined expansion control, and construction joints.
- j. Do not interrupt successive placement; do not permit cold joint to occur.
- k. Place floor slabs in checkerboard pattern indicated.
- l. Screed floors and slabs on grade level, maintaining surface flatness of maximum 1/4 inch in 10 feet.

Part 6. Concrete Finishing

- a. Provide formed concrete surfaces to be left exposed with smooth rubbed finish.
- b. Finish concrete floor surfaces in accordance with ACI 301.
- c. Steel trowel surfaces which are scheduled to be exposed.
- d. In areas with floor drains maintain floor elevation at edges; pitch surfaces uniformly to drain at 1/4 inch per foot nominal.

Part 7. Curing and Protection

- a. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- b. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- c. Cure floor surfaces in accordance with ACI 308.
- d. Ponding: Maintain 100 percent coverage of water over floor slab areas continuously for 7 days. Pond cure all slabs in water retaining structures.

Part 8. Field Quality Control

- a. Field testing will be performed in accordance with ACI 301.
- b. Provide free access to work and cooperate with appointed firm.
- c. Submit proposed mix design of each class of concrete for review prior to commencement of work..
- d. Tests of cement and aggregates may be performed to ensure conformance with specified requirements.
- e. Three concrete test cylinders will be taken every 75 or less cubic yards of each class of concrete placed.

- f. One additional test cylinder will be taken during cold weather concreting, cured on job site under same conditions as concrete it represents.
- g. One slump test will be taken for each set of test cylinders taken.

Part 9. Patching

- a. Allow Engineer to inspect concrete surfaces immediately upon removal of forms.
- b. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.
- c. Patch imperfections as directed.

Part 10. Defective Concrete

- a. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- b. Repair or replacement of defective concrete will be determined by the Engineer.
- c. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

End of Section

Concrete Pipe

1.1. Description:

This item shall consist of concrete pipe of the types, classes, sizes and dimensions required on the plans, furnished and installed at such places as are designated on the plans and profiles, or by the Engineer in accordance with these specifications and in conformity with the lines and grades on the plans or as directed by the Engineer.

2.1. Materials:

1. **General:** The pipe shall be of the type, size and class called for on the plans or in the proposal, and shall be in accordance with the following appropriate requirements. When the plans or proposal permit a choice of pipe, the Contractor shall indicate in the bid the type of pipe proposed to be furnished.
2. **Non-Reinforced Concrete Pipe:** Non-Reinforced concrete pipe shall conform to the requirements of ASTM Specification C412; C14 or C118.
3. **Reinforced Concrete Pipe:** Reinforced concrete pipe shall conform to ASTM Specification C76.
4. **Mortar:** Mortar for pipe joints and connections to other structures shall be composed of one part by volume of Portland Cement and two parts of mortar sand. The Portland Cement shall conform to the requirements of ASTM Specifications C-150, type 1, the sand shall conform to the requirements of AASHTO Specification M-45. Hydrated lime may be added to the mixture of sand and cement in the amount equal to 15% of the weight of cement used.
5. **Rubber Joint Pipe:** Rubber joint pipe shall be of the bell and spigot type with the adjacent surfaces of the bell and spigot parallel to the axis of the pipe. The dimensions within a tolerance of 1/32 inch plus or minus. The annular space shall be properly designed to compress the rubber gasket to form a watertight seal when the joints are forced together.
6. **Rubber Gasket:** The rubber gasket shall be a round rubber ring seated in a shallow groove provided in the spigot to hold the ring in place.

3.1. Construction Methods:

1. **Equipment:** All equipment necessary, and required for the proper construction of pipe lines shall be on the project in first class working condition approved by the Engineer before construction is permitted to start. The Contractor shall provide hoisting equipment to handle the pipe in unloading and placing it in its final position without damage to the pipe.

The Contractor shall provide for such hand tampers and pneumatic tampers to obtain the compaction of the pipe bed and the backfill as specified.

2. **Excavation:** The Contractor shall do all excavation to the depth shown on the plans. Excavated material not required or not acceptable for backfill shall be disposed of by the Contractor as directed by the Engineer. Excavation shall not be carried below the required depth; when this is done the trench shall be backfilled at the Contractor's expense with sand or other granular material approved by the Engineer and adequately compacted so as to provide a stable foundation for the pipe.

When so directed by the Engineer, unstable soil shall be removed for the full width of the trench and replaced with sand or other approved granular material and shaped to form the bed for the pipe.

The depth of cut shown on the plans is to the invert of the pipe line.

The trench shall be excavated accurately to the established line and grade and the bed for the pipe shaped so that at least the lower 1/4 of the pipe shall be in continuous contact with the bottom of the trench.

Spaces for pipe bell shall be accurately excavated to size so that the barrel supports the entire weight of the pipe.

The Contractor shall do such trench bracing, sheathing, or shoring necessary to perform and protect the excavation, also as required for safety and to conform to governing laws.

The cost of bracing, sheathing and shoring and the removal of same shall be included in the price bid for pipe.

3. **Cradles and Casting:** When the Engineer finds the bottom of the trench to be an insufficient foundation for the pipe, he shall determine the location and dimensions of the necessary cradles to properly support the pipe. The design details for the cradles shall be shown on the plans.
4. **Laying and Installing Pipe:** The Contractor shall provide the necessary mason's lines and supports to insure installation of the pipe to line and grade, as staked by the Engineer. The Contractor's facilities for lowering the pipe into the trench shall be such that neither the pipe nor the trench will be damaged or disturbed.

The Engineer shall inspect all pipe before it is laid, and reject any section that is damaged by handling or is found to be defective to a degree which will materially affect the function and service of the pipe.

The laying of the pipe in the finished trench shall be started at the lowest point and laid upgrade. When bell and spigot pipe is used the bell shall be laid upgrade. If tongue and groove pipe is used, the groove end shall be laid upgrade.

The pipe shall be firmly and accurately set to line and grade so that the invert will be smooth and uniform. The pipe shall be protected from water during placing and until the mortar in the joints has thoroughly set.

When placing concrete pipe constructed with elliptical reinforcing, the pipe shall be oriented in accordance with the manufacturer's markings of top or bottom.

The upgrade end of pipe lines not terminating in a structure shall be plugged with a cap or plug approved by the Engineer.

Pipe which is not true in alignment, or which shows any settlement after laying, shall be taken up and re-laid with extra compensation.

5. **Pipe Joints:** Mortar joints shall be made as follows.

All pipe shall be carefully laid, bell or groove and upgrade, spigot or tongue and fully entered into the adjacent hub, with the inner surface of the abutting pipes flush and even and true to lines and grades given.

The joints of the concrete pipe shall be caulked and filled with specified mortar. Joints of concrete pipe shall be thoroughly wet before making the joint. The lower portion of the bell or groove of the pipe in place and the upper portion of the spigot or tongue of the succeeding pipe shall be filled with mortar so

that when the spigot or tongue end is fully entered into the hub end, the mortar will be squeezed evenly into the joint. After the pipe is laid, mortar shall be added as required to completely fill the joint inside and out, wiped and finished smooth with the surface of the pipe. Particular care shall be taken that the joint inside is smooth and flush with the inside surface of the pipe. After the initial set, the mortar on the outside shall be protected from the air and sun with a cover of thoroughly wetted earth or burlap, or sheet plastic. Joints for irrigation pipe lines shall be banded on the outside.

Rubber joints shall be made as follows:

Round rubber ring gaskets shall be installed by forcing the spigot of each pipe section (with gasket in place) into the bell of the previously laid pipe with an approved pulling device that will force the sections together smoothly so that the gasket is properly seated and compressed. The bell spigot shall be lubricated with flax soap lubricant before the sections are forced together.

It shall be the prime requirement that the completed line have watertight joints throughout.

The method of pulling the joints together shall be such as to avoid disturbing the previously laid sections of pipe, or allowing the rubber gasket to loose compression.

6. **Open Joints:** Open joints for underdrains or subdrains shall be made by butting pipes tightly together without mortar. The top three-fourths of the joint shall be protected by covering with mortar or roofing felt or as specified by the plans.
7. **Backfilling:** All trenches and excavations shall be backfilled in a reasonable time after the pipes are installed therein unless other protection of the pipe is directed by the Engineer. Backfill material shall be approved by the Engineer. Backfill material containing stones or rocks exceeding three (3) inches in diameter shall not be used adjacent to the pipe or until the fill over the top of the pipe exceeds one (1) foot. Backfill material containing rocks three (3) inches in diameter or larger shall not be used in trenches under paved areas. Special care shall be used to obtain thorough compaction under the haunches and along the sides to the top of the pipe.

The backfill shall be placed by hand in loose layers not to exceed six (6) inches in depth under and around the pipe and thoroughly compacted to the density of the surrounding earth until a cover of not less than twelve (12) inches over the pipe is attained. The remainder of the backfill may be placed by machine or other approved methods as follows.

8. **Under Paved Areas and Driveways:** The backfill shall be placed in loose layers not exceeding six (6) inches in depth and compacted to the density of the surrounding earth or in any case, not less than 90% density as determined by AASHTO Test Method T-99 up to a point nine (9) inches below subgrade surface.

The top nine (9) inches of subgrade shall be compacted to 95% density.

9. **In Unpaved Areas:** Backfill shall be placed in layers and controlled moisture added when so directed and shall be compacted to that density which will prevent caving of trench walls and will prevent excessive settling of backfill. Backfill shall be shaped nearly in a mound over the immediate area of the trench to a height six (6) inches above normal ground so that when completely settled, the area of the trench will be level with normal ground. Where trenches are adjacent to curbs, pavement, walks or other structures, care shall be taken to obtain that compaction necessary to prevent cave-ins and subsequent damage to said curbs and structures.

Tamping or flooding will be permitted in unpaved areas unless otherwise directed by the Engineer.

10. **Connections:** Where the plans call for connections to existing or proposed structures, these connections shall be watertight and so made that a smooth uniform flow line will be obtained throughout the drainage system.

11. **Cleaning and Restoration of Site:** After the backfill is completed, the Contractor shall immediately dispose of all surplus material dirt and rubbish from the site. The Contractor shall restore all disturbed areas to their original condition.

After all work is completed, the Contractor shall remove all tools and other equipment used by him, leaving the entire site free, clear and in good condition.

Performance of work described in this section shall not be paid for directly, but shall be considered as a subsidiary obligation of the Contractor, covered under contract unit price for pipe.

12. **Inspection:** Prior to final approval of the pipe line the Engineer, accompanied by the Contractor's representative, shall make a thorough inspection, by an appropriate method, of the entire installation. Any indication of defects in material or workmanship or obstruction to flow in the pipe shall be further investigated and corrected as necessary. Defects due to the Contractor's negligence shall be corrected by the Contractor without additional compensation, and as directed by the Engineer.

4.1. Method of Measurement:

The footage of pipe to be paid for shall be the number of linear feet of pipe in place to the depth specified, completed and approved, measured along the centerline of the pipe from end or inside face of structure, to end or inside face of structure, whichever is applicable. Depth shall be measured from the ground surface to the invert of the pipe. The several classes, types, and sizes shall be measured separately. All fittings shall be included in the footage as typical pipe sections in the pipe line being measured.

The volume of concrete for pipe cradles to be paid for shall be the number of cubic yards of concrete complete in place and accepted, determined from the dimensions shown on the plans, or as directed by the Engineer.

5.1. Method of Payment:

The footage of pipe, measured as provided under "Method of Measurement" shall be paid for at the contract unit price per linear foot for "Concrete Pipe" of several classes, types, sizes and depths, which price and payment shall constitute full compensation for furnishing, hauling and installing the pipe for common excavation; for backfill and compaction; for jointing; for connections to structures; and for all material, labor, equipment, tools and incidentals necessary to complete the pipe as shown on the plans, but shall not constitute payment for manholes, catch basins, inlets, cradles, inspection holes, or headwalls, the payment for which is provided for as separate items.

The cubic yards of concrete determined as provided under "Method of Measurement" shall be paid for at the contract unit price per cubic yard for "Concrete for Pipe Cradles", which price and payment shall constitute full compensation for concrete in-place including reinforcing when shown on the plans.

End of Section

Curb and Gutter

1.1. Description:

“Concrete Curb and Gutter” shall consist of Portland Cement combined concrete curb and gutter with or without reinforcing steel as required, constructed on an approved subgrade or foundation material in accordance with these specifications, in conformity with the lines and grades established by the Engineer and details shown on the plans. Item 529 of the TxDOT Standard Specification 1995 shall apply.

2.1. Materials:

The materials shall conform to section 529.2 of the TxDOT Standard Specifications 1995

3.1. Construction Methods:

The construction methods shall conform to section 529.3 of the TxDOT Standard Specifications 1995.

4.1. Measurement:

Concrete curb and gutter will be measured by the linear foot, complete, in place.

5.1. Payment:

Payment shall be in conformance with section 529.5 of the TxDOT Standard Specifications 1995.

End of Section

Specifications for Driveway Repairs

1.1. Description:

This item shall govern for driveways, with or without reinforcing steel, composed of portland cement concrete constructed on approved subgrade, foundation material or finished surface in accordance with the lines and grades established by the engineer and in conformance with details shown on the plans.

1.2. Materials:

Concrete shall be class “a” concrete meeting the requirement of the item “concrete for structures” or concrete as specified in the items of “concrete pavement” in TxDot 1982 specification.

Reinforcing steel, if required shall conform to the requirements of the item “reinforcing steel”.

1.3. Construction Methods:

The subgrade foundation, or pavement surface shall be shaped to lines, grades, and cross sections, hand tamped and sprinkled. If dry, the subgrade or foundation material shall be sprinkled lightly immediately before concrete is deposited thereon.

Outside forms shall be of wood or metal, of a section satisfactory to the engineer, straight, free of warp and of a depth equal to the depth required. They shall be securely staked to line and grade, and maintained in a true position during the depositing of concrete.

The reinforcing steel, if required, shall be placed in position as required by the plans. Care shall be exercised to keep all steel in its proper location.

After the concrete has been struck off and after it has become sufficiently set, the exposed surfaces shall be thoroughly worked with a wooden float.

Where driveway abut a curb or retaining wall, approved expansion material shall be placed along their entire length. Similar expansion material shall be placed around all obstruction protruding through driveways.

End of Section

Structures, Manholes, Catch Basins, Inlets and Inspection Holes, Headwalls & Miscellaneous Structures

1.1 Description:

This item shall consist of manholes, catch basins, inlets, inspection holes, and miscellaneous drainage structures constructed of such materials and in accordance with these specifications at the locations and in conformity with the line, grade, and dimensions shown on the plans, or as required by the Engineer. These structures shall include the furnishing and installation of such specials and connections to pipes and other structures as may be required to complete the item as shown on the plans. The structures shall provide for the collection of surface water with the exception of manholes and inspection holes which may be designed with closed covers.

2.1 Materials:

- a. Brick: The brick shall be grade MA brick as set out in A.A.S.H.T.O. Specification M-91.
- b. Mortar: The mortar for brick masonry and similar work shall be composed of one part of Portland Cement and two parts of mortar sand by volume. The Portland Cement shall conform to the requirements of A.A.S.H.T.O. Specification M-85, Type II. The sand shall conform to the requirements of A.A.S.H.T.O. Specification M-45. The water shall be clean and free from injurious amount of sewage, oils, acid, strong alkalis, or vegetable matter.
- c. Concrete: Plain and reinforced concrete used in structures, connections of pipes with structures, support of structures or frame, shall conform to the requirements for concrete as set out in "Structural Portland Cement Concrete".
- d. Frame, Cover and Grate Castings: The castings shall conform to one of the following requirements:
 - Gray iron castings shall meet not less than minimum A.A.S.H.T.O. Specification M-105.
 - Malleable iron castings shall meet the requirements of A.A.S.H.T.O. Specifications.
 - Steel castings shall meet the requirements of A.A.S.H.T.O. Specification M-103.
 - All castings shall be true to form and dimensions, and shall be free from inclusions of foreign material, casting faults, injurious blow holes, cracks, sponginess, and other defects rendering them unsuitable.
 - All castings shall conform to requirements as to type, size, dimensions and strength as specified on the plans.

The finished frame cover or grate shall have the bearing surfaces machined or ground so that there are no variations that will permit rocking or rattling, and the diameter of the cover or grate shall be such as to fit the frame without wedging.

- e. Steel Grates and Frames: Steel for grates and frames shall conform to the requirements for structural steel of A.S.T.M. Designation A-36, A-283, A-663, and A-675 and shall be fabricated to the dimensions and spacings shown on the plans. After fabrication the grates and frames shall be galvanized to meet the requirements of A.A.S.H.T.O. Specification M-111 or A.S.T.M. Designation A-123.

Grates shall be designed to support the loadings specified.

Each grate and frame unit shall be provided with fastening units to prevent it from being dislodged by traffic but which will allow for easy removal for access to the structure.

3.1 Construction Methods:

a. Unclassified Excavation:

1. The Contractor shall do all excavation for structures and structure footings to the lines and grades or elevations, as shown on the plans or as staked by the Engineer. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown. The elevations of the bottoms of footings, as shown on the plans, shall be considered as approximate only; and the Engineer may order in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation.
2. Boulders, logs, or any other objectionable material encountered in excavation shall be removed. All rock or other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped or serrated, as directed by the Engineer. All seams or crevices shall be cleaned out and grouted. All loose and disintegrated rock and strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to disturb the bottom of the excavation, and excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.
3. The Contractor shall do all bracing, sheathing or shoring necessary to perform and protect the excavation and the structure; also, as required for safety or to conform to government laws. The cost of bracing, sheathing, or shoring shall be included in the unit price bid for the structure.
4. Unless otherwise provided, bracing, sheathing, or shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be effected in such a manner as not to disturb or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.
5. After each excavation is completed, the Contractor shall notify the Engineer to that effect; and concrete or reinforcing steel shall be placed after the Engineer has approved the depth of the excavation and the character of the foundation material.

b. Brick Structures:

1. Foundations: The foundation for all brick structures shall be placed after the foundation excavations is completed and accepted. The foundation shall be built to the correct elevation, in accordance with the plans and shall be finished to cause the least resistance to flow.
2. Laying Brick: All brick shall be thoroughly clean; the bed which is to receive the brick shall be thoroughly cleaned and wetted with water before place mortar thereon.

All brick shall be laid in freshly made mortar composed of one part by volume Portland Cement and two parts by volume of sand with the possible addition of hydrated lime in an amount not to exceed fifteen (15) percent by volume of the cement used. The brick shall be laid in courses using the shoved-joint method so as to thoroughly bond them into the mortar and always with the joints completely filled with mortar. The brick shall be laid in a workmanship manner, and true to the

lines and grades indicated on the plans.

The arrangement of headers and stretchers shall be such as will thoroughly bond the masonry; and unless otherwise indicated, brick masonry shall be of alternate headers and stretchers with consecutive breaking joints. The courses shall be laid continuously with joints broken or alternating evenly with the joints in the preceding courses. The joints shall not be less than one-fourth (1/4) inch nor not more than one-half (1/2) inch in thickness. Face joints shall be neatly struck, using the weather joint. All shall be finished properly as the laying of brick progresses.

No spalls or bats shall be used except in shaping around irregular openings or connections or when unavoidable to finish out a course, in which case a full brick shall be used at the corner and the bat in the interior of the course.

In case any brick is moved, or a joint broken during laying, the brick shall be taken up, the mortar thoroughly cleaned from the brick, bed, and joints, and the brick re-laid in fresh mortar. In hot and dry weather, or when directed, the brick masonry shall be protected and kept moist for a period of at least forty-eight (48) hours after laying of brick.

Unless otherwise shown on the plans, the inside and outside surfaces of brick masonry shall be neatly plastered with mortar to a thickness of not less than one-half (1/2) inch, and the mortar shall be finished to a true and uniform surface. The mortar shall be protected and kept moist for forty-eight (48) hours after completion.

Brick masonry shall not be constructed in freezing weather or when bricks contain frost, except by written permission of the Engineer and subject to such conditions for protection against freezing.

c. Concrete Structures:

The structures shall be constructed of concrete, built on prepared foundations, conforming to the dimensions and form indicated on the plans. The construction shall conform to the methods, forms, mixture, placement, and curing, as specified in "Structural Portland Cement Concrete (Plain and Reinforced)". Any reinforcement required shall be of the kind, type, and size, and shall be furnished, located, spaced, bent, and fastened as indicated on the plans, it shall be approved by the Engineer before the concrete is poured.

All invert channels shall be constructed and shaped accurately so as to be smooth, uniform, and cause minimum resistance to flow. The interior bottom shall be sloped downward toward the outlet.

d. Inlet and Outlet Pipes:

Inlet and outlet pipes shall extend through the walls of the structure for a sufficient distance beyond the outside surface to allow for connections, but shall be cut off flush with the wall on the inside surface unless otherwise directed. Concrete or brick and mortar shall be constructed around the pipes so as to prevent leakage and form a neat connection.

e. Placement and Treatment of Casting, Frames and Fittings:

All castings, frames, and fittings shall be placed in the positions indicated on the plans or as directed by the Engineer, and shall be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

When frames or fittings are to be placed upon previously constructed masonry, the bearing surface of

masonry shall be brought true to line and grade and present an even bearing surface in order that the entire face of back of the unit will come in contact with the masonry. The unit shall be set in mortar beds or anchored to the masonry, as indicated on the plans or as directed and approved by the Engineer. All units shall set firm and secure.

After frames or fittings have been set in final position, and the concrete or mortar has been allowed to harden for seven (7) days, the grates or covers shall be placed and fastened down.

f. Installation of Steps:

The steps shall be installed as indicated on the plans, or as directed by the Engineer. When the steps are to be set in concrete they shall be placed and secured in position before the concrete is poured. When the steps are installed in brick masonry they shall be placed as the masonry is being built. The steps shall not be disturbed or used until the concrete or mortar has hardened for at least seven (7) days. After this period has elapsed, the steps shall be cleaned and painted, unless they have been galvanized.

g. Backfilling:

1. After a structure has been completed, the area around it shall be filled with approved material, in horizontal layers not to exceed eight (8) inches in loose depth, and compacted to the density specified. The fill shall be made to the elevation shown on the plans or as directed by the Engineer.
2. No backfilling shall be placed against any structure until permission is given by the Engineer. In the case of concrete, such permission preferably shall not be given until the concrete has been in place fourteen (14) days, or until the tests made by the laboratory under the supervision of the Engineer, established that the concrete has attained sufficient strength to withstand any pressure created by the methods used and materials placed without damage or strain beyond a safe factor. Adequate provisions shall be made for thorough drainage.
3. Fill placed shall be deposited all around a structure at the same time and to approximately the same elevation. Special care shall be taken to prevent any wedging action against the structure, and all slopes bounding or within the areas to be backfilled will be stepped or serrated to prevent wedge action.
4. All backfill shall be compacted to a density equal to the adjoining undisturbed soil or as directed by the Engineer.
5. Backfill shall not be measured for direct payment. Performance of this work is not payable directly, but shall be considered as a subsidiary obligation of the Contractor, covered under the contract unit price for the structure involved.

h. Cleaning and Restoration of Site:

1. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. Where excavations are done in paved areas, whether gravel topping or hard surfaced, or other areas that may be specified by controlling agency, the backfilling shall be done by controlled moisture and tamping in six (6) inch layers and the pavement surface shall be restored to its original finish and in equal condition and quantities as found at the time of beginning of construction. The Contractor shall restore all disturbed areas to their original condition.
2. After all work is completed, the Contractor shall remove all tools and other equipment used by

him leaving the entire site free, clear, and in good condition.

3. Performance of the work described in this section is not payable directly, but shall be considered as a subsidiary obligation of the Contractor, covered under the contract unit price for structure.

4.1 Method of Measurement:

The number of manholes, catch basins, inlets, inspection holes, headwalls, etc. shall be counted for each type and size of structure listed as the number of units complete in place and accepted.

5.1. Basis of Payment:

The number of units of structures, determined as provided in "Measurement", shall be paid for at the contract price per each for "Manholes, Catch Basins, Inlets, Inspection Holes, Headwalls, etc." respectively, as called for in the bid schedule, which prices and payment shall constitute full compensation for furnishing all materials; for placing and finishing; for all connections to drainage pipe; for all excavation and hauling; for all backfilling; for furnishing, setting, anchoring any frame, grate, cover, or fitting necessary to complete structure; for finishing flow line; for placing steps; for plastering brick surfaces as required; and for all labor, equipment, tools, and incidentals necessary to complete the work.

End of Section

Type II Barricade