




**HIDALGO COUNTY PRECINCT No.1  
BORDER COLONIA ACCESS PROGRAM**

**CONTRACT, DOCUMENTS AND  
TECHINICAL SPECIFICATIONS**

**HIDALGO COUNTY PRECINCT No.1  
TIJERINA ESTATES  
Bid No. 6540-62-0309-5100-6200**

**PREPARED BY:  
QUINTANILLA, HEADLEY & ASSOCIATES, INC.  
CONSULTING ENGINEERS/LAND SURVEYORS  
ENGINEERING FIRM REG. NO. F-1513  
SURVEYING FIRM REG. NO. 100411-00  
124 E.STUBBS ST. EDINBURG, TEXAS 78539**



# General Request for Bid Package

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# INVITATION TO BIDDERS

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

Bid #	Bid Description	Opening Date:
RFB No: 6540-62-0309-5100-6200	"HIDALGO COUNTY PRECINT No.1 TIJERINA ESTATES	

**Specifications:** Specifications including drawings and technical specifications may be viewed and/or obtained at [Quintanilla, Headley & Associates, Inc. 124 E. Stubbs Street, Edinburg, Texas 78539 Phone: \(956\) 381-6480](#). Copies of the above documents may be obtained at the office of the engineer in accordance with the Instruction to Bidders upon the non-refundable deposit of [\\$100.00](#) for each set of documents.

**Pre-Bid Conference:** A Pre-Bid Conference will be held on [Friday, \\_\\_\\_\\_\\_ at 10:30 a.m.](#) at the Urban County Program Conference room located at 3304 West Alberta Road, Edinburg, Texas 78539.

**Requirements:** Upon submitting sealed bid, bidders are required to properly identify (handwritten, typed, or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and [Bid #6540-62-0309-5100-6200 Hidalgo County Precinct No.1 – TIJERINA ESTATES](#) on the lower left hand corner of sealed envelope/and or packet. Overnight mail must also be properly labeled on the outside of express envelope or package.

The sealed bid must contain one (1) original and two (2) copies of bid and must be clearly identified and addressed for delivery to:  
**Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent  
Hidalgo County Purchasing Department**

**US Postal Mail/Courier Address:**  
2812 S. Business Hwy. 281  
Hidalgo County New Administration Building  
Edinburg, Texas 78539

**Physical Location:**  
2802 S. Business Hwy. 281  
Hidalgo County New Administration Building  
(Southeast of Canton Rd & Business 281)  
Edinburg, Texas 78539

**Deadline:** Sealed bids will be accepted until [Wednesday, \\_\\_\\_\\_\\_ at 9:30 a.m.](#) at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building in Edinburg, Texas 78539. No facsimiles or late arrivals will be accepted. Any bid received after that time will not be opened and will be returned.

**Bid Security:** 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.

**Davis-Bacon Prevailing Wage Rates:** This project is funded by the U.S. Department of Housing & Urban Development Community Development Block Grant Program and bidders must adhere to Texas State Prevailing Wage Requirements for Hidalgo County and Davis-Bacon Federal Wage Rates, including Certified Payroll. Be advised applicable wage rates may change.

**Section 3/WMBE:** The County of Hidalgo will actively encourage participation of Section 3 businesses and Women and Minority Business Enterprises (WMBEs) on this project. All Section 3 business contractors, potential Section 3 business contractors, and WMBE contractors are strongly encouraged to submit bids. Please contact Hidalgo County-Urban County Program at 956-787-8127 for inquiries concerning Section 3 or specifics on how to become a Section 3 business. HUD Regulations 24 CFR 135.9, Requirements applicable to HUD NOFAs for section 3 covered programs states the following: (a) *Certification of compliance with part 135.* All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by section 3 shall include a provision in the NOFA that notifies applicants that section 3 and the regulations in part 135 are applicable to funding awards made under the NOFA. Additionally the NOFA shall require as an application submission requirement (which may be specified in the NOFA or application kit) a certification by the applicant that the applicant will comply with the regulations in part 135. (For PHAs, this requirement will be met where a PHA Resolution in Support of the Application is submitted.) With respect to application evaluation, HUD will accept an applicant's certification unless there is evidence substantially challenging the certification. (b) *Statement of purpose in NOFAs.* (1) For competitively awarded assistance in which the grants are for activities administered by an HA, and those activities are anticipated to generate significant training, employment or contracting opportunities, the NOFA must include a statement that one of the purposes of the assistance is to give to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

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 23<sup>rd</sup> day of April, 2012.

**MARTHA L. SALAZAR, CPPB  
HIDALGO COUNTY PURCHASING AGENT  
REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233**

# REQUEST FOR BID (RFB) CHECKLIST

## HIDALGO COUNTY URBAN COUNTY PROGRAM

### "HIDALGO COUNTY PRECINCT No.1

### TIJERINA ESTATES

**Bid No: 6540-62-0309-5100-6200**

- **Request for Bid Letter**  
(Vendor information only, do not include with sealed bid)
- **Request for Bid, Legal Notice, consisting of 6 pages.**  
(Vendor information only, do not include with sealed bid)
- **Exhibit "A" Specifications consisting of 3 pages**  
(Must be submitted as part of sealed bid)
- **Exhibit "B" Bid Page consisting of 3 pages**  
(Must be submitted as part of sealed bid)
- **Exhibit "C" Insurance Requirements consisting of 2 pages**  
(May be enclosed in sealed bid, see additional information of Exhibit "C")
- **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page**  
(Do not resubmit, if previously completed & submitted to the County Clerk's Office, except on an annual basis from original filing date)
- **Vendor/Bidder Application and W-9 form consisting of 2 page**  
(Complete and include with sealed bid packet, if not previously submitted to the Urban County Program, except for changes to the current application)
- **Draft Construction Contract consisting of 2 pages**  
(Vendor information only, do not include with sealed bid)
- **Certification Regarding Debarment 1 page**  
(Complete and include with sealed bid packet)
- **Section 3 Plan & Exhibits A-K 12 pages**  
(Must be submitted as part of sealed bid)

The above-mentioned items are found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact the Urban County Program Coordinator at (956) 787-8127, for missing documentation. The Urban County Program Coordinator will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you

\_\_\_\_\_  
Diana R. Serna, Director  
Urban County Program

\_\_\_\_\_  
Date

July 2, 2013

To Whom It May Concern:

Re: **HIDALGO COUNTY- URBAN COUNTY PROGRAM**  
Request for Bids: **“Hidalgo County Precinct No.1 – Tijerina Estates**  
**Bid No: 6540-62-0309-5100-6200**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Urban County Program welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call Amanda Flores, Program Coordinator at (956)787-8127.

Sincerely,

**Diana R. Serna, Director**  
Urban County Program

Enclosures

<b>Bid No: 6540-62-0309-5100-6200</b>	<b>Urban County Program Coordinator: Amanda Flores</b>	<b>Tel. No: (956) 787-8127</b>
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# **REQUEST FOR BIDS**

## **HIDALGO COUNTY-URBAN COUNTY PROGRAM**

**HIDALGO COUNTY PRECINCT No.1  
TIJERINA ESTATES**

## **BID OPENING DATE**

**Contact Person:**

**QUINTANILLA, HEADLEY & ASSOCIATES, INC.  
PROJECT ENGINEER  
124 E. STUBBS ST.  
EDINBURG, TEXAS 78539**

**PPROVED AS TO FORM**

**Atlas, Hall & Rodriguez**

**By: Stephen L. Crain**

**Date: 10/18/2012**

Form HCPD-03

1. Sealed bids will be received for **Hidalgo County-Urban County Program- Hidalgo County Precinct No.1- Tijerina Estates** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth.
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: 6540-62-0309-5100-6200 Hidalgo County-Urban County Program- Hidalgo County Precinct No.1- Tijerina Estates and in County's Purchasing Department, 2802 So. Bus. Hwy 281, Administration Building, Postal: 2812 So. Bus. Hwy 281, Edinburg, Texas 78539, on or before **9:30 a.m., Wednesday, \_\_\_\_\_, 2013. 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: 6540-62-0309-5100-6200 Hidalgo County-Urban County Program- Hidalgo County Precinct No.1- Tijerina Estates** 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.
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
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. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
7. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
8. 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.
9. County reserves the right to accept or reject any or all bids.
10. 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.

11. Funds for this procurement will be provided through Hidalgo County Urban County Program with U.S. Department of Housing and Urban Development funds.
12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a 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.
13. Billing and payment instructions:
  - Must utilize Urban County Program Request for Payment form
  - 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-Urban County Program – Hidalgo County Precinct No.1 Tijerina Estates"**
  - Descriptive information as to the items or services delivered
  - Discount payments will be considered when offered
  - Contact person for Billing and Payment questions:

**Hidalgo County-Urban County Program**  
**3304 West Alberta Road**  
**Edinburg, Texas 78539**  
**ATTN: Diana R. Serna, Director**  
**(956) 787-8127**

14. Schedule of Events:
 

<b>Bid Opening</b>	, 2013, 9:30am
Estimated Award of Contract	, 2013
Estimated Commence Work or Deliver Products	, 2013

15. Bid or Performance Bond and Debarment Certification; Payment under Contract:
  - 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.
  - 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.
  - 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.

#### 16. Section 3

- If the contract proposed is for the construction of public works and is for a contract for goods & services exceeding \$100,000, bidders must apply for qualification as a Section 3 Business Concern by completing the required Section 3 documents and Exhibits “A” through “K” provided.
- The recipient shall direct their efforts to award section 3 covered contracts, to the greatest extent feasible. A section 3 business concern seeking a contractor or a subcontract shall submit evidence to the recipient, if requested, sufficient to demonstrate to the satisfaction of the party awarding the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of §24 CFR 85.36 (see 24 CFR (b)(8)).
  - a) §24 CFR 85.36 (24 CFR (b)(8) of Procurement Standards states that grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- This regulation requires consideration of, among other factors, the potential contractor’s record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination. Priority consideration shall be given , where feasible, to:
  - a) Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses) and;
  - b) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);
  - c) Other section 3 business concerns.

Information concerning Section 3 stated above was adopted from Title 24: Housing & Urban Development, Part 135 – Economic Opportunities for Low-and Very Low-Income Persons, §135.36 Preference for section 3 business concerns in contracting opportunities.

#### 17. 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.

18. 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 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF CIQ FORM IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

19. 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.
20. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
21. 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 Section 3 requirements by completion and submission of Section 3 required documents;
  - 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.
22. 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.
23. 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.
24. 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.
25. 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 judgment 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.
26. 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.
27. 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.
28. 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 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 (properly 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 using 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 he 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 dues hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set with 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: \_\_\_\_\_

# **EXHIBIT “A”**

## **SPECIFICATIONS:**

**Hidalgo County -- Urban County Program  
“Hidalgo County Precinct No.1  
Tijerina Estates**

## **SCOPE OF WORK, SPECIFICATION REQUIREMENTS AND OTHER TERMS & CONDITIONS:**

The County of Hidalgo requests proposal for:  
**“Hidalgo County Precinct No.1- Tijerina Estates**

(See attached specifications as prepared by Quintanilla, Headley & Associates, Inc)

**Engineering Firm Contact:**

Eulalio Ramirez, P.E.  
124 E. Stubbs Street  
Edinburg, TX 78539  
956-381-6480

**Hidalgo County Precinct No.1**

A.C. Cuellar, Jr., County Commissioner  
956-968-8733

**Hidalgo County-Urban County**

**Program Contact:**

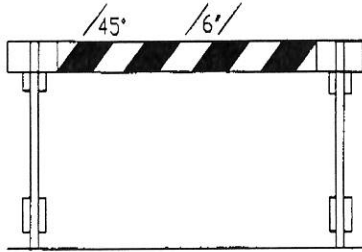
Amanda Flores, Program Coordinator  
956-787-8127

## Technical Specifications

- a. Barricades-Types
- b. Cast In Place Concrete
- c. Cement Concrete Paving
- d. Clearing and Grubbing
- e. Concrete Pipe
- f. Disinfection of Water Distribution
- g. Driveway Repair
- h. Excavations
- i. Flexible Base
- j. Geogrid Reinforcement Specification
- k. Gravel Bedding Material
- l. Hot Mix Asphaltic Concrete Pavement
- m. Jacking, Boring and Tunneling Pipe
- n. Laying Culvert Pipe
- o. Lime Treatment for Base Courses
- p. Preparation of Right of Way
- q. PVC Corrugated Sewer Pipe
- r. Road Grader Work
- s. Safety End Treatment
- t. Site Preparation & Grading
- u. Structures, Manholes, Catch Basins, Inlets and Inspection Holes, Headwalls and Miscellaneous Structures
- v. Subgrade Preparation
- w. Traffic Control
- x. Trench Excavation Protection
- y. Waterline Specifications
- z. Geotechnical Engineering Study

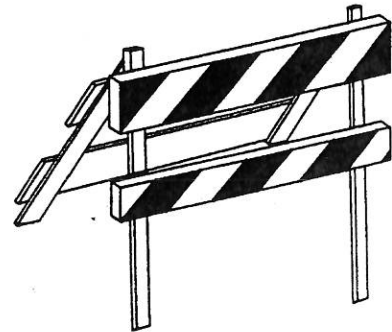
# Barricades – Types

## TYPE I BARRICADE

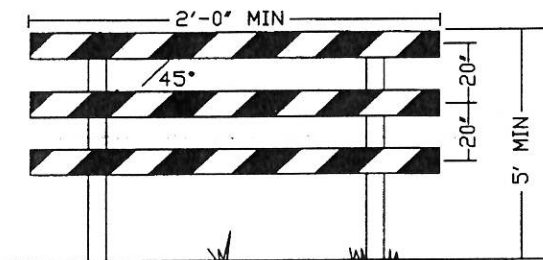


ENTIRE BARRICADE SHALL BE WHITE EXCEPT FOR THE RAILS WHICH SHALL HAVE ORANGE AND WHITE STRIPING

## TYPE II BARRICADE



## TYPE III BARRICADE



## 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**

## Portland Cement Concrete Paving

**A. Description:**

This item shall consist of Concrete Paving with or without reinforcing steel composed of Portland Cement Concrete constructed as herein specified on approved subgrade in conformity with the lines and grades established by the Engineer and the details shown on the plans.

**B. Materials:**

The materials shall conform to the section 530.2 of the TxDOT Standard Specification 1995.

**C. Construction:**

The construction methods shall conform to section 530.3 of the TxDOT Standard Specification 1995.

**D. Measurement:**

Work and accepted materials as prescribed for this item will be measured separately by the square yard of surface area of completed concrete paving.

**End of Section**

# Clearing and Grubbing

## Part 1 - General

### 1.1 General Description of Work:

- A. Clearing and grubbing on project site of trees, stumps, brush, roots, vegetation, logs rubbish and other objectionable matter within limits described in specifications or as shown on plans.
- B. Clearing and grubbing shall be in advance of grading operation except that in cuts over 3 feet in depth, grubbing may be done simultaneously with excavation, provided objectionable matter is removed as specified.
- C. Disposal of all debris resulting from clearing and grubbing work.

### 1.2 Protection of Adjacent Work:

- A. Protect all areas outside indicated construction areas.
- B. Protect existing improvements, adjacent property, utilities and other facilities, and trees and plants not to be removed from injury or damage.

## Part 2 – Products:

### 2.1 Materials:

- A. Provide materials required to perform work as specified.

## Part 3 - Execution

### 3.1 Clearing:

- A. Clear all areas covered by dikes, roads, structures and embankments within project limits unless otherwise shown in plans.
- B. Remove all saplings, brush, down-timber and debris unless shown or directed otherwise.
- C. Use tree wound paint to treat scars, gashes or limbs stubs on trees not removed.

### 3.2 Grubbing:

- A. Trees, stumps, root systems, rocks and other obstructions shall be removed to the depths shown when they fall within the construction templates for the following items:
  - 1. Footings 18-inches below bottom of footing.
  - 2. Sidewalks (or other types of walks) 12-inches below bottom of walk.

- |    |                     |                                    |
|----|---------------------|------------------------------------|
| 3. | Roadways or Streets | 18-inches below bottom of subgrade |
| 4. | Parking Areas       | 18-inches below bottom of subgrade |
| 5. | Grassed Areas       | 18-inches below top soil           |
| 6. | Fills               | 24-inches below bottom of fill     |

B. Blasting not permitted.

### **3.3 Removal of Debris and Cleanup:**

- A. Burn as permitted by regulating agencies or the Engineer as work progresses.
- B. Unguarded fires will not be permitted.
- C. Permits will be obtained, where required, for necessary burning or disposal sites.
- D. Dispose of all waste materials not burned by removal from site.
- E. Materials cleared and grubbed shall be the property of the Contractor and shall be his responsibility for disposal.

### **Part 4 - Measurement and Payment:**

#### **4.1 Clearing and Grubbing:**

- A. Clearing and Grubbing shall be measured for payment either in acres or by lump sum only for areas indicated on the plans, or as provided in the proposal and contract.
- B. When not listed as separate contract pay item, Clearing and Grubbing shall be considered as incidental work, and the cost thereof shall be included in such contract pay items as are provided in the proposal contract.
- C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor equipment, tools and in incidentals required for the work, all in accordance with the plans and these specifications.

**End of Section**

# 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**

# Disinfection of Water Distribution System

## Part 1. General

### 1.1 Section Includes:

- A. Disinfection of potable water distribution (and transmission) system.
- B. Testing and reporting results.

### 1.2 References:

- A. AWWA B300 - Standard for Hypochlorities.
- B. AWWA B301 - Standard for Liquid Chlorine
- C. AWWA C651 - Standards for Disinfecting Water Mains
- D. 31 TAC 290.38 through 290.46 - Rules and Regulations for Public Water Systems, Texas Administrative Code.

### 1.3 Submittals for Information:

- A. Test Reports: Indicate results comparative to specified requirements.
- B. Certification: Certify that cleanliness of water distribution system meets or exceeds specified requirements.

### 1.4 Project Record Documents:

- A. Disinfection Report:
  - 1. Type and form of disinfection used.
  - 2. Date and time of disinfection injection start and time of completion.
  - 3. Test locations.
  - 4. Initial and 24 hour disinfection residuals (quality in treated water) in ppm for each outlet tested.
  - 5. Date and time of flushing start and completion
  - 6. Disinfectant residual after flushing in ppm for each outlet tested.
- B. Bacteriological Report:
  - 1. Date issued, project name, and testing laboratory name, address and telephone number.
  - 2. Time and date of water sample collection.
  - 3. Name of person collecting samples.
  - 4. Test locations.
  - 5. Initial and 24 hour disinfectant residuals in ppm for each outlet tested.
  - 6. Coliform bacteria test results for each outlet tested.
  - 7. Certification that water conforms, or fails to conform to bacterial standards of AWWA C651 and 31 TAC 290.38 through 290.46.

### 1.5 Quality Assurance:

- A. Perform work in accordance with AWWA C651.
- B. Testing Firm: Company specializing in testing, examining potable water systems, approved by the State of Texas.
- C. Submit bacteriologist's signature and authority associated with testing.
- D. Bacteriological tests shall indicate negative. If other than negative disinfection shall be repeated.

### **1.6 Regulatory Requirements:**

- A. Conform to AWWA C651 and 31 TAC 290.38 through 290.4 for performing the work of this section.

## **Part 2. Products**

### **2.1 Disinfection Chemicals:**

- A. Chemicals: AWWA B300, Hypochlorite and AWWA B301, Liquid Chlorine.

## **Part 3. Execution**

### **3.1 Examination:**

- A. Verify that piping system and structures have been cleaned, inspected, and pressure tested.
- B. Perform scheduling and disinfecting activity with start-up, testing, adjusting and balancing, demonstration procedures, including coordination with related systems.
- C. Pressure test piping systems as required before disinfection.

### **3.2 Execution:**

- A. Provide and attach required equipment to perform the work of this section.
- B. Inject treatment disinfectant into piping system, tank or structure. Disinfection agent may be introduced with permanent chlorination equipment when possible, or other means of application. Application of chlorine gas under pressure directly to the water is not permitted.
- C. Maintain disinfectant in system for 24 hours.
- D. Flush, circulate, and clean until required cleanliness is achieved; use municipal domestic water.
- E. Replace permanent system devices removed for disinfection.

### **3.3 Field Quality Control:**

- A. Quality Assurance: Field inspection and testing.
- B. Test samples in accordance with AWWA C651 and 31 TAC 291.46
- C. Take samples from water in pipe or structures and analyze for bacteria.

## **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 a but 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**

# Excavations

## **Introduction**

The Occupational Safety and Health Administration (OSHA) issued its first Excavation and Trenching Standard in 1971 to protect workers from excavation hazards. Since then, OSHA has amended the standard several times to increase worker protection and to reduce the frequency and severity of excavation accidents and injuries. Despite these efforts, excavation-related accidents resulting in injuries and fatalities continue to occur.

To better assist excavation firms and contractors, OSHA has completed updated the existing standard to simplify many of the existing provisions, add and clarify definitions, eliminate duplicate provisions and ambiguous language, and give employers added flexibility in providing protection for employees. The standard is effective as of March 5, 1990.

In addition, the standard provides several new appendices. One appendix provides a consistent method of soil classification. Others provide sloping and benching requirements pictorial examples of shoring and shielding devices, timber tables, hydraulic shoring tables, and selection charts that provide a graphic summary of the requirements contained in the standard.

This booklet highlights the requirements in the updated standard excavation and trenching operations, provides methods for protecting employees against cave-ins, and described safe work practices for employees.

## **Scope and Application**

OSHA's revised rule applies to all open excavations in the earth's surface, which includes trenches.

According to the OSHA construction safety and health standards, a trench is referred to as a narrow excavation made below the surface of the ground in which the depth is greater than the width-the width not exceeding 15 feet. An excavation is any man-made cut, cavity, trench, or depression in the earth's surface formed by earth removal. This can include excavations for anything from cellars to highways.

## **General Requirements**

### **Planning for Safety**

Many on-the-job accidents are a direct result of inadequate initial planning. Correcting mistakes in shoring and/or sloping after work has begun slows down the operation, adds to the cost, and increases the possibility of an excavation failure. The contractor should build safety into the pre-bid planning in the same way all other pre-bid factors are considered.

It is a good idea for contractors to develop safety checklists before preparing a bid, to make certain there is adequate information about the job site and all needed items are on hand.

These checklists should incorporate elements of the relevant OSHA standards as well as other information necessary for safe operations.

Before preparing a bid, these specific site conditions should be taken into account:

- Traffic,
- Nearness of structures and their conditions,
- Soil,
- Surface and ground water,
- The water table,
- Overhead and underground utilities and
- Weather.

These and other conditions can be determined by job site studies, observations, test borings for soil type or conditions, and consultations with local officials and utility companies.

Before any excavation actually begins, the standard requires the employer to determine the estimated location of utility installations-sewer, telephone, fuel, electric, water lines, or any other underground installations-that may be encountered during digging. Also, before starting the excavation, the contractor must contact the utility companies or owners include and inform them, within established or customary local response times, of the proposed work. The contractor must also ask the utility companies or owners to find the exact location of the underground installations. If they cannot respond within 24 hours (unless the period required by the state or local law is longer), or if they cannot find the exact location of the utility installations, the contractor may proceed with caution. To find the exact location of underground installations, workers must use safe and acceptable means. If underground installations are exposed, OSHA regulations also require that they be removed, protected or properly supported.

When all necessary specific information about the job site is assembled, the contractor is ready to determine the amount, kind, and cost of safety equipment needed. A careful inventory of the safety items on hand should be made before deciding what additional safety material must be acquired. No matter how many trenching, shoring and backfilling jobs have been done in the past, each job should be approached with the utmost care and preparation.

### **Before Beginning the Job**

It is important, before beginning the job, for the contractor to establish and maintain a safety and health program for the work site that provides adequate systematic policies, procedures, and practices to protect employees from, and allow them to recognize, job-related safety and health hazards.

An effective program includes provisions for the systematic identification, evaluation, and prevention or control of general workplace hazards, specific job hazards, and potential hazards that may arise from foreseeable conditions. The program may be written or verbal but it should reflect the unique characteristics of the job site.

To help contractors develop an effective safety and health program, in 1989 OSHA issued recommended guidelines for the effective management and protection of worker safety and health. The

complete original text of the no mandatory guidelines is found in the Federal Register (54 FR(18):3904-3916, January 26, 1989).

A copy of the guidelines can be obtained from the OSHA Publications Office, U.S. Department of Labor, 20 Constitution Avenue, N.W., Room N-3101, Washington, D.C. 20210, or from the nearest OSHA Regional Office listed in this booklet.

To be sure safety policies are implemented effectively, there must be cooperation among supervisors, employee groups, including union, and individual employees. Each supervisor must understand the degree of responsibility and authority he or she holds in a particular area. For effective labor support, affected unions should be notified of construction plans and asked to cooperate.

It is also important, before beginning work, for employers to provide employees who are exposed to public vehicular traffic with warning vests or other suitable garments marked with or made of reflectorized or high-visibility material and ensure that they wear them. Workers must also be instructed to remove or neutralize surface encumbrances that may create a hazard.

In addition, no employee should operate a piece of equipment, without first being properly trained to handle it and fully alerted to its potential hazards.

In the training and in the site safety and health program, it also is important to incorporate procedures for fast notification and investigation of accidents.

### **On-the-Job Evaluation**

The Standard requires that a competent person inspect, on a daily basis, excavations and the adjacent areas for possible cave-ins, failures of protective systems and equipment, hazardous atmospheres, or other hazardous conditions. If these conditions are encountered, exposed employees must be removed from the hazardous area until the necessary safety precautions have been taken. Inspections are also required after natural (e.g. heavy rains) or man-made events such as blasting that may increase the potential for hazards.

Larger and more complex operations should have a full-time safety official who makes recommendations to improve the implementation of the safety plan. In a smaller operation, the safety official may be part-time and usually will be a supervisor.

Supervisors are the contractor's representatives on the job. Supervisors should conduct inspections, investigate accidents, and anticipate hazards. They should ensure that employees receive on-the-job safety and health training. They should also review and strengthen overall safety and health precautions to guard against potential hazards, get the necessary worker cooperation in safety matters, and make frequent reports to the contractor.

It is important that managers and supervisors set the example for safety at the job site. It is essential that when visiting the job site, all managers, regardless of status, wear the prescribed protective equipment such as safety shoes, safety glasses, hard hats, and other necessary gear (see CFR 1926.100 and 102).

Employees must also take an active role in job safety. The contractor and supervisor should make certain that workers have been properly trained in the use and fit of the prescribed protective gear and equipment, that they are wearing and using the equipment correctly, and that they are using safe work practices.

## **Cave-Ins and Protective Support Systems**

### **Support Systems**

Excavation workers are exposed to many hazards, but the chief hazard is danger of cave-ins. OSHA requires that in all excavation employees exposed to potential cave-ins must be protected by sloping, or benching the sides of the excavation; supporting the sides of the excavation, or placing a shield between the side of the excavation and the work area.

Designing a protective system can be complex because of the number of factors involved—soil classification, depth of cut, water content of soil, changes due to weather and climate, or other operation in the vicinity. The standard, however, provides several different methods and approaches (four for sloping and four for shoring, including the use of shields)\* for designing protective systems that can be used to provide the required level of protection against cave-ins.

One method of ensuring the safety and health of workers in an excavation is to slope the side to an angle not steeper than one and one-half horizontal to one vertical (34 degrees measured from the horizontal). These slopes must be excavated to form configurations that are in accordance with those for Type C soil found in Appendix B of the standard. A slope of this graduation or less is considered safe for any type soil (see Figure 1).

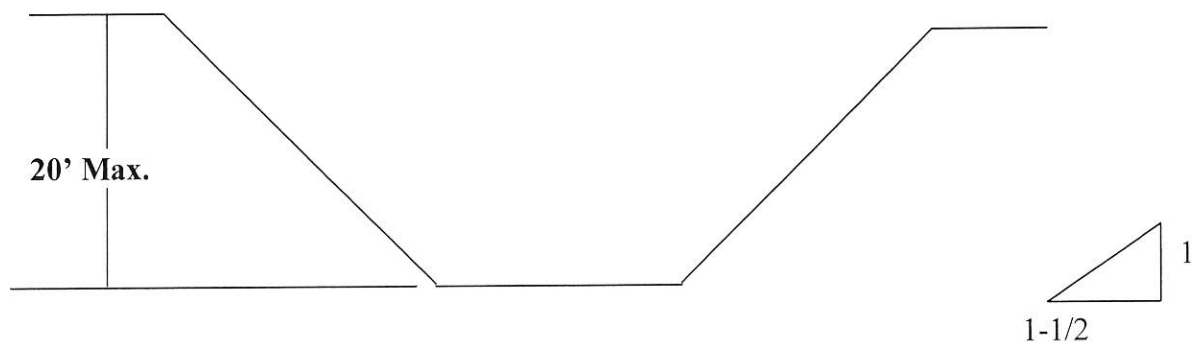


Figure 1. Excavations Made in Type C Soil

All simple slope excavations 20 feet or less in depth shall have a maximum allowable slope of 1 1/2:1.

\*See Appendix F to the standard for a complete overview of all options.

A second design method, which can be applied for both sloping and shoring, involves using tabulated data, such as tables and charts, approved by a registered professional engineer. These data must be in writing and must include sufficient explanatory information to enable the user to make a selection, including the criteria for determining the selection and the limits on the use of the data.

At least one copy of the information, including the identity of the registered professional engineer who approved the data, must be kept at the worksite during construction of the protective system. Upon completion of the system, the data must be stored away from the job site, but a copy must be made available, upon request, to the Assistant Secretary of Labor for OSHA.

Contractors also may use a trench box or shield that is either designed or approved by a registered professional engineer or is based on tabulated data prepared or approved by a registered professional engineer. Timber, aluminum, or other suitable materials may also be used. OSHA standards permit the use of a trench shield (also known as a welder's hut) as long as the protection it provides is equal to or greater than the protection that would be provided by the appropriate shoring system (see Figure 2).

The employer is free to choose the most practical design approach for any particular circumstance. Once an approach has been selected, however, the required performance criteria must be met by that system.

The standard does not require the installation and use of a protective system when an excavation (1) is made entirely in stable rock, or (2) is less than 5 feet deep and a competent person has examined the ground and found no indication of a potential cave-in.

### **Safety Precautions**

The standard requires the employer to provide support systems such as shoring, bracing, or underpinning to ensure the stability of adjacent structures such as buildings, walls, sidewalks or pavements.

Figure 2. Trench Shields

The standard prohibits excavation below the level of the base or footing of any foundation or retaining wall unless (1) a support system such as underpinning is provided, (2) the excavation is in stable rock, or (3) a registered professional engineer determines that the structure is sufficiently removed from the excavation and that excavation will not pose a hazard to employees.

Excavations under sidewalks and pavements are also prohibited unless an appropriately designed support system is provided or another effective method is used.

### **Installation and Removal of Protective Systems**

The standard requires the following procedures for the protection of employees when installing support systems:

- Securely connect members of support system,
- Safely install support systems,
- Never overload members of support systems, and
- Install other structural members to carry loads imposed on the support system when temporary removal of a individual members is necessary.

In addition, the standard permits excavation of 2 feet or less below the bottom of the members of a support or shield system of a trench if (1) the system is designed to resist the loads calculated for the full depth of the trench, and (2) there are no indications, while the trench is open, of a possible cave-in below the bottom of the support system. Also, the installation of support systems must be closely coordinated with the excavation of trenches.

As soon as work is completed, the excavation should be back-filled as the protective system is designated. After the excavation has been cleared, workers should slowly remove the protective system from the bottom up, taking care to release members slowly.

### **Materials and Equipment**

The employer is responsible for the safe condition of materials and equipment used for protective systems. Defective and damaged materials and equipment can result in the failure of a protective system and cause excavation hazards.

To avoid possible failure of a protective system, the employer must ensure that (1) materials and equipment are free from damage or defects, (2) manufactured materials and equipment are used and maintained in a manner consistent with the recommendations of the manufacture and in a way that will prevent employee exposure to hazards, and (3) while in operation, damaged materials and equipment are examined by a competent person to determine if they are suitable for continued use. If the materials and equipment are not safe for use, they must be removed from service. These materials cannot be returned to service without the evaluation and approval of a registered professional engineer.

### **Other Hazards**

#### **Falls and Equipment**

In addition to cave-in hazards and secondary hazards related to cave-ins, there are other hazards from which workers must be protected during excavation-related work. These hazards include exposure to falls, falling loads, and mobile equipment. To protect employees from these hazards, OSHA requires the employer to take the following precautions:

- Keep materials or equipment that might fall or roll into an excavation at least 2 feet from the edge of excavations, or have retaining devices, or both.
- Provide warning systems such as mobile equipment, barricades, hand or mechanical signals, or stop logs, to alter operations of the edge of an excavation. If possible, keep the grade away from the excavation.

- Provide scaling to remove loose rock or soil or install protective barricades and other equivalent protection to protect employees from the hazard of falling, rolling, or sliding material or equipment.
- Prohibit employees from working on faces of sloped or benched excavations at levels above other employees unless employees at lower levels are adequately protected from the hazard of falling, rolling, or sliding material or equipment.
- Prohibit employees under loads that are handled by lifting or digging equipment. To avoid being struck by any spillage or falling materials, require employees to stand away from vehicles being loaded or unloaded. If cabs of vehicles provide adequate protection from falling loads during loading and unloading operations, the operators may remain in them.

### **Water Accumulation**

The standard prohibits employees from working in excavations where water has accumulated or is accumulating unless adequate protection has been taken. If water removal equipment is used to control or prevent water from accumulating, the equipment and operations of the equipment must be monitored by a competent person to ensure proper use.

OSHA standards also require that diversion ditches, dikes, or other suitable means be used to prevent surface water from entering an excavation and to provide adequate drainage of the area adjacent to the excavation. Also, a competent person must inspect excavations subject to runoffs from heavy rains.

### **Hazardous Atmospheres**

Under this provision, a competent person must test excavations greater than 4 feet in depth as well as ones where oxygen deficiency or a hazardous atmosphere exists or could reasonably be expected to exist, before an employee enters the excavation. If hazardous conditions exist, controls such as proper respiratory protection or ventilation must be provided. Also, controls used to reduce atmospheric contaminants to acceptable levels must be tested regularly.

Where adverse atmospheric conditions may exist or develop in an excavation, the employer also must provide and ensure that emergency rescue equipment, (e.g., breathing apparatus, a safety harness and line, basket stretcher, etc.) is readily available. This equipment must be attended when used.

When an employee enters bell-bottom pier holes and similar deep and confined footing excavations, the employee must wear a harness with a lifeline. The lifeline must be securely attached to the harness and must be separate from any line used to handle materials. Also, while the employee wearing a lifeline is in the excavation, an observer must be present to ensure that the lifeline is working properly and to maintain communication with the employee.

### **Access and Egress**

Under the standard, the employer must provide safe access and egress to all excavations. According to OSHA regulations, when employees are required to be in trench excavations 4-feet deep or more, adequate means of exit, such as ladders, steps, ramps or other safe means of egress, must be provided and be within 25 feet of lateral travel. If structure ramps are used as a means of access or egress, they must be designed by a competent person if used for employee access or egress, or a competent person qualified in structural design if used by vehicles. Also, structural members used for

ramps or runways must be uniform in thickness and joined in a manner to prevent tripping or displacement.

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## **Related Issues**

### **Hazard Communication**

The Hazard Communication Standard (29 CFR 1910.1200) requires employers to inform employees of the identities, properties, characteristics, and hazards of chemicals they use and the protective measures they can take to prevent adverse effects. The standard covers both physical hazards (e.g., flammability) and health hazards (e.g., lung damage, cancer). Knowledge acquired under the Hazard Communication Standard will help employers provide safer workplaces for their employees, establish proper work practices, and help prevent chemical-related illnesses and injuries.

### **Access to Medical and Exposure Records**

Under the provision of the Access to Medical and Exposure Records standard (29 CFR 1910.20), employees, their designated representatives, and OSHA are permitted direct access to employer-maintained exposure and medical records. This access is designed to yield both direct and indirect improvements in the detection, treatment, and prevention of occupational disease. Also, access to these records will assist employees in the management of their own safety and health.

### **Recordkeeping**

Each employer must preserve and maintain accurate medical and exposure records for each employee. The standard requires that exposure records be kept for 30 years and medical records be kept for at least the duration of employment plus 30 years. Background data for exposure records such as laboratory reports and work sheets need to be kept only for 1 year. Records of employees who have worked for less than 1 year need not be retained after employment, but the employer must provide these records to the employee upon termination of employment. First-aid records of one-time treatment need not be retained for any specified period.

The employer must inform each employee of the existence, location, and availability of these records. When an employer plans to stop doing business and there is no successor employer to receive and maintain these records, the employer must notify employees of the right to access of the records at least 3 months before the employer ceases to do business. At the same time, the employer also must inform the National Institute for Occupational Safety and Health.

## **State Plan States**

States administering their own occupational safety and health program (see listing on page ), through plans approved under section 18(b) of the Occupational Safety and Health Act of 1970, must adopt standards and enforce requirements at least as effective as Federal requirements. There are currently 25 State plan States; 23 covering private and public (State and local government) sectors and two covering public sector only.

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## **Summary**

Trenching and excavation work presents serious risks to all workers involved. The greatest risk, and one of primary concern, is that of cave-ins. Furthermore, when cave-in accidents occur, they are much more likely to result in worker fatalities than other excavation-related accidents. Strict compliance, however, with all sections of the standard will prevent or greatly reduce the risk of cave-ins as well as other excavation-related accidents.

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General Administration Building  
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Olympia, WASHINGTON 98504-0631  
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Department of Employment Division of  
Employment Affairs  
Occupational Safety and Health Administration  
Herchfer Building, 2nd Floor East  
122 West 25th Street  
(307)777-7786 or 777-7787

DIRECTOR

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### **Related Publications**

A single free copy of the following publications can be obtained from the OSHA Publications Office, U.S. Department of Labor, 200 Constitution Avenue, N.W., Room N-301, Washington, D.C., 20210.

Please send a self-addressed label with your request.

All about OSHA - OSHA 2056

Chemical Hazard Communication - OSHA 3084

Construction Industry Digest - OSHA 2207

Consultation Services for the Employer - OSHA 3047

Ground-Fault Protection on Construction Sites - OSHA 3007

OSHA Inspections - OSHA 2098

OSHA: Safety and Health is our Middle Name - OSHA 3076

Personal Protective Equipment - OSHA 3077

Excavations

Respiratory Protection - OSHA 3079

Safety and Health Program Management Guidelines  
(Federal Register (54 FR (18):3904-3916, January 1989))

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A Hazard Communication Compliance Kit may be ordered from the Superintendent of Documents, Government Printing Office, Washington, D.C., 20402 for \$18.00 (\$22.00 for foreign addresses). OSHA Publication 3104, GPO order No. 929-022-00000-9. The kit can be ordered from GPO by phone using Visa or Mastercard; call (202)783-3238.

\* U.S. Government Printing Office: 1991 282-150/45367

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- These states and territories operate their own OSHA-approved job safety and health programs (Connecticut and New York plans cover public employees only). States with approved programs must have a standard that is identical to or at least as effective as, the federal standard.

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**End of Section**

## Flexible Base

### A. Description:

“Flexible Base” shall consist of a foundation course for surfacing pavement, or other base courses; shall be composed of crushed stone, gravel, or caliche and shall be constructed as herein specified in one or more courses in conformity with the typical sections shown on the plans and to the lines and grades as established by the Engineer.

### B. Material:

The material shall be crushed or uncrushed as necessary to meet the requirements hereinafter specified, and shall consist of durable stone or gravel, crushed and/or screened to the required particle size, with or without other approved fine sized material. The material shall be from approved sources.

Testing of flexible base materials shall be in accordance with the following standard laboratory test procedures:

Preparation for Soil	
Constants and Sieve Analysis	THD Tex-101-E
Liquid Limit	THD Tex-104-E
Plastic Limit	THD Tex-105-E
Plasticity Index	THD Tex-106-E
Linear Shrinkage	THD Tex-107-E
Sieve Analysis	THD Tex-110-E

When requested by the Engineer, samples for testing the material shall be taken prior to the compaction operation.

The material shall be well graded and when tested shall meet the requirements for Type “B” Grade 4 material as outlined in TxDOT 1995 Standard Specifications, Item 247, depending on the type of material used.

### C. Construction Methods:

The flexible base material shall be placed on the approved subgrade in courses not to exceed eight (8) inches loosed depth. It shall be the responsibility of the Contractor that the required amount of material be delivered and uniformly spread and shaped. All material shall be moved from the place where it is dumped by cutting into windrows. After the material has been cut into windrows, it shall be sprinkled, spread, shaped, and rolled in proper sequence to prevent segregation and as necessary for required compaction.

The Surface upon completion shall be smooth and in conformity with typical sections and to the established lines and grades. Any deviation in excess of 1/4 inch in cross section and in length of sixteen (16) feet measured longitudinally shall be corrected. All irregularities, depressions, or weak spots which develop shall be corrected.

Flexible base shall be compacted to an apparent dry density of not less than 98 percent of the maximum dry density as determined in accordance with THD Test Method Tex 113-E. Tests for density will be made within 24 hours after compaction operations are completed. If the materials fails to meet the density specified, it shall be reworked as necessary to meet the density required. Just prior to the placing of any succeeding course of flexible base or surfacing on a previously completed course, the density and moisture of the top three (3) inches of flexible base shall be checked and if the tests show the density to be less than 2 percent below the specified compaction and moisture content, the course shall be reworked as necessary to obtain the specified compaction and moisture content.

**D. Measurement:**

“Flexible Base” will be measured by the square yard, complete in place as planned and detailed on the Cross-Section.

**E. Payment:**

Method A: This item will be paid for at the contract unit price bid for “Flexible Base” which price shall be full compensation for all work herein specified, including the furnishing, hauling, and placing of all materials, for all water required, and for all equipment, tools, labor, and incidentals necessary to complete the work to the required compaction.

Method B: This item will be paid for at the contract unit price bid for “Flexible Base” which price shall include full compensation for all work specified herein including the furnishing, hauling and placing of all materials, for all water required, and for all equipment, tools, labor, and incidentals necessary to complete the work to the required compaction. All work done in the item “Preparing Right-of-Way”, and “Street Excavation, Embankment and Subgrade Preparation” shall be considered incidental to this item and no additional payment will be made for those items.

**End of Section**

**SECTION 30040**

**BIAXIAL GEOGRID BX 1200 REINFORCEMENT SPECIFICATION**

**DESCRIPTION** This item shall consist of furnishing, delivering and installing geogrid reinforcement.

**MATERIALS** The geogrid shall be a single layer grid structure formed by a regular network of integrally connected polymeric tensile elements with aperture designed to interlock with the surrounding fill material. The structure shall be capable of maintaining dimensional stability during placement and under normal construction traffic. The geogrid shall be resistant to damage during construction; including ultraviolet degradation and it shall have long term resistance to chemical and biological degradation caused by the material being reinforced.

The geogrid shall also conform to the properties specified below.

**STRUCTURAL GEOGRID PROPERTIES**

<b>Index Properties</b>	<b>Test Method</b>	<b>Values</b>
Aperture Dimensions	N/A	1.0 – 1.3 inches
Minimum Rib Thickness	N/A	0.05 inches
Tensile Strength @ 2% Strain	ASTM D6637-10 Method A	410 – 620 lb/ft
Tensile Strength @ 5% Strain	ASTM D6637-10 Method A	810 – 1,340 lb/ft
Ultimate Tensile Strength	ASTM D6637-10 Method A	1,310 – 1,970 lb/ft

<b>Structural Integrity</b>	<b>Test Method</b>	<b>Values</b>
Junction Efficiency	ASTM D7737-11	93%
Flexural Stiffness	ASTM D7748-12	750,000 mg-cm
Aperture Stability	GRI GG9	0.65 m-N/deg

<b>Durability</b>	<b>Test Method</b>	<b>Values</b>
Resistance to Installation Damage	ASTM D5818 (Sample) ASTM D6637 (Load Cap.)	95%SC / 93%SW / 90%GP
Resistance to Long Term Degradation	EPA 9090	100%
Resistance to UV Degradation	ASTM D4355-05	100%

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Alternate geogrid material will be considered. Such material must be pre-approved in writing by the Engineer prior to bid date. Alternate material packages must be submitted to the Engineer, a minimum of 15 calendar days prior to bid date. Submittal packages must include, as a minimum, the following:

- A. Full scale laboratory testing and in ground testing of pavement structures reinforced with the specific geogrid which quantifies the structural contribution of the geogrid to the pavement structure. The increase in structural layer coefficient of the base course must meet or exceed that of the design geogrid.

- B. Independent certified test results stating that the alternate geogrid has resistance to in-plane rotational movement measured by applying a 20 cm-kg (2 m-N) moment to the central junction of a 9 inch x 9 inch specimen restrained at its perimeter.
- C. A list of 5 comparable projects, in terms of size and applications, in the United States, where the results of the specific alternate geogrid's use can be verified after a minimal of 1 year service.
- D. A sample of the geogrid and certified specification sheets.

**CONSTRUCTION METHODS** Subgrade shall be prepared as indicated on the plans or as directed by the Engineer. The geogrid shall be installed in accordance with the lines and grades shown on the plans. The geogrid shall be oriented such that the roll lengths run parallel to the road direction. Geogrid sections shall be overlapped a minimum of one foot unless otherwise indicated on the plans or as directed by the Engineer. Care shall be taken to ensure the geogrid sections do not separate during construction; adjacent rolls shall be tied together every 30 feet using suitable plastic ties. Placement of geogrid around corners may require cutting and diagonal lapping. The geogrid shall be pinned, or held in place by other means, at the beginning of the backfill section but will be left free elsewhere to relieve wrinkles or folds in material during placement.

Fill material shall be placed in lift thicknesses and compacted as shown on the plans. Tracked construction equipment shall operate on the grid only with a minimum fill cover of four inches. Rubber tired equipment may operate directly on the grid at speeds less than 5 miles per hour if the underlying material is capable of supporting the loads. Sections of geogrid which are damaged by construction activity shall be repaired at the Contractor's expense.

**MEASUREMENT** This item will be measured by the square yard of surface area as shown on the plans. No measurement will be made for lapping of material.

**PAYMENT** The work performed and materials furnished, as prescribed by this item, measured as provided under "Measurement", will be paid for at the unit price bid for "Biaxial Geogrid BX 1200 Reinforcement", which shall be full compensation for furnishing all labor, materials, freight, tools, equipment and incidentals, and for doing all the work involved in placement of the geogrid, complete in place.

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

## GRAVEL BEDDING MATERIAL

1. **Coarse Aggregate.** Provide coarse aggregate consisting of durable particles of gravel, crushed blast furnace slag, recycled crushed hydraulic cement concrete, crushed stone, or combinations thereof that are free from frozen material and from injurious amounts of salt, alkali, vegetable matter, or other objectionable material, either free or as an adherent coating. Provide coarse aggregate of uniform quality throughout.

Provide coarse aggregate that when tested in accordance with Tex-413-A, has:

- At most 0.25% by weight of clay lumps,
- At most 1.0% by weight of shale, and
- At most 5.0% by weight of laminated and friable particles.

Wear must not be more than 40% when tested in accordance with Tex-410-A.

Unless otherwise shown on the plans, provide coarse aggregate with a 5-cycle magnesium sulfate soundness of not more than 18% when tested in accordance with Tex-411-A. Crushed recycled hydraulic cement concrete is not subject to the 5-cycle soundness test.

The loss by decantation as tested in accordance with Tex-406-A, plus the allowable weight of clay lumps, must not exceed 1.0% or the value shown on the plans, whichever is smaller. In the case of aggregates made primarily from crushing stone, if the material finer than the No. 200 sieve is established to be the dust of fracture and essentially free from clay or shale as established by Tex-406-A, Part III, the limit may be increased to 1.5%. When crushed limestone coarse aggregate is used in concrete pavements, the decant may exceed 1.0% but not more than 3.0% if the material finer than the No. 200 sieve is determined to be at least 67% calcium carbonate in accordance with Tex-406-A, Part III.

Unless otherwise specified, provide aggregate conforming to the gradation requirements shown in Table 3 when tested in accordance with Tex-401-A.

Table 3  
Coarse Aggregate Gradation Chart

Aggregate Grade No.	Nominal Size	Percent Passing On Each Sieve								
		2-1/2"	2"	1-1/2"	1"	3/4"	1/2"	3/8"	No. 4	No. 8
1	2"	100	80-100	50-85		20-40			0-5	
2 (467)	1-1/2"		100	95-100		35-70		10-30	0-5	
3	1-1/2"		100	95-100		60-90	25-60		0-5	
4 (57)	1"			100	95-100		25-60		0-10	0-5
5 (67)	3/4"				100	90-100		20-55	0-10	0-5
6 (7)	1/2"					100	90-100	40-70	0-15	0-5
7	3/8"						100	70-95	0-25	
8	3/8"						100	95-100	20-65	0-10

# Hot Mix Asphaltic Concrete Pavement

## 1.1 Description:

This item shall consist of a base course, a leveling-up course, a surface course or any combination of these courses as shown on the plans, each to be composed of a compacted mixture of mineral aggregate and asphaltic material. The mixture when designed and tested in accordance with these specifications and methods outlined in TxDOT Bulletin C-14, shall have the following:

DENSITY, PERCENT			STABILITY, PERCENT
Min.	Max.	Optimum	Not less than 35 nor more than 60 unless otherwise shown on the plans.
94.5	97.5	96	

The pavement shall be constructed on the previously completed and approved subgrade, base, existing pavement, bituminous surface or in the case of a bridge, on the prepared floor slab, as herein specified and in accordance with the details shown on the plans.

## 2.1. Materials:

Materials used in Hot Mix Asphaltic Concrete Pavement shall meet the requirements as set forth in Item 340 "Hot Mix Asphaltic Concrete Pavement" (Type D) of the TxDOT Standard Specifications 1995.

## 3.1. Construction methods:

Construction methods used in Hot Mix Asphaltic Concrete Pavement shall meet the requirement as set forth in Item 340 "Hot Mix Asphaltic Concrete Pavement" (Type D) of the TxDOT Standard Specifications 1995, with the following addition:

Application of Hot Mix Asphaltic Concrete Pavement shall not begin unless the temperature is at least fifty (50) degrees Fahrenheit in the shade and rising.

## 4.1. Measurement:

Hot Mix Asphaltic Concrete Pavement shall be measured by the ton of two thousand (2000) pounds, or by the actual square yard applied as actually used in the completed and accepted work. Measurement by weight shall be on truck scales, approved by the Inspector. Records shall be kept on the tare load, total load and net load of mixture for each load of same.

**5.1. Payment:**

The work performed and materials furnished, as prescribed by this item, measured as provided herein, shall be paid for at the contract unit price bid per ton or square yard for “Hot Mix Asphaltic Concrete Pavement”, which price shall be full compensation for furnishing and placing all materials; and for labor, tools, equipment, and incidentals necessary to complete the work, except prime coat and tack coat, when required.

**End of Section**

## **JACKING, BORING OR TUNNELING PIPE**

**Description:** This item shall govern for the furnishing and installation of pipe by the methods of jacking, boring or tunneling as shown on the plans and in conformity with this specification.

**Materials:** Pipe shall be 3/8-inch steel casing or Equal as designated on the plans.

### **Construction:**

**Jacking:** If the grade of the pipe at the jacking end is below the ground surface, suitable pits or trenches shall be excavated for the purpose of conducting the jacking operations and for placing end joints of the pipe. Wherever end trenches are cut in the sides of the embankment or beyond it, such work shall be sheathed securely and braced in a manner satisfactory to the Engineer to prevent earth caving.

Where pipe is required to be installed under railroad embankments or under highways, streets, or other facilities jacking or boring methods, construction shall be made in a manner that will not interfere with the operation of the railroad, street, highway, or other facility, and shall not weaken or damage any embankment or structure. During construction operations, barricades and lights to safeguard traffic and pedestrians shall be furnished and maintained, as directed by the Engineer, until such time as the backfill has been completed and then shall be removed from the site.

Heavy duty jacks suitable for forcing the pipe through the embankment shall be provided. In operating jacks, even pressure shall be supplies to all jacks used. A suitable jack head, usually of timber, and suitable bracing between jacks and jacking head shall be provided so that pressure will be applied to the pipe uniformly around the ring of the pipe. A suitable jacking frame or back stop shall be provided. The pipe to be jacked shall be set on guides, properly braced together, to support the section of the pipe and to direct it in the proper line and grade. the whole jacking assembly shall be placed so as to line up with the direction and grade of the pipe. In general, embankment material shall be excavated just ahead of the pipe and material removed through the pipe, and the pipe forced through the embankment with jacks, into the space thus provided.

The Contractor shall furnish for the Engineer's approval, a plan showing his proposed method of handling, including the design for the jacking head, jacking support or back stop, arrangement and position of jacks, pipe guides, etc., complete in assembled position. The approval of this plan by the Engineer will not relieve the Contractor from his responsibility to obtain the specified results.

The excavation for the underside of the pipe, for at least one third of the circumference of the pipe, shall conform to the contour and grade of the pipe. A clearance of not more than

2 inches may be provided for the upper half of the pipe. This clearance is to be tapered off to zero at the point where the excavation conforms to the contour of the pipe.

The distance that the excavation shall extend beyond the end of the pipe depends on the character of the material, but it shall not exceed 2 feet in any case. This distance shall be decreased on instruction from the Engineer, if the character of the material being excavated makes it desirable to keep the advance excavation closer to the end of the pipe.

The pipe, preferably, shall be jacked from the low or downstream end. Lateral or vertical variation in the final position of the pipe from the line and grade established by the Engineer will be permitted only to the extent of 1 inch in 10 feet, provided that such variation shall be regular and only in one direction and the final grade of flow line shall be in the direction indicated on the plans.

If the Contractor desires, he may use a cutting edge of steel plate around the head end of the pipe extending a short distance beyond the end of the pipe inside angles or lugs to keep the cutting edge from slipping back onto pipe.

When jacking of pipe is once begun, the operation shall be carried on without interruption, insofar as practicable, to prevent the pipe from becoming firmly set in the embankment.

Any pipe damaged in jacking operations shall be removed and replaced by the Contractor at his entire expense.

The pits or trenches excavated to facilitate jacking operations shall be backfilled immediately after the jacking of the pipe has been completed.

**Boring:** The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation for pits and installation of shoring shall be as outlined above under "Jacking". The location of the pit shall meet the approval of the Engineer. The holes are to be bored mechanically. The boring shall be done using a pilot hole. By this method an approximate 2 inch pilot hole shall be bored the entire length of the crossing and shall be checked for line and grade on the opposite end of the bore from the work pit. This pilot hole shall serve as the centerline of the larger diameter hole to be bored. Excavated material will be placed near the top of the working pit and disposed of as required. The use of water or other fluid in connection with the boring operation will be permitted only to the extent to lubricate cuttings; jetting will not be permitted.

In unconsolidated soil formations, a gel-forming colloidal drilling fluid consisting of at least 10 percent of high grade carefully processed bentonite may be used to consolidate cuttings of the bit, seal the walls of the hole, and furnish lubrication for subsequent removal of cuttings and installation of the pipe immediately thereafter.

Allowable variation from line and grade shall be as specified under "Jacking". Overcutting in excess of one inch shall be remedied by pressure grouting the entire length of the installation.

**Tunneling:** Where the characteristics of the soil, the size of the proposed pipe, or the use of monolithic sewer, would make the use of tunneling more satisfactory than jacking or boring, or where called for on the plans, a tunneling method may be used.

The excavation for pits and the installation of shoring shall be as outlined above under "Jacking".

The lining of the tunnel shall be of steel of sufficient strength to support the overburden. The Contractor shall submit his proposed liner method to the Engineer for approval. Approval by the Engineer shall not relieve the Contractor of the responsibility for the adequacy of the liner method.

The space between the liner place and the limits of excavation shall be pressure-grouted or mud-jacked.

Access holes for placing concrete shall be spaced at maximum intervals of 10 feet.

**Joints:** If corrugated metal pipe is used, joints may be made by field bolting or by connecting bands, whichever is feasible. If reinforced concrete pipe is used, the joints shall be mortared from the inside, after installation as specified in the Item, "Reinforced Concrete Pipe Culverts".

**Measurement:** Jacking, boring or tunneling pipe will be measured by the linear foot of pipe complete in place. Such measurement will be made between the ends of the pipe along the flow lines as installed.

**Payment:** The work performed and materials furnished as prescribed by this item, measured as provided under "Measurement" will be paid for at the unit price bid per linear foot for "Jacking or Boring Pipe" or "Jacking, Boring or Tunneling Pipe" as the case may be, of the type, size, and class specified on the plans, which price shall be full compensation for furnishing materials, pipe liner materials required for tunnel operations, for all preparation, hauling and installing of same, and for all labor, tools, equipment, and incidentals necessary to complete the work, including excavation, backfilling and disposal of surplus material.

## **END OF SECTION**

## **Laying Culvert Pipe**

**A. Description:**

This item shall govern for the installation of culvert pipe, at the locations and to the line and grade shown on the plans or as designated by the Engineer.

**B. Construction Methods:**

Excavation, bedding and backfill shall conform to the requirements of Item 400 "Excavation and Backfill for Structures". Installation of concrete pipe shall conform to the requirements of Item 464, "Reinforced Concrete Pipe". Any pipe damaged by the Contractor shall be replaced at his expense.

**C. Measurement:**

This item will be measured by the feet between the ends of the pipe barrel along the flow of the line as installed.

**D. Payment:**

This work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Laying Pipe", of the size specified. This payment shall be full compensation for hauling, placing and joining of pipe; for cutting of pipe ends on skew or slope, labor, equipment, tools, and incidental necessary to complete the work.

**End of Section**

## ITEM 262

### LIME TREATMENT FOR BASE COURSES (ROAD MIXED)

**262.1. Description.** This Item shall govern for treating new and/or existing base and surfacing [with or without asphaltic concrete pavement (ACP)], if shown, by pulverizing, adding lime, mixing and compacting the treated material to the required density as specified herein and in conformity with the typical sections, lines, grades and depths as shown on the plans or as established by the Engineer.

#### **262.2. Materials.**

(1) **Lime.** The lime shall meet the requirements of Item 264, "Lime and Lime Slurry", for the type of lime specified.

The Contractor shall have the option of selecting from the types shown on the plans the type of lime to be used. The Engineer shall be notified in writing before changing source or type.

All lime slurries used in "Slurry Placing" shall be furnished at or above the minimum "Dry Solids Content" as approved by the Engineer.

(2) **Flexible Base.** New base material shall meet the material requirements of Item 247, "Flexible Base", and shall be of the type and grade shown on the plans.

(3) **Water.** Water shall meet the material requirements of Item 204, "Sprinkling".

(4) **Asphalt.** Asphalt shall conform to the requirements of Item 300, "Asphalts, Oils and Emulsions".

#### **262.3. Equipment.**

Equipment shall conform to the requirements of Article 260.3.

#### **262.4. Construction Methods.**

(1) **General.** The completed course shall be uniformly treated, free from loose or segregated areas, of uniform density and moisture content, well bound for its full depth and shall have a smooth surface.

(2) **Preparation of Subgrade or Base.** Prior to treating existing material and/or placing any new material, the existing material shall be shaped to conform to the typical sections as shown on the plans or as established by the Engineer. This work shall be done in accordance with the applicable bid items. When shown on the plans, any existing ACP shall be removed and will be paid for in accordance with applicable bid items.

Before pulverizing or scarifying an existing material, when shown on the plans, and when directed by the Engineer, the Contractor shall proof roll the roadbed in accordance with Item 216, "Rolling (Proof)". Soft spots shall be corrected as directed by the Engineer.

When the Contractor elects to use a cutting and pulverizing machine that will process the material to the plan depth, the Contractor will not be required to excavate to the secondary grade or windrow the material. This method will be permitted only if a machine is provided which will insure that the material is cut uniformly to the proper depth and which has cutters that will plane the secondary grade to a smooth surface over the entire width of the cut. The machine shall provide a visible indication of the depth of cut at all times.

In lieu of using the cutting and pulverizing machine, the Contractor shall excavate and windrow the material to expose the secondary grade to the typical sections, lines and grades as shown on the plans or as established by the Engineer.

When new base material is required by this Item, it shall be delivered, placed and spread in the required quantity per station. The material shall be manipulated as specified for the base course or as directed by the Engineer and thoroughly mixed to provide a uniform gradation prior to the addition of lime.

**(3) Pulverization.** The existing pavement or base material shall be pulverized or scarified so that 100 percent will pass the two and one half (2 1/2) inch sieve.

**(4) Application.** The percentage by weight or pounds per square yard of lime to be added will be as shown on the plans and may be varied by the Engineer if conditions warrant.

Lime shall be spread only on the area where the mixing operations can be completed during the same working day, except as required for quicklime in Subarticle 262.4.(5).

Unless otherwise approved by the Engineer, the lime operation shall not be started when the air temperature is below 40 F and falling, but may be started when the air temperature is above 35 F and rising. The temperature will be taken in the shade and away from artificial heat. Lime shall not be placed when weather conditions in the opinion of the Engineer are unsuitable.

**CAUTION:** Use of quicklime can be dangerous. Users should be informed of the recommended precautions in the handling, storage and use of quicklime.

The application and mixing of lime with the material shall be accomplished by the methods herein described as "Dry Placing" or "Slurry Placing". Type A Hydrated Lime shall be applied by "Slurry Placing" unless otherwise shown on the plans or approved by the Engineer. Type B Commercial Lime Slurry shall be applied by "Slurry Placing". Type C Quicklime shall be applied by "Slurry Placing" or "Dry Placing" as shown on the plans. The method of applying Type C Quicklime may be changed if approved in writing by the Engineer. When Type C Quicklime is used for dry placement, it shall be Grade "DS". When Type C Quicklime is used for slurry placement, it shall be either Grade "DS" or Grade "S". Grade "S" shall be used in slurry placement only.

**(a) Dry Placing.** The lime shall be distributed by a spreader approved by the Engineer or by bag distribution for Type A Hydrated Lime at the rate shown on the plans or as directed by the Engineer.

The lime shall be distributed at a uniform rate and in such a manner as to reduce the scattering of lime by wind. Lime shall not be applied when wind conditions, in the opinion of the Engineer, are such that blowing lime becomes objectionable to adjacent property owners or dangerous to traffic.

A motor grader shall not be used to spread Type A Hydrated Lime, but may be used to spread Type C Quicklime Grade "DS".

The material shall be sprinkled as approved by the Engineer.

**(b) Slurry Placing.** When Type A Hydrated Lime is specified and slurry placement is used, the Type A hydrate shall be mixed with water to form a slurry with a solids content approved by the Engineer.

Type B Commercial Lime Slurry shall be delivered to the project in slurry form at or above the minimum dry solids content approved by the Engineer. The distribution of lime at the rate(s) shown on the plans or approved by the Engineer shall be attained by successive passes over a measured section of roadway until the proper lime content has been secured.

When Type C Quicklime is applied as slurry, the amount of dry quicklime shall be 80 percent of the amount shown on the plans. The slurry shall contain at least the minimum dry solids content approved by the Engineer. The residue from the slurring procedure shall be spread uniformly over the length of the roadway currently being processed unless otherwise approved by the Engineer. This residue is primarily inert material with little stabilizing value, but may contain a small amount of particles that slake slowly. A concentration of these particles could cause the compacted stabilized material to swell during slaking.

### **Slurry Consistency Requirements**

Slurry shall be of such consistency that it can be applied uniformly without difficulty.

When the distributor truck is not equipped with an agitator, the Contractor shall have a standby pump available on the project for agitating the lime and water as required by the Engineer, in case of undue delays in dispersing the slurry.

**(5) Mixing.** The mixing procedure shall be the same for "Dry Placing" or "Slurry Placing" as herein described.

During the interval between application and mixing, hydrated lime that has been exposed to the open air for a period of six (6) hours or more or to excessive loss due to washing or blowing will not be accepted for payment.

The material and lime shall be thoroughly mixed by equipment approved by the Engineer. The material and lime shall be brought to the proper moisture content. The mixing shall be continued until, in the opinion of the Engineer, a homogeneous mixture is obtained.

In addition to the above, when Type C Quicklime, Grade "DS", is used under "Dry Placing", the material and lime shall be mixed as thoroughly as possible at the time of the lime application. Sufficient moisture shall be added during the mixing to hydrate the quicklime. After mixing, and prior to compaction, the mixture of material, quicklime and water, shall be moist cured for two (2) to seven (7) days, as approved by the Engineer. After curing, mixing shall continue until the material and lime are thoroughly blended to the satisfaction of the Engineer.

**(6) Compaction Methods.** Prior to compaction, the material shall be aerated or sprinkled as necessary to provide the optimum moisture. Compaction of the mixture shall begin immediately after the material and lime are thoroughly blended.

Compaction shall continue until the entire depth of mixture is uniformly compacted by "Ordinary Compaction" or "Density Control" as shown on the plans. Throughout this entire operation the shape of the course shall be maintained by blading, and the surface upon completion shall be smooth and in conformity with the typical sections, lines and grades as shown on the plans or as established by the Engineer.

When shown on the plans or approved by the Engineer, multiple lifts will be permitted.

**(a) Ordinary Compaction.** When "Ordinary Compaction" is shown on the plans the following provisions shall apply:

The material shall be sprinkled and rolled as directed by the Engineer. All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the areas affected, adding or removing material as required, reshaping and recompacting by sprinkling and rolling.

Should the material lose the required stability, compaction or finish before the next course is placed or the project is accepted, it shall be reworked in accordance with Subarticle 262.4.(7). However, compaction shall be in accordance with "Ordinary Compaction".

**(b) Density Control.** When "Density Control" is shown on the plans the following provisions shall apply:

Unless otherwise shown on the plans, the bottom course shall be sprinkled as required and compacted to the extent necessary to provide not less than 95 percent of the optimum density as determined by Test Method Tex-121-E, Part II. Unless otherwise shown on the plans, all other subsequent courses treated under this item shall be compacted to a minimum of 98 percent of the optimum density. Roadway density testing will be as outlined in Test Method Tex-115-E.

When the material fails to meet the density requirements, or should the material lose the required stability, density or finish before the next course is placed or the project is accepted, it shall be reworked in accordance with Subarticle 262.4.(7).

**(7) Reworking a Section.** When a section is reworked within 72 hours after completion of compaction, the Contractor shall rework the section to provide the required compaction. When a section is reworked more than 72 hours after completion of compaction, the Contractor shall add 25 percent of the specified rate of lime. Reworking shall include loosening, roadmixing as approved by the Engineer, compacting and finishing. When a section is reworked, a new optimum density will be determined from the reworked material in accordance with Test Method Tex-121-E, Part II.

**(8) Finishing and Curing.** After the final layer or course of the lime treated base has been compacted, it shall be brought to the required lines and grades in accordance with the typical sections.

The completed section shall then be finished by rolling with a pneumatic tire or other suitable roller as approved by the Engineer. The completed section shall be moist cured or prevented from drying by addition of an asphalt material at the rate of 0.05 to 0.20 gallons per square yard as determined by the Engineer. This material shall be the type shown on the plans. Curing shall continue for seven (7) days before further courses are added or traffic is permitted, unless otherwise approved by the Engineer.

However, the lime treated base material may be covered by other courses the day following finishing, when approved by the Engineer. When the plans provide for the treated material to be sealed or covered by other courses of material, the seal or next course shall be applied within 14 calendar days after final compaction is completed, unless otherwise approved by the Engineer.

**262.5. Tolerances.** Tolerances shall conform to the following:

**(1) Density Tolerances.** The Engineer may accept the work providing not more than one (1) out of the most recent five (5) density tests performed is below the specified density, provided the failing test is no more than three (3.0) pounds per cubic foot below the specified density.

**(2) Grade Tolerances.** Finished grade tolerance shall be in accordance with Subsection 247.3.(1)(f)(ii).

**262.6. Measurement.** This Item will be measured as follows:

**(1) Lime.**

**(a) Type A.**

**(i) Hydrated Lime (Dry).** When Type A Hydrated Lime is used under "Dry Placing", the quantity of lime will be measured by the ton of 2000 pounds, dry weight.

**(ii) Hydrated Lime (Slurry).** When Type A Hydrated Lime is used under "Slurry Placing", the quantity of lime will be measured by the ton of 2000 pounds, dry weight of the powdered bulk hydrated lime used to prepare the hydrated lime slurry.

**(b) Type B.**

**Commercial Lime Slurry.** When Type B Commercial Lime Slurry is used, the quantity of lime will be calculated from the minimum percent "Dry Solids Content" of the slurry previously agreed upon for the project by the Contractor and the Engineer. This figure will be multiplied by the weight of the slurry in tons delivered, which must be at or above the required minimum "Dry Solids Content".

**(c) Type C.**

**(i) Quicklime (Dry).** When Type C Quicklime is used under "Dry Placing", the quantity of lime will be measured by the ton of 2000 pounds, dry weight of the quicklime actually delivered on the road.

**(ii) Quicklime (Slurry).** When Type C Quicklime is used under "Slurry Placing", the quantity will be measured by the ton of 2000 pounds, dry weight of the quicklime used to prepare the hydrated lime slurry. The measured tonnage of Type C Quicklime will be multiplied by a conversion factor of 1.28 to give the quantity of equivalent hydrated lime, which will be the basis of payment.

**(2) Lime Treatment.** Lime treatment will be measured by the square yard of the depth specified to the lines and grades shown on the typical sections.

**262.7. Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for as follows:

**(1) Lime.** Lime will be paid for at the unit price bid for "Lime" of one of the following specified types, which price will be full compensation for furnishing all lime.

- (a) Type A (Dry)**
- (b) Type A (Slurry)**
- (c) Type B**
- (d) Type C (Dry)**
- (e) Type C (Slurry)**

Lime for reworking a section in accordance with Subarticle 262.4.(7) will not be paid for directly but will be subsidiary to this Item.

**(2) Lime Treatment.** "Lime Treatment For Base Courses (Existing Base)", "Lime Treatment For Base Courses (New Base)" or "Lime Treatment For Base Courses (New and Existing Base)" of the type compaction and depth specified will be paid for at the unit price bid per square yard. This price shall be full compensation for shaping existing material, loosening, mixing, pulverizing or scarifying, spreading, drying, applying lime, water content of the slurry, compacting, curing including curing materials, shaping and maintaining, processing, hauling, reworking if required, preparing secondary subgrade, for all mixing water, tools, equipment, labor and incidentals necessary to complete the work.

Furnishing and delivery of new base will be paid for as "Flexible Base (Roadway Delivery)", in accordance with Subarticle 247.5. All manipulation including mixing, spreading, blading, shaping, compacting, and finishing of the new and/or existing base material will be paid for under this Item.

When "Ordinary Compaction" is shown on the plans, all sprinkling and rolling, except proof rolling, will not be paid for directly, but will be considered subsidiary to this Item, unless otherwise shown on the plans.

When "Density Control" is shown on the plans, all sprinkling and rolling, except proof rolling, will not be paid for directly, but will be considered subsidiary to this Item.

When proof rolling is shown on the plans and directed by the Engineer, it will be paid for in accordance with Item 216, "Rolling (Proof)".

When the existing section is constructed under this project, correction of soft spots will be at the Contractor's expense.

When the existing section is not constructed under this project, correction of soft spots will be in accordance with Article 9.3.

## Preparing Right-Of-Way

### 1.1 Description:

Preparation of right-of-way consists of removal and disposal of all obstructions from the right-of-way and from designated easements, as shown in the plans. Such obstructions shall be considered to include remains of houses not completely removed by others, foundations, floorslabs, concrete, brick, lumber, plaster, cisterns, water wells, septic tanks, abandoned utility pipes or other foundations, fences, retaining walls, outhouses, shacks and all other debris. Unless otherwise shown on the Plans, all fences shall be replaced by the Contractor to an equal or better condition at no additional cost to the Owner/City. In general, the purpose of this item is to provide for the removal and disposal of all obstructions together with other objectionable materials not specifically mentioned in the plans for the proposed improvements.

Preparation of ROW also includes the removing of trees, stumps, bushes, shrubs, roots, logs, curb and gutter, driveways, paved parking areas, miscellaneous stone, brick, concrete, sidewalks, drainage structures, manholes, inlets, abandoned railroad tracks, scrap iron, all rubbish and debris whether above or below ground except live utility facilities.

Where only a portion of existing concrete is to be removed, care shall be exercised to avoid damage to that portion to remain in place. The existing concrete shall be cut to neat lines shown on the plans or established by the Engineer, by sawing with an appropriated type circular saw. The concrete which is damaged or destroyed beyond the neat lines so established, shall be replaced at the Contractor's expense.

Where reinforcement is encountered in the removed portions, a minimum of one (1) foot shall be cleaned of all old concrete and left in place to tie into the new construction.

### 2.1 Construction Methods:

Areas designated on the plans shall be cleared of all obstructions as defined above; except trees or shrubs specifically designated by the Engineer or Inspector for preservation. Trees and shrubs designated for preservation shall be carefully trimmed as directed and shall be protected from scarring, barking, or other injuries during construction operation. Exposed ends or pruned limbs shall be treated with an approved material.

Unless otherwise indicated on plans, all underground obstructions shall be removed to the following depths.

1. In areas to receive embankment, two (2) feet below natural ground.
2. In areas to be excavated, two (2) feet below the lower elevation of the excavation.
3. All other areas, one (1) foot below natural ground.

Holes remaining after removal of all obstructions, objectionable material, trees, shrubs, etc., shall be backfilled and tamped as directed by the Engineer.

Stumps, roots, etc., shall be removed to a depth of at least two (2) feet below natural ground or finished cut sections as the case may be.

Where a conduit is shown to be replaced, it shall be removed in its entirety and all connections to the existing line shall be extended to the new line.

Where an existing conduit is to be cut or plugged, the line shall be cut back not less than two (2) feet, and concrete shall be placed and held in the end of the pipe, or the plug may be accomplished by the use of a precast stopper grouted in place.

All salvageable material as determined by the Inspector, will remain the property of the Owner/City. and will be stored at a site directed by the Inspector. Material to be removed will be designated "Salvageable" or "Non-Salvageable" by the Inspector prior to removal by the Contractor.

All "Non-Salvageable" materials and debris removed shall become the property of the Contractor and shall be removed from the site and disposed of in a manner satisfactory to the Inspector.

### **3.1 Payment and Measurement:**

Method A: This item will be paid for at the contract lump sum price bid for "Preparing right-of-way", which price shall be full compensation for work herein specified, including the furnishing of all materials, equipment, tools, labor, and incidentals necessary to complete the work.

Method B: No direct payment will be made for this item. Payment for this item shall be made as part of the payment for flexible base in square yards and considered incidental to than work. Payment for flexible base shall include payment for all work specified herein, including the furnishing of all materials, equipment, tools, labor and incidentals necessary to complete the work.

**End of Section**

**PVC CORRUGATED SEWER PIPE  
WITH A SMOOTH INTERIOR AND FITTINGS**

**SCOPE:**

This specification includes materials, test methods and installation requirements for 4 to 36 inch diameter poly (vinyl chloride) (PVC) corrugated pipe with a smooth interior.

**PIPE:**

PVC corrugated pipe with a smooth interior shall conform to the requirements of ASTM Designation F 949 (latest revision). The pipe and fittings shall be homogeneous throughout and free from visible crack, holes, foreign inclusions or other injurious defects. Minimum pipe stiffness when measured in accordance with ASTM Test Method D 2412 shall be 46 psi. The pipe shall be made of PVC compound having a minimum cell classification of 12454 as defined in ASTM Specification D 1784.

Pipe shall be A-2000 as manufactured by Contech Construction Products Inc or approved equal. All other manufacturers of PVC corrugated pipe must be pre-qualified at least 10 days prior to bid opening to be considered as approved material suppliers. Pre-qualification submittals must demonstrate a minimum 5 years experience of manufacturing proposed pipe material, pipe performance history including a project installation list with at least ten (10) successful sanitary sewer installations in excess of 20,000 LF per project, product literature and installation recommendations.

**FITTINGS:**

All fittings for PVC corrugated sewer pipe with a smooth interior shall conform to ASTM F 949 (latest revision) Section 5.2.3. To insure compatibility, the pipe manufacturer shall provide all fittings.

**JOINTS:**

All joints shall be made with integrally formed bell and spigot gasketed connections. All gaskets shall be a single gasket that has two sealing surfaces and indexes two corrugation valleys to ensure water tightness and prevent rolling during installation. Manufacturer shall provide documentation showing no leakage when gasketed pipe joints are tested in accordance with ASTM Test Method D3212. Elastomeric seals (gaskets) shall meet the requirements of ASTM Designation F477.

**INSTALLATION:**

PVC corrugated pipe shall be installed in strict accordance with ASTM D2321. Class I material shall be used in the bedding, haunch zone and initial backfill zone to an elevation 6" over the top of the pipe.

## **ITEM 152 ROAD GRADER WORK**

**152.1. Description.** Construct subgrade and adjacent slopes. Construct portions of the roadway according to the typical sections as shown on the plans where finished grade is uncontrolled. Move earthwork of minor volumes and for short distances only. Move earthwork within the limits as shown on the plans and in at least 500-ft. sections, except on bridge projects.

**152.2. Equipment.** Provide equipment in accordance with Article 150.2, "Equipment."

**152.3. Construction.** Remove or rework unsuitable or unstable materials in accordance with Article 110.2, "Construction," or as directed. Grade the roadway and shape to the typical sections shown on the plans. Finish to a profile uniform and consistent with the topography. Scarify existing natural ground or roadbed and compact in accordance with the method shown on the plans and as outlined in Article 132.3, "Construction." When shown on the plans, "Road Grader Work" will be supplemented by Item 154, "Scraper Work," Item 156, "Bulldozer Work," or both. Perform work in accordance with the requirements of the governing Item.

**152.4. Measurement.** This Item will be measured by the 100-ft. station, as measured along the baseline of each roadbed, or by the square yard.

**152.5. Payment.** The work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Road Grader Work (Ordinary Compaction)" or "Road Grader Work (Density Control)." This price is full compensation for furnishing and operating equipment and for labor, materials, tools, and incidentals.

"Sprinkling" and "Rolling" will not be paid for directly but will be subsidiary to this Item. All work involved in removing and replacing or reworking unsuitable or unstable material will be paid for as specified under Item 110, "Excavation," when the Contract includes bid items governed by Item 110; otherwise it will be paid for under Article 9.4, "Payment for Extra Work." The work performed under this Item will not include work specified for payment under other Items.

**End of Section**

**Road Grader Work**

## Safety End Treatment

### 1. Description:

As per Texas Department of Transportation “1995 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges”, This item shall govern for the materials, construction, furnishing and placing of Safety End Treatment (SETs) for drainage structures at the locations shown, and in accordance with the details shown on the plans and this item.

### 2. Materials:

All materials shall conform to the pertinent requirements of the following items.

- Item 420, “Concrete Structures”
- Item 421, “Portland Cement Concrete”
- Item 432, “Riprap”
- Item 440, “Reinforcing Steel”
- Item 445, “Galvanizing”
- Item 460, “Corrugated Metal Pipe”
- Item 464, “Reinforced Concrete Pipe”

Concrete for cast-in-place SET units and precast SET units shall be Class A, unless otherwise shown on plans.

When required, concrete riprap aprons and concrete collars shall be Class B, unless otherwise shown on the plans.

Galvanized steel for Prefabricated Metal End Sections shall conform to the requirement of Item 460, “Corrugated Metal Pipe”.

When pipe runners are required, they shall conform to the requirements of ASTM A 53 (Type E or S, Gr. B), ASTM A 500 (Gr. B) or AP15LX52, unless otherwise shown on the plans. When plates and angles are required, they shall conform to the requirements of ASTM A 36. When bolts and nuts are required, they shall conform to the requirements of ASTM A 307. All pipe, plates, angles, nuts and bolts shall be galvanized in accordance with Item 445, “Galvanizing”.

### 3.1 Types

**3.1.1. Type I.** SET (Type I) shall consist of reinforced concrete wingwalls and pipe runners, when required. These installations are intended for small and intermediate size box culverts, large size pipe culverts and suitable multiple box or multiple (intermediate or large size) pipe culverts as shown on the plans.

**3.1.2. Type II.** SET (Type II) shall consist of one of the following:

- (a) Corrugated Metal Pipe (CMP) or Reinforced Concrete Pipe (RCP) mitered to the proper slope, as shown on the plans, concrete riprap aprons and pipe runners, when required.
- (b) Prefabricated Metal End Sections, concrete riprap aprons and pipe runners, when required.
- (c) Precast SET units, concrete riprap aprons, it required, and pipe runners, when required.

Unless otherwise shown on the plans, when CMP is specified for the pipe structure, the Contractor shall have the option of providing Prefabricated Metal End Sections in place of mitered CMP.

Unless otherwise shown on the plans, when RCP is specified for the pipe structures, the Contractor shall have the option of providing Precast SET units in place of mitered RCP.

These installations are intended for small size pipe culverts and multiple (small size) pipe culverts as shown on the plans.

#### **4.1. Designations:**

The types of Safety End Treatments will be indicated on the plans by the following descriptions:

**(1) SET (Type I)**

Box Size: (Span x Rise)

Pipe Size: (Diameter or Design)

Slope: Slope will be designated as a ratio of vertical to horizontal (example 1:4)

Orientation: (Parallel or Cross) Orientation will only be shown when safety pipe runners are required.

**(2) SET (Type II)**

Pipe Size: (Diameter or Design)

Safety End Treatment Material: (RCP or CMP)

Slope: Slope will be designated as a ratio of vertical to horizontal (example 1:4)

Orientation: (Parallel or Cross) Orientation will only be shown when safety pipe runners are required.

#### **5.1 Construction Methods:**

Safety End Treatments shall be constructed in accordance with the details shown on the plans and in accordance with the construction methods required by the pertinent items.

Cast-in-place SET units and job site precast SET units shall be constructed in accordance with Item 420, "Concrete Structures". Plant precast SET units shall conform to Item 424, "Precast Concrete Structures (Fabrication)".

Damaged galvanizing shall be required by the Contractor in accordance with Item 445, "Galvanizing".

Any required structural excavation shall be in accordance with Item 400, "Excavation and Backfill for Structures".

Removal of portions of existing structures, when required, shall be in accordance with Item 496, "Removing Old Structures". The extension of concrete structures, when required, shall be in accordance with Item 430, "Extending Concrete Structures" or Item 462, "Concrete Box Culverts and Sewers". The extension of pipe culverts, when required, shall be in accordance with Item 460, "Corrugated Metal Pipe" or Item 464, "Reinforced Concrete Pipe", whichever is pertinent. Concrete aprons for end treatments to pipe shall be in accordance with "Concrete Riprap" of Item 432, "Riprap".

All drilling, doweling and grouting needed to complete the work shall be in accordance with Item 420, "Concrete Structures".

## **6.1 Measurement.**

This item will be measured as follows:

- (1) **SET (Type I).** Safety End Treatment (Type I) will be measured by each complete and accepted treatment for each separate barrel of each separate culvert end.
- (2) **SET (Type II).** Safety End Treatment (Type II) will be measured by each complete and accepted treatment for each separate barrel (conduit) of each separate culvert end.

## **7.1 Payment.**

The work performed and materials furnished in accordance this Item and measured as provided under "Measurement" will be paid for at the unit price bid for the various designations of "Safety End Treatment" specified as follows.

SET (Type I) (Box or Pipe Size) (Slope) or  
SET (Type I) (Box or Pipe Size) (Slope) (Orientation):  
SET (Type II) (Pipe Size) (Pipe Material) (Slope) or  
SET (Type II) (Pipe Size) (Pipe Material) (Slope) (Orientation).

This price shall be full compensation for breaking and removing a portion of the existing structure, when required; for all structural excavation; for replacing a portion of the existing structure, when required; for constructing or furnishing and installing treatments; for connections to existing structures, when required; for furnishing all concrete, reinforcing steel, corrugated metal pipe or reinforced concrete pipe; for all pipe runners, riprap aprons and collars, nuts, bolts, plates and angles, when required; and for all labor, tools, equipment and incidentals necessary to complete the work.

When SET (Type I) is used for retrofit of existing structures without an extension, the removal of existing headwalls, wingwalls and a portion of the existing structure and the replacement of a portion of the existing structure for the purpose of anchorage of the treatment will not be paid for directly by will be considered subsidiary to this Item.

When SET (Type II) is used for the retrofit of existing culverts without an extension, the Contractor shall have the option of removing the existing headwall with a length of pipe as shown on the plans and relaying that pipe or furnishing an equal length of new pipe. The removing and relaying of existing pipe or furnishing new pipe will not be paid for directly but will be considered subsidiary to this Item.

The mitered length of CMP or RCP that is a part of the SET (Type II) will not be paid for directly by will be considered subsidiary to this Item. The limits for payment for pipe will be as shown on the plans and paid for in accordance with the pertinent bid item.

Structural excavation will not be paid for directly by will be considered subsidiary to this Item, except for undercut situations as directed in Item 400, "Excavation and Backfill for Structures".

**End of Section**

## Site Preparation and Grading

### A. Description:

Preparation of right-of-way consists of removal and disposal of all obstructions from the right-of-way and from designated easements, as shown in the plans. Such obstructions shall be considered to include remains of houses not completely removed by others, foundations, floorslabs, concrete, brick, lumber, plaster, cisterns, water wells, septic tanks, abandoned utility pipes or other foundations, fences, retaining walls, outhouses, shacks and all other debris. Unless otherwise shown on the Plans, all fences shall be replaced by the Contractor to an equal or better condition at no additional cost to the Owner/ City. In general, the purpose of this item is to provide for the removal and disposal of all obstructions together with other objectionable materials not specifically mentioned in the plans for the proposed improvements.

Preparation of ROW also includes the removing of trees, stumps, bushes, shrubs, roots, logs, curb and gutter, driveways, paved parking areas, miscellaneous stone, brick, concrete, sidewalks, drainage structures, manholes, inlets, abandoned railroad tracks, scrap iron, all rubbish and debris whether above or below ground except live utility facilities.

Where only a portion of existing concrete is to be removed, care shall be exercised to avoid damage to that portion to remain in place. The existing concrete shall be cut to neat lines shown on the plans or established by the Engineer, by sawing with an appropriated type circular saw. The concrete which is damaged or destroyed beyond the neat lines so established, shall be replaced at the Contractor's expense.

Where reinforcement is encountered in the removed portions, a minimum of one (1) foot shall be cleaned of all old concrete and left in place to tie into the new construction.

### B. Construction Methods:

Areas designated on the plans shall be cleared of all obstructions as defined above; except trees or shrubs specifically designated by the Engineer or Inspector for preservation. Trees and shrubs designated for preservation shall be carefully trimmed as directed and shall be protected from scarring, barking, or other injuries during construction operation. Exposed ends or pruned limbs shall be treated with an approved material.

Unless otherwise indicated on plans, all underground obstructions shall be removed to the following depths.

1. In areas to receive embankment, two (2) feet below natural ground.
2. In areas to be excavated, two (2) feet below the lower elevation of the excavation.
3. All other areas, one (1) foot below natural ground.

Holes remaining after removal of all obstructions, objectionable material, trees, shrubs, etc., shall be backfilled and tamped as directed by the Engineer.

Stumps, roots, etc., shall be removed to a depth of at least two (2) feet below natural ground or finished cut sections as the case may be.

Where a conduit is shown to be replaced, it shall be removed in its entirety and all connections to the existing line shall be extended to the new line.

Where an existing conduit is to be cut or plugged, the line shall be cut back not less than two (2) feet, and concrete shall be placed and held in the end of the pipe, or the plug may be accomplished by the use of a precast stopper grouted in place.

All salvageable material as determined by the Inspector, will remain the property of the Owner/City and will be stored at a site directed by the Inspector. Material to be removed will be designated "Salvageable" or "Non-Salvageable" by the Inspector prior to removal by the Contractor.

All "Non-Salvageable" materials and debris removed shall become the property of the Contractor and shall be removed from the site and disposed of in a manner satisfactory to the Inspector.

**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 or 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**

## **Subgrade Preparation**

### **A. Description:**

The work covered by this section consists of excavating and properly utilizing or satisfactorily disposing of all excavated material, of whatever character, within the limits of the work and the constructing, compacting, shaping and finishing of all earthwork on the entire length of the street and approaches to same in accordance with specification requirements herein outlined and in conformity with the required lines, grades, and typical cross sections, shown on the plans.

All excavation shall be unclassified, and shall include all materials encountered regardless of their nature or the manner in which they are removed, except those covered by pay items.

### **B. Construction Methods:**

The subgrade shall be shaped in conformity with the typical sections shown on the plans and to the lines and grades established by the Engineer. All unstable or otherwise objectionable material shall be removed from the subgrade and replaced with approved material. All holes, ruts, and depressions shall be filled with approved material. The surface of the subgrade shall be finished to the lines and grades as established, and be in conformity with the typical sections shown on the plans. Any deviation in excess of one-half (1/2) inch in cross section and in a length of sixteen (16) feet measured longitudinally shall be corrected by loosening, adding, or removing material, reshaping and compacting by sprinkling and rolling. Sufficient subgrade shall be prepared in advance to insure satisfactory prosecution of the work.

Material removed may be utilized in the addition of material to the subgrade if approved by the Inspector. All other material required for completion of the subgrade shall also be subject to approval by the Inspector.

Unless otherwise indicated on plans, the surface of the ground of all unpaved areas which are to receive embankment shall be loosened by scarifying or plowing to a depth of not less than four (4) inches. The loosened well mixed material shall be recompacted with the new embankment as hereinafter specified. The embankment shall be placed in layers not to exceed six (6) inches in thickness for the full width of the individual roadway cross section and in such lengths as are best suited to the sprinkling and compaction methods utilized.

Where embankments are to be placed adjacent to or over existing roadbeds, the roadbed slopes shall be plowed or scarified to a depth of not less than six (6) inches and the embankment built up in successive layers, as hereinafter specified, to the level of the old roadbed before its height increased. Then if directed, the top of the old roadbed shall be scarified, and recompacted with the next layer of the new embankment. The total depth of the scarified and added material shall not exceed the permissible depth layer.

Except as otherwise required by the plans, all embankment shall be constructed in layers approximately parallel to the finished grade of the roadbed and unless otherwise specified, each layer be so constructed as to provide uniform slope of one-half (1/2) inch per foot from the center line of the roadbed to the outside.

Subgrade materials shall be compacted by approved mechanical tamping equipment to an apparent dry density of the total material of not less than 98 percent of the maximum dry density as determined in accordance with THD Test Method Tex-114-E. Tests for density will be made within 24 hours after compacting operations are completed. If the material fails to meet the density specified, it shall be reworked as necessary to obtain the density required. Just prior to placing any base material, density and moisture content of the top three (3) inches of compacted subgrade shall be checked and if tests show the density to be more than 2% below the specified minimum or the moisture content to be more than 3% above or below optimum, the course shall be reworked as necessary to obtain the specified compaction and moisture content.

Unsuitable excavation or excavation in excess of that needed for construction shall be known as "Waste" and shall become the property of the Contractor and it shall become his sole responsibility to dispose of this material off the limits of the right-of-way.

**C. Measurement:**

Street excavation, embankment and subgrade preparation will be measured by the square yard within the limits of the pavement cross section detailed in the plans.

**D. Payment:**

**Method A:** This item will be paid for at the contract unit price bid for Street Excavation, Embankment and Subgrade Preparation which shall be full compensation for work specified herein, including furnishing of all materials, equipment, tools, labor and incidentals necessary to complete the work.

**Method B:** No direct payment will be made for this item. Payment for this item shall be made as part of the payment for "Flexible Base" in square yards and considered incidental to that work. Payment for "Flexible Base" shall include all work specified herein, including the furnishing of all materials, equipment, tools, labor and incidentals necessary to complete the work.

**End of Section**

## Traffic Control

### 1.1. General:

The Contractor who undertakes to perform any work upon, in, under, above or about any public right-of-way, which requires that any public right-of-way be partially or completely closed for construction and/or maintenance operation, shall use barricades, signals, flags, flares, and all other traffic control and warning devices and procedures about the work area during the duration of the work within the public right-of-way. It will be the responsibility of the Contractor to provide, erect, place and maintain all warning signs, traffic control devices and barricades.

### 2.1. Traffic Control Elements:

There are various types of traffic control devices that may be used within the County of Hidalgo for proper traffic control. These elements consist of the following:

#### 2.1.1. Barricades:

Three main types of barricades shall be employed within the County of Hidalgo, Types I, II and III are illustrated on Figure 1. Type I and Type II barricades may be used when traffic is to be allowed to enter work area. Type III barricades shall be used to prohibit the movement of traffic within the work area. Type III barricades are usually not movable, thus they should not be used when barricades mobility is desired.

#### 2.1.2. Cones:

Cones should be used, to channelize traffic through and around construction and maintenance areas. The required cone spacing shall be as follows:

#### CONE SPACING

TRAFFIC SPEED M.P.H.	SPACING BETWEEN CONES	NUMBER OF CONES	DISTANCE COVER FT.
BELOW			
15	10'	30	300'
25	20'	15	300'
30	25'	12	300'
35	30'	10	300'
40	35'	10	300'
45	40'	12	500'
50	45'	12	500'

CONE SPACING (Continued)

TRAFFIC SPEED M.P.H.	SPACING BETWEEN CONES	NUMBER OF CONES	DISTANCE COVER FT.
55	50'	10	500'
60	55'	10	500'
ABOVE			

**2.1.3. Signs:**

Advance warning signs shall be placed sufficiently ahead of the work area to give the motorist sufficient time to stop if necessary, before reaching the work area. The recommended distance for placing advance warning signs and traffic cones are as shown on Table II:

TABLE II - SIGN PLACEMENT

TRAFFIC SPEED M.P.H.	INITIAL SIGN DISTANCE FEET
10	300'
20	300'
30	300'
40	500'
50	500'
60	700'
70	700'

**2.1.4. Flagpersons:**

Flagpersons shall be placed far enough from the work site so that vehicles will have sufficient distance to slow down before entering the project area, but not so far as to allow vehicles to speed up before entering the work site. Under no circumstance will the flagperson stand in the moving traffic lane. The flagperson will wear an orange vest and/or an orange cap.

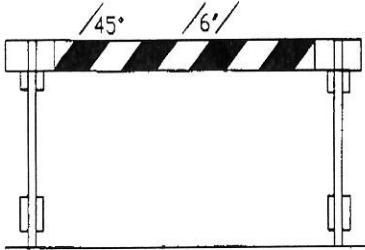
**3.1. Night Traffic Control:**

At night, when clarity and distance of vision are sharply curtailed, adequate artificial lighting will be needed to call attention to and to indicate the actual location of obstructions and hazards. These artificial light sources include flood lights, steady burning units, hazard identification beacons, and torches and lanterns. Torches and lanterns, when used, should be in place and lighted from sunset to sunrise.

**4.1. Payment:**

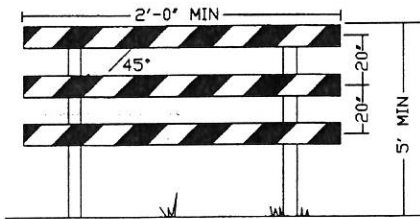
The work and materials prescribed will not be paid for directly, but shall be included in the unit price bid for the items of construction in which this work and materials are to be used.

### Type I Barricade

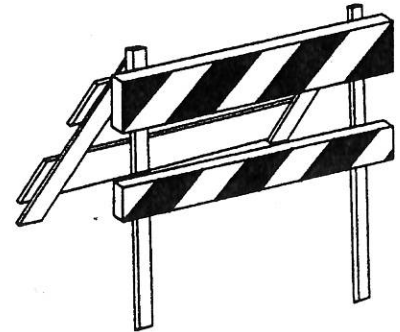


ENTIRE BARRICADE SHALL BE WHITE EXCEPT FOR THE RAILS WHICH SHALL HAVE ORANGE AND WHITE STRIPING

### Type III Barricade



### Type II Barricade



**End of Section**

## **Trench Excavation Protection**

### **1.1 Description:**

The Contractor shall provide at the unit price bid per linear foot for trench excavation protection all of the trench excavation protection required which includes the construction of all trench excavation protection systems to be utilized in the project and all additional excavation and backfill necessitated by the protection system.

### **2.1 Construction Methods:**

It shall be the Contractor's responsibility to provide and maintain trench excavation protection in accordance with the provisions of Part 1926, Sub Part P, "Excavations, Trenching and Shoring" of the Occupational Safety and Health Administration's standards and interpretations which are made a part of this contract and included as referenced specifications.

### **3.1 Measurement:**

Trench excavation protection shall be measured by the linear foot along the centerline of trench where the depth of the trench exceeds 5 feet.

### **4.1 Payment:**

Payment for trench excavation protection, measured as prescribed above shall be made at the unit price bid per linear foot of "trench excavation protection".

Payment shall include all components of the trench protection system which can include, but not be limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversification of water to provide adequate drainage. Payment shall also include the additional excavation and backfill required, any jacking, jack removal, and removal of the trench supports after completion.

Payment of all work prescribed under this item shall be full compensation for all excavation and backfill; for furnishing, placing and removing all shoring, sheeting, or bracing, for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

**End of Section**

# Water Line Specifications

## 1.0 General:

This item shall govern the furnishing, installation, and jointing of water lines of size and material specified by the project plans, and their appurtenance. Whenever a designated reference is used, it shall be understood that the latest revisions of said reference will apply.

All water lines shall be constructed in accordance with specifications herein outlined and in conformity with the required lines, grades and details shown on the project plans and/or as directed by the engineer.

## 2.0 Water Lines:

### a. Materials:

PVC pipe shall be class 160 complying with AWWA Standard C-900.

### b. Couplings:

1. General: Valves, hydrants or fittings connected to PVC plastic pipe shall be equipped with bells having a profile that permits a seal to be made directly between the pipe end and the bell of the fitting with an elastomeric gasket. The elastomeric gasket shall be supplied by the fitting or accessory manufacturer.
2. End Preparation: Pipe ends shall be cut square, debarred beveled in accordance with pipe manufacturer's recommendations.
3. Push on Joints: The push on joints is an elastomeric gasketed joint. It is assembled by positioning the elastomeric gasket(s) in an annular groove(s) of the bell or coupler and inserting the spigot end of the pipe compresses the gasket radially to form a positive seal. The gasket and annular groove are designed, sized and shaped so that the gasket will resist displacement. Care shall be taken so that only the correct elastomeric gasket, compatible with the annular groove(s) of the bell or coupler is used. Insertion of the elastomeric gasket in the annular groove must be in accordance with the manufacturer's recommendations.
4. Mechanical Joints: The mechanical joint is a bolted joint of the stuffing box type. Each joint shall consist of: (1) a bell provided with an exterior gland having bolt holes or slots and a socket end of the plastic type; (2) a sealing gasket; (3) a follower gland with bolt holes matching those in the fittings; and (4) tee bolts and hexagonal nuts. Installation recommendations from the manufacturer should be followed.

### c. Pipe length:

Standard laying length shall be 20 feet for all sizes. Special short lengths for making connections to valves, fittings, structures, and for making closures shall be furnished as specified on the project plans and/or directed by the engineer.

d. Hydrostatic Test:

Shall conform to AWWA Specifications.

**3.0 Pipe Fittings:**

Pipe Fittings shall be suitable for attachment, without caulking etc., to the Class 160 pipe outlined on the project plans and shall conform to AWWA specifications for mechanical flanged ring-tight or fluid-tight type joints or as approved by the engineer. Compact or short body fittings with AWWA Class D metal thickness will be accepted.

**4.0 Fire Hydrants:**

As per specification. Fire hydrant elevations will be set by the engineer.

**5.0 Dead-Ends:**

All dead-ends on new water lines shall be equipped with a suitable blow-off facility, or as directed by the engineer.

**6.0 Installation:**

The contractor shall examine all the material furnished by the manufacturer at the time and place of delivery to him and shall reject all defective material. Any material furnished by the manufacturer and installed by the contractor without discovery of such defects will, if found defective be replaced with sound material by the contractor. All materials furnished by the manufacturer or contractor shall be delivered and distributed at the site by the contractor.

a. Excavation and Preparation of Trench:

The trench shall be excavated to the depth required on the project plans or as directed by the engineer, so as to provide a uniform and continuous bearing and support for the pipe on solid and undisturbed ground between coupling holes.

The trench width at the ground surface may vary with, and depend upon, its depth and the nature of the ground encountered. The minimum clear width of unsheathed or unshored shall be 18" inches or 1 foot greater than the outside diameter of the pipe, whichever is greater. The maximum clear width of trench at the pipe shall be not more than the outside diameter of the barrel of the pipe plus 2 feet. Greater width at the top of the trench shall be permitted only upon written approval by the engineer. It shall be required that a coupling hole 3 inches deep and 6 inches long be made wherever a coupling will be located.

any part of the trench excavated below grade shall be backfilled to the required grade with selected material, approved by the engineer, compacted to surrounding natural ground density, approximately 90 percent standard proctor density.

Where the bottom of the trench at subgrade is found to be unstable or to include refuse, vegetable or other organic material, or large pieces of fragments or inorganic material that in the judgment of the engineer should be removed, the contractor shall excavate and remove such unsuitable material to the width and depth as ordered by the engineer. The contractor will be allowed extra compensation for additional work. Where the bottom of the trench at subgrade is found to consist of material that is unstable to such a degree that, in the opinion of the engineer, it cannot be removed and replaced with an approved material thoroughly compacted in place to support the pipe properly, the contractor shall construct a foundation for the pipe, consisting of piling, timber, or other materials, in accordance with the plans prepared by the engineer. Extra compensation will be allowed for additional work.

b. Backfill:

Initial backfill shall be done as soon as possible after the pipe has been laid. In order to protect the pipe from possible shifting due to cave-ins, place selected dirt, which is free from rocks, frozen lumps and other objectionable material, along each side of the pipe but not higher than the centerline. Then using an approved device tamp dirt under pipe so no voids are left. Continue adding selected dirt in approximate 4" inch layers, tamping each layer. Initial backfill should proceed until the pipe has been covered by at least 12 inches of well compacted material.

The balance of the backfill shall contain no stones more than 6" inches in their largest dimension, and the backfill mixture shall not contain more than 25 percent stones. Trenches in the right-of-way of a road shall be backfilled to a compaction density of 95 percent, as determined by the standard proctor density. Trenches not within a right-of-way may be backfilled without tamping. Any depressions caused by settlement of soil within the backfill trench area shall be corrected by the contractor at his expense.

## **7.0 Final Hydrostatic Test:**

The contractor shall provide all necessary equipment and shall perform all work required in connection with the tests.

All pressure pipe, fittings and valves shall be subject to a hydrostatic pressure of 150 pounds per square inch. Air pressuring method will not be allowed.

Each section tested shall be slowly filled with water, care being taken to expel all air from the line. If necessary, the pipe shall be tapped at high points to vent the air.

The required test pressure shall be applied for not less than one hour and longer if ordered by the engineer. Hydrostatic tests must be performed in presence of the engineer, and pressure maintained until final approval of test is given by the engineer. The engineer will inspect all pipe, fittings, valves and joints under test. Any faults found to be due to improper workmanship shall be corrected by the contractor before further backfilling will be allowed.

## **8.0 Disinfection of Completed Lines:**

Before the pipe line is placed in service and before certification of completion by the engineer, all new water systems, extensions to existing systems, valved sections of extensions, replacements in the existing system shall be disinfected in accordance with A.W.W.A. Specification C651, "Disinfection of Water Mains", or to the satisfaction of the engineer.

## **9.0 Wet Connections:**

The contractor shall plan his work, concerning wet connections, in such a way that a minimum of inconvenience shall occur to the existing water customers due to water service interruptions.

Before any water service interruptions are made to any customers the contractor shall notify the owner and he shall cooperate with operating personnel in every way to minimize service interruptions due to wet connections.

## **10.0 Service Lines:**

Service lines smaller than two inches shall be "tough tubing" ASTM D2737 Polyethylene Water Tubing in sizes specified or shown on the plans or as directed by the engineer.

**End of Section**

**GEOTECHNICAL ENGINEERING STUDY**

For

**HIDALGO COUNTY PRECINCT NO. 1  
PROPOSED COLONIA DRAINAGE IMPROVEMENTS PROJECT  
WITHIN THE OLIVAREZ SUBDIVISIONS, MESQUITE ACRES SUBDIVISION,  
TIJERINA SUBDIVISION, PUESTA DEL SOL SUBDIVISION, AND  
SUNRISE HILL SUBDIVISION  
HIDALGO COUNTY, TEXAS**

Prepared for

**QUINTANILLA, HEADLEY & ASSOCIATES, INC.**  
Edinburg, Texas

Prepared by

**RABA KISTNER CONSULTANTS, INC.**  
McAllen, Texas

**PROJECT NO. AMA13-010-00**

March 19, 2013



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## INTRODUCTION

**Raba Kistner Consultants, Inc. (RKCI)** has completed the authorized subsurface exploration for the proposed drainage improvements within the Olivarez, Mesquite Acres, Tijerina, Puesta Del Sol, and Sunrise Hill colonias in Hidalgo County, Texas. This report briefly describes the procedures utilized during this study and presents our findings along with general information to guide others in the design of the storm sewer lines.

## PROJECT DESCRIPTION

The proposed drainage improvements project consists of the following:

- 1) Olivarez Subdivisions 7, 9, and 18 – the design and construction of a storm sewer line, approximately 1,900 linear feet long, 36-inch diameter Reinforced Concrete Pipe (RCP), to be located along the existing Mile 14 North Road; and a storm sewer line, approximately 700 linear feet long, 18-inch diameter RCP, along the existing Arboledas Road in Hidalgo County, Texas.
- 2) Mesquite Subdivision Unit No. 1 - the design and construction of a storm sewer line, approximately 450 linear feet long, 24-inch diameter RCP, to be located along the existing Eban Street, west of Mile 3 West Road in Hidalgo County, Texas.
- 3) Tijerina Subdivision - the design and construction of a storm sewer line, approximately 1320 linear feet long, 42-inch diameter RCP, to be located within the subject subdivision in Hidalgo County, Texas.
- 4) Puesta Del Sol Subdivision - the design and construction of a storm sewer line, approximately 492 linear feet long, 24-inch diameter RCP, to be located along the existing Sylvia Handy Street and Bill Clinton Street; and a storm sewer line, approximately 270 linear feet long, 30-inch diameter RCP, to be located along the existing Jimmy Carter Street alignment in Hidalgo County, Texas.
- 5) Sunrise Hill Subdivision - the design and construction of a 1) storm sewer line, approximately 598 linear feet long, 24-inch diameter RCP, to be located along the existing "D" Street alignment; a 2) storm sewer line, approximately 360 linear feet long, 30-inch diameter RCP, to be located along the existing "D" Street alignment; and a 3) storm sewer line, approximately 778 linear feet long, 36-inch diameter RCP, to be located along the existing "D" Street alignment; in Hidalgo County, Texas.

On the basis of the information provided to us via electronic-mail attachment by Mr. Jaime Gomez, with Quintanilla, Headley & Associates (CLIENT), on Monday, February 11, 2013, we understand that the proposed depths of the proposed storm sewer alignments throughout the project sites range from about 3 ft to 9-1/2 ft below the ground/pavement surface elevation existing at the time of our study.

## LIMITATIONS

This engineering report has been prepared in accordance with accepted Geotechnical Engineering practices in the region of South Texas for the use of the Quintanilla, Headley & Associates, Inc. and its representatives for design purposes. This report may not contain sufficient information for purposes of other parties or other uses and is not intended for use in determining construction means and methods.

The recommendations submitted in this report are based on the data obtained from 14 borings drilled along the proposed storm sewer alignments, our understanding of the project information provided to us by the CLIENT, and the assumption that site grading will result in only minor changes in the topography existing at the time of our study. If the project information described in this report is incorrect, is altered, or if new information is available, we should be retained to review and modify our recommendations.

This report may not reflect the actual variations of the subsurface conditions along the subject sites. The nature and extent of variations along the subject sites may not become evident until construction commences. The construction process itself may also alter subsurface conditions. If variations appear evident at the time of construction, it may be necessary to reevaluate our recommendations after performing on-site observations and tests to establish the engineering impact of the variations.

The scope of our Geotechnical Engineering Study does not include an environmental assessment of the air, soil, rock, or water conditions either on or adjacent to the sites. No environmental opinions are presented in this report. **RKCI's** scope of work does not include the investigation, detection, or design related to the prevention of any biological pollutants. The term "biological pollutants" includes, but is not limited to, mold, fungi, spores, bacteria, and viruses, and the byproduct of any such biological organisms.

If final grade elevations are significantly different from the grades existing at the time of our study, our office should be informed about these changes. If needed and/or if desired, we will reexamine our analyses and make supplemental recommendations.

### BORINGS AND LABORATORY TESTS

Subsurface conditions at the subject sites were evaluated by 14 borings as shown on the following table.

Proposed Drainage Project Site	Number of Borings	Depth, ft. *	Boring Identification
Tijerina Subdivision	2	15	B-1 and B-2
Olivarez Subdivisions 7, 9, and 18	5	15	B-3 through B-7
Mesquite Subdivision Unit No. 1	1	15	B-8
Sunrise Hill Subdivision	4	15	B-9 through B-12
Puesta Del Sol Subdivision	2	15	B-13 and B-14

\* Below the existing ground/pavement surface elevation existing at the time of our study.

The borings (designated as "B-") were drilled on February 20 and February 21, 2013, at the locations shown on the Boring Location Maps, Figures 1A through 1E. The boring locations are approximate and were located in the field by the representatives of the CLIENT on Thursday, February 14, 2013. The



borings were drilled to the depths shown in the previous table, below the pavement surface elevations existing at the time of our study using a truck-mounted, rotary-drilling rig. The borings were drilled utilizing straight flight augers, and were backfilled with the auger cuttings following completion of the drilling operations. The upper six inches of the borings were topped off with cold-mix asphalt and flushed with the adjacent asphalt pavement surface level. During the drilling operations, the samples shown in the following table were collected:

Type of Sample	Number Collected
Split-Spoon (with Standard Penetration Test, SPT)	84

The SPT samples were performed in accordance with accepted standard practices and the penetration test results are presented as “blows per foot” on the boring logs. Representative portions of the samples were sealed in containers to reduce moisture loss, labeled, packaged, and transported to our laboratory for subsequent testing and classification.

In the laboratory, each sample was evaluated and visually classified by a member of our Geotechnical Engineering staff in general accordance with the Unified Soil Classification System (USCS). The geotechnical engineering properties of the strata were evaluated by the laboratory tests tabulated in the following table.

Type of Test	Number Conducted
Natural Moisture Content	84
Atterberg Limits	28
Percent Passing a No. 200 Sieve	28

The results of the field and laboratory tests are presented in graphical or numerical form on the boring logs illustrated on Figures 2 through 15. A key to the classification of terms and symbols used on the logs is presented on Figure 16. The results of the laboratory and field testing are also tabulated on Figure 17 for ease of reference.

SPT results are noted as “blows per foot” on the boring logs and on Figure 17, where “blows per foot” refers to the number of blows required for a falling 140-pound (lb.) hammer to penetrate 12 inches into the subsurface materials.

Samples will be retained in our laboratory for 30 days after submittal of this report. Other arrangements may be provided at the written request of the CLIENT.



## GENERAL SITE CONDITIONS

### SITE DESCRIPTION

The subject sites for the proposed storm sewer lines are located parallel to the existing residential streets within the Tijerina, Olivarez, Mesquite Acres, Sunrise Hill, and Puesta Del Sol colonias in Hidalgo County, Texas. At the time of our field activities, the sites for the proposed storm sewer lines can be described as existing residential streets. In general, the topography along the subject sites is relatively flat, with an estimated vertical relief of less than 3 ft. Surface drainage is visually estimated to be fair-to-poor.

### SITE GEOLOGY

A cursory review of the Geologic Atlas of Texas, (McAllen-Brownsville Sheet, dated 1976), published by the Bureau of Economic Geology at the University of Texas at Austin, indicates that the subject sites appear to be located within the boundary of Alluvium (floodplain) and Windblown deposits. The Alluvium deposits consist of clays, silts, sands, and gravel deposits; and the Windblown deposits consist of stabilized sand dune deposits, both of the Quaternary epoch (Holocene period).

According to the Soil Survey of Hidalgo County, Texas, published by the United States Department of Agriculture - Soil Conservation Service, in cooperation with the Texas Agricultural Experiment Station, the project sites appear to be located within the Hidalgo and Raymondville-Mercedes soil associations. The Hidalgo soil association consists of deep, moderately permeable soils that typically have a dark grayish brown sandy clay loam surface; and the Raymondville-Mercedes soil association consists of deep, slowly and very slowly permeable soils that typically have a gray clay loam or clay surface layer. The corresponding soil symbols appear to be 25, Hidalgo fine sandy loam; 28, Hidalgo sandy clay loam; 30, Hidalgo sandy clay loam; 48 and 49, Racombes sandy clay loam; 52 and 53, Raymondville clay loam.

### STRATIGRAPHY

It should be noted that Borings B-5, B-8 through B-14 were drilled on existing asphalt-paved roads and Borings B-1 through B-4, B-6, and B-7 were drilled on road easements or on the dirt roads. The existing Hot-Mix Asphaltic Concrete Surface Course (HMAC) thickness was measured to range from about 1-1/2 inches to 2 inches, while the flexible base material (FBM) thickness underlying the HMAC was measured to range from about 2-1/2 inches to 14 inches.

The subsurface stratigraphy along the storm sewer line sites can generally be described as dark brown to grayish-brown to brown to light brown to light gray, sandy fat clay soils, fat clay soils with sand, fat clay soils, sandy lean clay soils, lean clay soils with sand and lean clay soils; and dark brown to light brown, silty sand soils and clayey sand soils. The depths of the individual strata and the physical characteristics vary significantly from boring to boring. Consequently, the individual boring logs should be consulted for detailed stratigraphic information at the individual boring locations. The lines designated the interfaces between strata on the boring logs represent approximate boundaries. Transitions between strata may be gradual.

**GROUNDWATER**

Groundwater was encountered during the drilling operations as tabulated in the table shown below and as described on the boring logs:

<b>Boring Identification</b>	<b>Approximate Depth of Groundwater Encountered During the Drilling Operations (ft) *</b>
B-1	8
B-2	10
B-3	10
B-4	10
B-5	10
B-6	12.5
B-7	12.5
B-8	DRY
B-9	DRY
B-10	DRY
B-11	DRY
B-12	DRY
B-13	DRY
B-14	DRY

\* below the ground surface elevations existing at the time of our study.

It is possible for groundwater to exist beneath these sites at shallower depths on a transient basis following periods of precipitation. Fluctuations in groundwater levels occur due to variations in rainfall and surface water run-off. The construction process itself may also cause variations in the groundwater level.

Please note that the borings for this study were conducted at drought conditions, which have been predominant at the time of this study. Based on the findings in the borings and on our experience in this region, we believe that groundwater seepage may be encountered during utility trench construction activities and during sewer line excavation activities. Dewatering methods, such as deep wells and/or well point systems as well as temporary earthen berms and conventional sump-and-pump dewatering methods may be required for the control of groundwater seepage. As such, the implementation of one or more of these methods might be anticipated for construction. The design of dewatering systems is beyond the scope of our Geotechnical Engineering Study. Proper construction procedures and equipment will be critical for proper performance of the dewatered foundation excavations. Additionally, protection of personnel entering the excavations and providing a dry, stable subgrade on which to construct foundations will be crucial.

**UTILITY TRENCH RECOMMENDATIONS**

**SITE GRADING**

On the basis of the information provided to us by the CLIENT, on Monday, February 11, 2013, we understand that the proposed depths of the proposed storm sewer lines throughout the project sites range from about 3 ft to 9-1/2 ft below the ground/pavement surface elevation existing at the time of our study. The following table presents the proposed depths and proposed RCP diameters for the subject colonia drainage improvement sites.

Proposed Drainage Project Site	Proposed RCP Diameter (in.)	Approximate Depth of Storm Sewer Alignment (ft) *
Tijerina Subdivision	42	6 to 8
Olivarez Subdivisions 7, 9, and 18	18	4 to 7
	36	7 to 9-1/2
Mesquite Acres Subdivision Unit No. 1	18	4 to 6
Sunrise Hill Subdivision	24	3 to 4
	30	4 to 6
	36	6 to 8
Puesta Del Sol Subdivision	24	3 to 4
	30	4

\*below the ground/pavement surface elevations existing at the time of our study.

**BACKFILL COMPACTION**

Placement and compaction of backfill behind the below-grade structures will be critical, particularly at locations where deep backfill will support adjacent near-grade foundations and/or flatwork. If the backfill is not properly compacted in these areas, the adjacent foundations/flatwork can be subject to settlement.

To reduce potential settlement of adjacent foundations/flatwork, the backfill materials should be placed and compacted as recommended in the *Select Fill* subsection of the *Construction Considerations* section of this report. Each lift or layer of the backfill should be tested during the backfilling operations to document the degree of compaction. Within at least a 5-ft zone of the structures, we recommend that compaction be accomplished using hand-guided compaction equipment capable of achieving the maximum dry density in a series of 3 to 5 passes.



### **WATERPROOFING**

Consideration may be given to applying waterproofing coatings to any below-grade walls. Waterproofing of the below-grade walls for capillary moisture is often accomplished by painting the wall exteriors with a bituminous material. For greater seepage protection, membrane waterproofing would be required.

## **CONSTRUCTION CONSIDERATIONS**

### **SITE DRAINAGE**

Drainage is an important key to the successful performance of any foundation. Good surface drainage should be established prior to and maintained after construction to help prevent water from ponding within or adjacent to the proposed storm sewer alignments, and to facilitate rapid drainage away from the storm sewer alignments.

### **DEWATERING**

The design of the storm sewer alignments will require excavations extending down to maximum depths ranging from about 3 ft to 9-1/2 ft below the ground/pavement surface elevations existing at the time of our study. Further, groundwater was encountered during our drilling operations in some of the borings at depths ranging from about 8 ft to 12-1/2 ft below the pavement surface elevations existing at the time of our study. The storm sewer line bearing depths and the groundwater elevations are also summarized in the table presented on the following page:

Proposed Drainage Project Site	Approximate Depth of Storm Sewer Alignment (ft) *	Boring Identification of the Boring(s) Conducted Within the Subdivision	Approximate Depth of Groundwater Encountered Within the Boring(s) *
Tijerina Subdivision	6 to 8	B-1 and B-2	8 to 10
Olivarez Subdivisions 7, 9, and 18	4 to 7	B-3 and B-4	10
	7 to 9-1/2	B-5 through B-7	10 to 12.5
Mesquite Subdivision	4 to 6	B-8	Groundwater was not encountered within the upper 15 ft
Sunrise Hill Subdivision	3 to 4	B-9	Groundwater was not encountered within the upper 15 ft
	4 to 6	B-10 and B-11	Groundwater was not encountered within the upper 15 ft
	6 to 8	B-12	Groundwater was not encountered within the upper 15 ft
Puesta Del Sol Subdivision	3 to 4	B-13	Groundwater was not encountered within the upper 15 ft
	4	B-14	Groundwater was not encountered within the upper 15 ft

\*below the ground/pavement surface elevations existing at the time of our study.

Based on the subsurface conditions encountered in the borings, and the typical fluctuations in groundwater levels in this region, groundwater may be encountered during the storm sewer line construction activities. Excavations below the groundwater table generally require lowering the piezometric level to permit construction in a relatively dry state. This should be performed to control seepage into the excavations and to reduce artesian water pressures below the bottom of the excavations. Deep wells and/or well point systems, as well as sumps and pumps after completion of the excavations are commonly used. The implementation of one and/or more of these methods might be anticipated for the construction of the proposed storm sewer lines. A minimum groundwater drawdown of at least 5 ft below the bottom of the storm sewer line should be anticipated by the General Contractor in order to allow the construction operations to proceed on the bottom of the excavations. The design of dewatering systems is beyond the scope of this study. The General Contractor should be prepared to control excess water encountered in the excavations due to perched water pockets, seepage, and/or rainfall. Proper construction procedures and equipment will be critical for proper performance of the dewatered excavations. Additionally, protection of personnel entering the excavations and providing a dry, stable subgrade upon which to construct foundations will be crucial.

### **TRENCH BACKFILL**

The trench bottoms should be uniform and level so that the pipe barrel will have full support along its full length. The pipe bedding materials from the trench bottom to the bottom of the pipe (or to a minimum distance above or below the top of the pipe if recommended by the pipe manufacturer) should consist at a minimum of 6 inches of compacted granular materials (preferably well-graded crushed rock and gravel or well-graded sand materials, such as GW, SW, SP, or mixtures of the same per the American Society for Testing and Materials (ASTM) D2487 and meeting the pipe manufacturer's recommendations. The backfill material above the bedding material should be placed and compacted in accordance with the following paragraphs.

In non-roadway areas and areas where no future construction will occur, the backfill material from the bottom of the trench excavation up to the proposed finished terrain elevation should be placed in maximum 12-inch uniform thickness lifts, moisture-conditioned to within the range of three percentage points below the optimum moisture content to three percentage points above the optimum moisture content and compacted to a minimum of 90 percent of the maximum dry density as determined by ASTM D698 laboratory compaction procedures.

In roadway areas or areas that will support future structures, the backfill material from the bottom of the trench excavation up to 30 inches below the proposed finished subgrade elevation should be placed in maximum 8-inch uniform thickness lifts, moisture-conditioned to within the range of three percentage points below the optimum moisture content to three percentage points above the optimum moisture content and compacted to a minimum of 95 percent of the maximum dry density as determined by ASTM D698 laboratory compaction procedures.

Furthermore, in roadway areas or areas that will support future structures, the backfill material from 30 inches below the proposed finished subgrade elevation up to the proposed finished grade elevation should be placed in maximum 8-inch uniform thickness lifts, moisture-conditioned to within the range of three percentage points below the optimum moisture content to three percentage points above the optimum moisture content and compacted to a minimum of 98 percent of the maximum dry density as determined by ASTM D698 laboratory compaction procedures.

### **SELECT FILL**

If utilized, materials used as select fill for final site grading preferably should be crushed stone or gravel aggregate. We recommend that materials specified for use as select fill meet the Texas Department of Transportation (TxDOT) 2004 Standard Specification for Construction and Maintenance of Highways, Streets, and Bridges, Item 247, Flexible Base, Type A, Type B, or Type C, Grades 1 through 3.

Alternatively, the following soils, as classified according to the USCS, may be considered satisfactory for use as select fill materials at these sites: SC, GC, CL, and combinations of these soils. In addition to the USCS classification, alternative select fill materials shall have a maximum liquid limit of 35 percent, a plasticity index between 5 and 17 percent, and a maximum particle size not exceeding 4 inches or one-half

the loose lift thickness, whichever is smaller. In addition, if these materials are utilized, grain size analyses and Atterberg Limits must be performed during placement at a minimum rate of one test each per 5,000 cubic yards of material due to the high degree of variability associated with pit-run materials.

If the above listed alternative materials are being considered for bidding purposes, the materials should be submitted to the Geotechnical Engineer for pre-approval at a minimum of 10 working days or more prior to the bid date. Failure to do so will be the responsibility of the General Contractor. The General Contractor will also be responsible for ensuring that the properties of all delivered alternate select fill materials are similar to those of the pre-approved submittal. It should also be noted that when using alternative fill materials, difficulties may be experienced with respect to moisture control during and subsequent to fill placement, as well as with erosion, particularly when exposed to inclement weather. This may result in sloughing of beam trenches and/or pumping of the fill materials.

Soils classified as CH, CL, MH, ML, SM, GM, OH, OL, and Pt under the USCS and not meeting the alternative select fill material requirements, are **not** considered suitable for use as select fill materials at these sites. The native soils at these sites are **not** considered suitable for use as select fill materials.

Select fill should be placed in loose lifts **not** exceeding 8 in. in thickness and compacted to at least 98 percent of maximum dry density as determined by ASTM D698. The moisture content of the fill should be maintained within the range of two percentage points below the optimum moisture content to two percentage points above the optimum moisture content until the final lift of fill is permanently covered.

The select fill should be properly compacted in accordance with these recommendations and tested by **RKCI** personnel for compaction as specified.

#### **TRENCH EXCAVATION SLOPING/BENCHING**

Excavations that extend to or below a depth of 5 ft below construction grade shall require the General Contractor to develop a trench safety plan to protect personnel entering the trench or trench vicinity. The development of the trench safety plan, which may require the collection of specific geotechnical data and could include designs for sloping and benching of various types of shoring, is beyond the scope of this study. Any such designs and safety plans shall be developed and prepared in accordance with current Occupational Safety and Health Administration (OSHA) guidelines and other applicable industry standards.

To assist in preparing an excavation safety plan, we have classified the soils encountered at these sites based on the data collected during this study. The upper clay soils encountered above the groundwater level at these sites are classified as Type "B" soils under current OSHA regulations pertaining to excavations. This classification is based on the observed cohesive nature of the soil, the unconfined compressive strength values obtained during field drilling operations, and the anticipated vibration from nearby traffic. In excavations penetrating these soils, the sloping and benching schemes specified for Type "B" soils under the OSHA regulations require that the excavation sidewalls be sloped no steeper than 1:1 (horizontal:vertical). The clay soils below the groundwater level, clayey sand soils and silty sand soils along these sites are classified as Type "C" soils under current OSHA regulations pertaining to

excavations. In excavations penetrating these soils, the sloping and benching schemes specified for Type "C" soils under the OSHA regulations require that the excavation sidewalls be sloped no steeper than 1-1/2:1 (horizontal:vertical).

### **EXCAVATION EQUIPMENT**

The boring logs are not intended for use in determining construction means and methods and may therefore be misleading if used for that purpose. We recommend that General Contractors and their subcontractors interested in bidding on the work perform their own tests in the form of test pits to determine the quantities of the different materials to be excavated, as well as the preferred excavation methods and equipment for these sites.

### **ADDITIONAL UTILITY WORK CONSIDERATIONS**

Our experience indicates that significant settlement of backfill can occur in utility trenches, particularly when trenches are deep, when backfill materials are placed in thick lifts with insufficient compaction, and when water can access and infiltrate the trench backfill materials. The potential for water to access the backfill is increased where water can infiltrate flexible base materials due to insufficient penetration of curbs, and at sites where geological features can influence water migration into utility trenches. It is our belief that another factor which can significantly impact settlement is the migration of fines within the backfill into the open voids in the underlying free-draining bedding material.

To reduce the potential for settlement in utility trenches, we recommend that consideration be given to the following:

- Backfill materials should be placed and compacted in controlled lifts appropriate for the type of backfill and the type of compaction equipment being utilized and backfilling procedures should be tested and documented.
- Consideration should be given to wrapping free-draining bedding materials with a geotextile fabric (similar to Mirafi 140N or CONTECH C-Drain Geocomposite) to reduce the infiltration and loss of fines from backfill material into the interstitial voids in bedding materials.

## **CONSTRUCTION RELATED SERVICES**

### **CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES**

As presented in the attachment to this report, *Important Information About Your Geotechnical Engineering Report*, subsurface conditions can vary across a project site. The conditions described in this report are based on interpolations derived from a limited number of data points. Variations will be encountered during construction, and only the geotechnical design engineer will be able to determine if these conditions are different than those assumed for design.

Construction problems resulting from variations or anomalies in subsurface conditions are among the most prevalent on construction projects and often lead to delays, changes, cost overruns, and disputes. These variations and anomalies can best be addressed if the geotechnical engineer of record, **Raba Kistner**, is retained to perform construction materials engineering and testing services during the construction of the project. This is because:

- **RKCI** has an intimate understanding of the geotechnical engineering report's findings and recommendations. **RKCI** understands how the report should be interpreted and can provide such interpretations on site, on the CLIENT's behalf.
- **RKCI** knows what subsurface conditions are anticipated at the site.
- **RKCI** is familiar with the goals of the CLIENT and the project's design professionals, having worked with them in the development of the project's geotechnical design workscope. This enables **RKCI** to suggest remedial measures (when needed) which help meet others' requirements.
- **RKCI** has a vested interest in client satisfaction, and thus assigns qualified personnel whose principal concern is client satisfaction. This concern is exhibited by the manner in which contractors' work is tested, evaluated and reported, and in selection of alternative approaches when such may become necessary.
- **RKCI** cannot be held accountable for problems which result due to misinterpretation of our findings or recommendations when we are not on hand to provide the interpretation which is required.

#### **BUDGETING FOR CONSTRUCTION TESTING**

Appropriate budgets need to be developed for the required construction materials engineering and testing services. At the appropriate time before construction, we advise that **RKCI** and the project designers meet and jointly develop the testing budgets, as well as review the testing specifications as it pertains to this project.

Once the construction testing budget and scope of work are finalized, we encourage a preconstruction meeting with the selected General Contractor to review the scope of work to make sure it is consistent with the construction means and methods proposed by the contractor. **RKCI** looks forward to the opportunity to provide continued support on this project, and would welcome the opportunity to meet with the Project Team to develop both a scope and budget for these services.

\* \* \* \* \*

The following figures are attached and complete this report:

Figures 1A through 1E	Boring Location Maps
Figures 2 through 15	Logs of Borings
Figure 16	Key to Terms and Symbols
Figure 17	Results of Soil Sample Analyses



# ATTACHMENTS





**RABA  
KISTNER  
CONSULTANTS**

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Facilities • Infrastructure

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**BORING LOCATION MAP  
COLONIA DRAINAGE IMPROVEMENTS WITH  
OLIVAREZ SUBDIVISIONS, MESQUITE ACRES  
SUBDIVISION, TIJERNA SUBDIVISION,  
PUERTA DEL SOL SUBDIVISION, AND SUNRISE HILL SUBDIVISION  
HIDALGO COUNTY, TEXAS**

REVISIONS:

No.	DATE	DESCRIPTION

PROJECT No.:  
AMA13-010-00

ISSUE DATE:	03-19-13
DRAWN BY:	NES
CHECKED BY:	LHG
REVIEWED BY:	KML

FIGURE  
**1A**



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**BORING LOCATION MAP**  
**COLONIA DRAINAGE IMPROVEMENTS WITHIN**  
**OLIVAREZ SUBDIVISIONS, MESQUITE ACRES**  
**SUBDIVISION, TIERINA SUBDIVISION,**  
**PUESTA DEL SOL SUBDIVISION, AND SUNRISE HILL SUBDIVISION**  
HIDALGO COUNTY, TEXAS

REVISIONS:

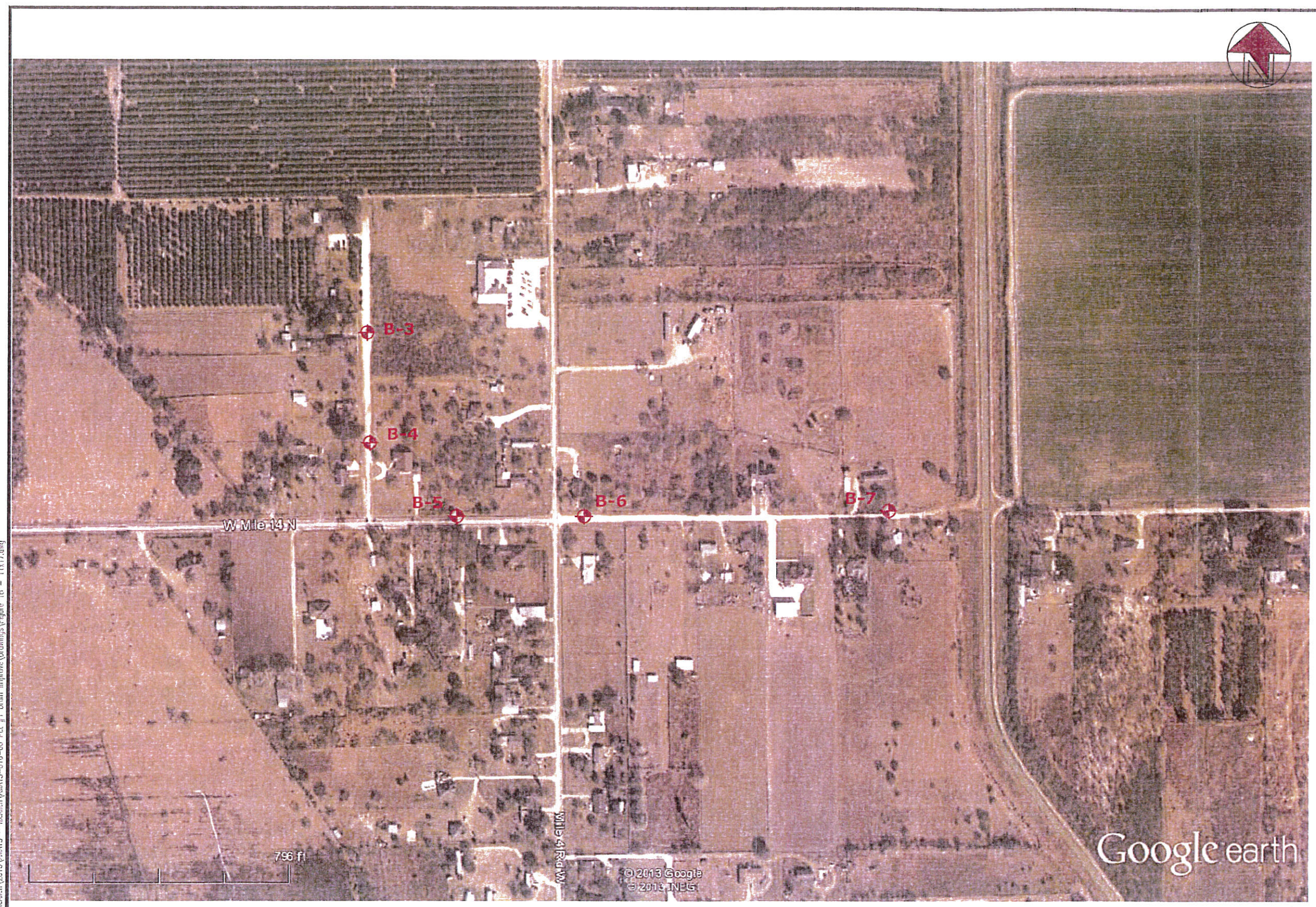
No.	DATE	DESCRIPTION

PROJECT No.:  
AMA13-010-00

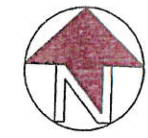
ISSUE DATE:	03-19-13
DRAWN BY:	NES
CHECKED BY:	JLP
REVIEWED BY:	KML

FIGURE  
**1B**

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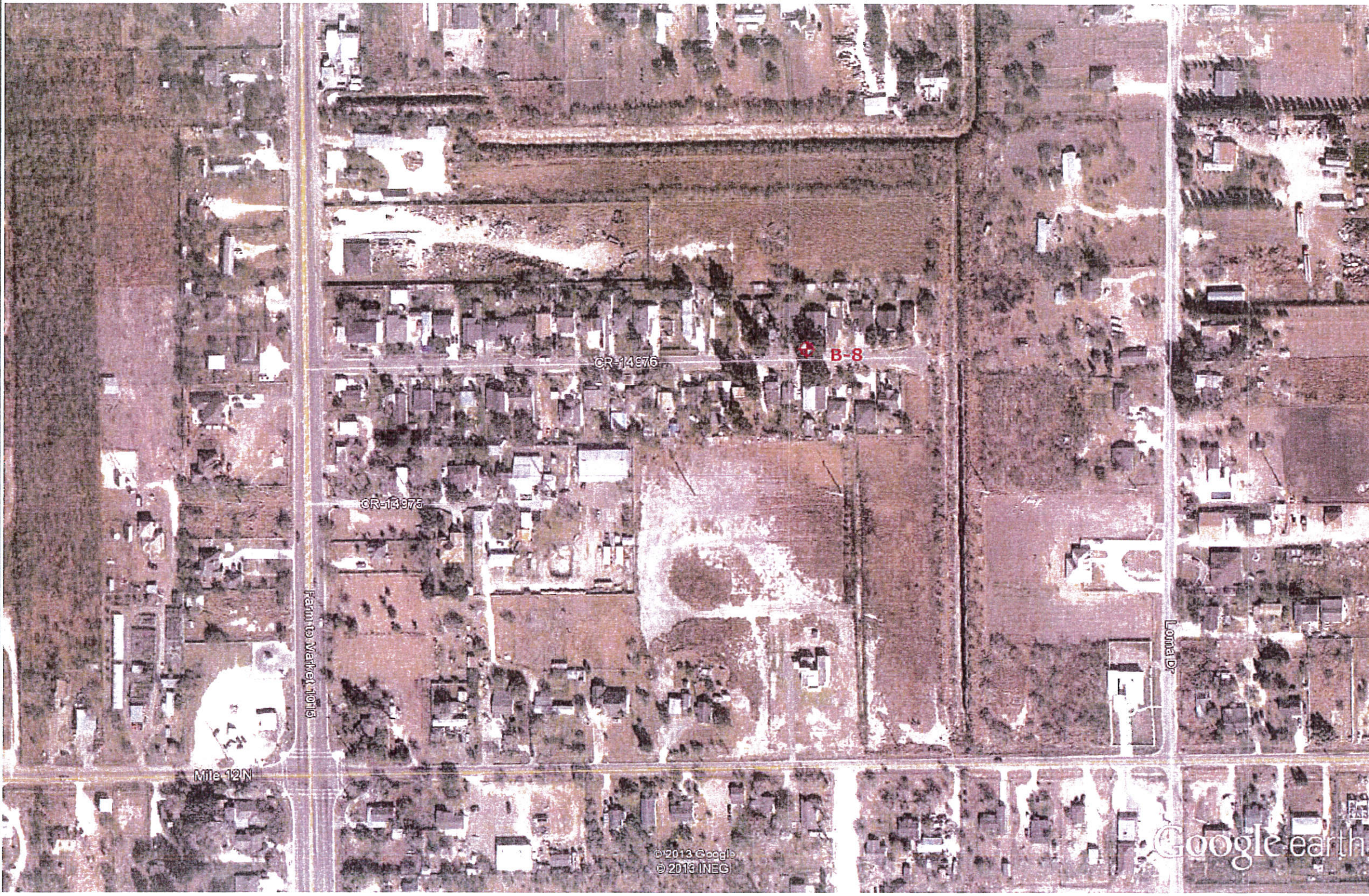
C:\Active Projects\McAllen\2013\AMA13 - McAllen\AMA13-010-00 Pct #1 Drain Improve\Drawings\Figure 1C - 11x17.dwg



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**BORING LOCATION MAP  
COLONA DRAINAGE IMPROVEMENTS WITHIN  
OLMAREZ SUBDIVISIONS, MESQUITE ACRES  
SUBDIVISION, TIJERNA SUBDIVISION,  
PUERTA DEL SOL SUBDIVISION, AND SUNRISE HILL SUBDIVISION  
HIDALGO COUNTY, TEXAS**

REVISIONS:

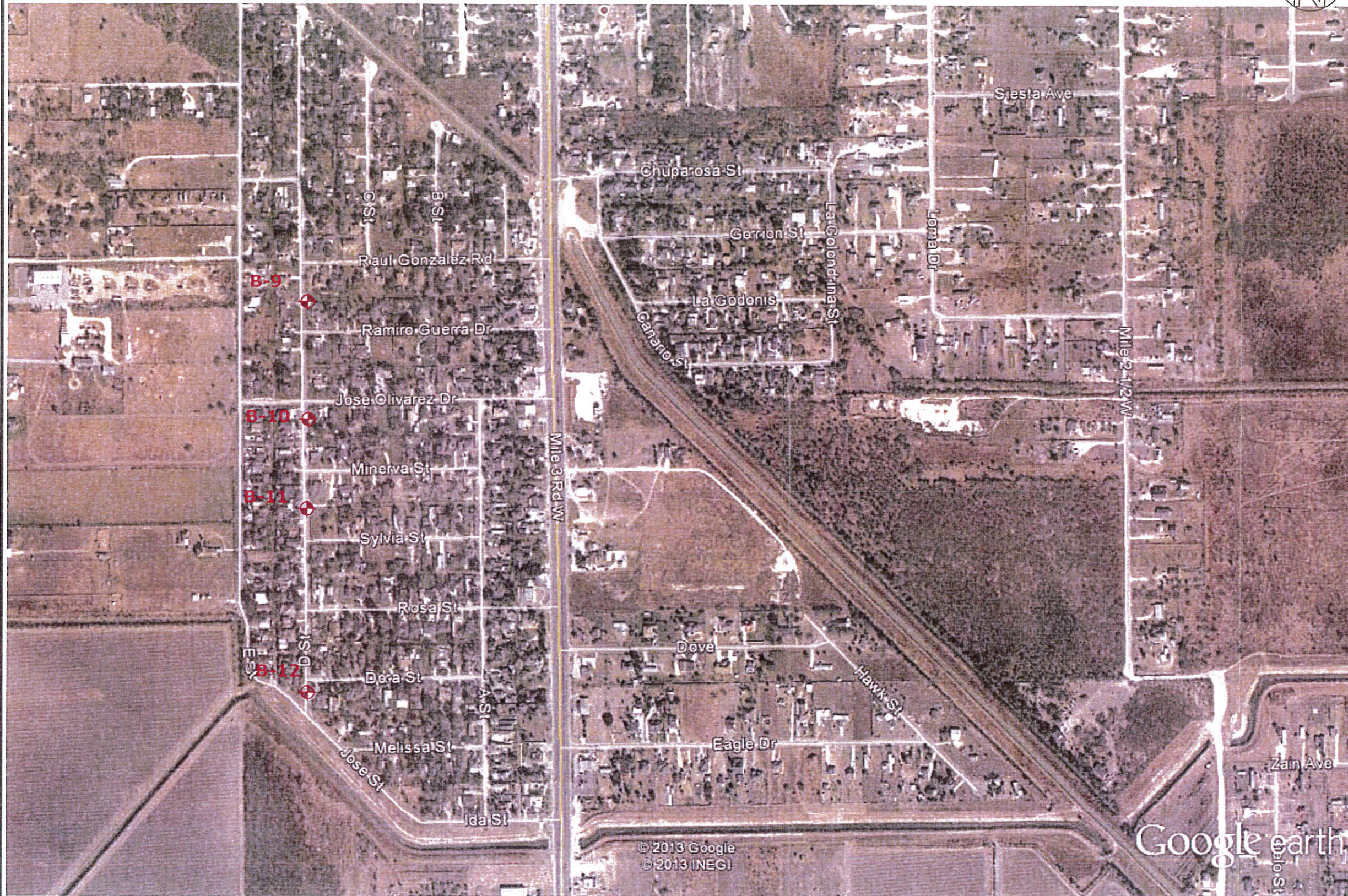
No.	DATE	DESCRIPTION

PROJECT No.:	
AMA13-010-00	
ISSUE DATE:	03-19-13
DRAWN BY:	NES
CHECKED BY:	LHG
REVIEWED BY:	KML

**FIGURE**  
**1C**



**BORING LOCATION MAP  
COLONA DRAINAGE IMPROVEMENTS WITHIN  
OLIVAREZ SUBDIVISIONS, MESQUITE ACRES  
SUBDIVISION, TIJERNA SUBDIVISION,  
PUESTA DEL SOL SUBDIVISION, AND SUNRISE HILL SUBDIVISION  
HIDALGO COUNTY, TEXAS**



REVISIONS:

No.	DATE	DESCRIPTION

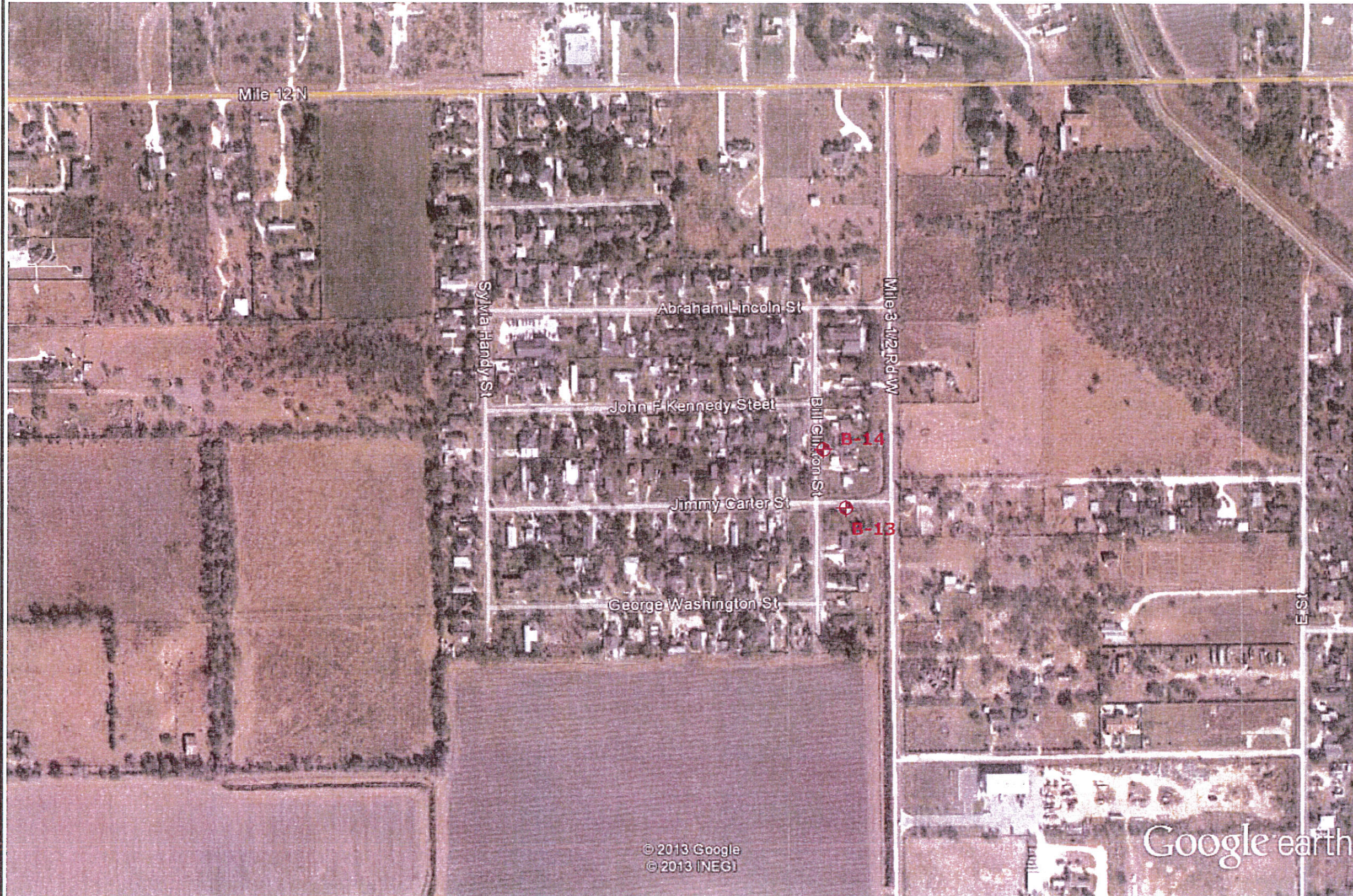
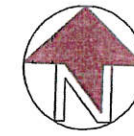
PROJECT No.:	AMA13-010-00
ISSUE DATE:	03-19-13
DRAWN BY:	NES
CHECKED BY:	LHG
REVIEWED BY:	KML

**FIGURE  
1D**

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Google earth



**BORING LOCATION MAP  
COLONIA DRAINAGE IMPROVEMENTS WITHIN  
OLMAREZ SUBDIVISIONS, MESQUITE ACRES  
SUBDIVISION, TIJERNA SUBDIVISION,  
PUERTA DEL SOL SUBDIVISION, AND SUNRISE HILL SUBDIVISION  
HIDALGO COUNTY, TEXAS**

REVISIONS:

No.	DATE	DESCRIPTION

PROJECT No.:  
AMA13-010-00

ISSUE DATE:	03-19-13
DRAWN BY:	NES
CHECKED BY:	LHG
REVIEWED BY:	KML

FIGURE  
**1E**

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# LOG OF BORING NO. B-1

HCDD No. 1 - Colonia Drainage Improvements  
 Olivarez, Mesquite Acres, Tijerina, Puesta del Sol, & Sunrise Hill Subdiv  
 Hidalgo County, Texas



**DRILLING METHOD:** Straight Flight Auger

**LOCATION:** See Figure 1

DEPTH, FT	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	UNIT DRY WEIGHT, pcf	SHEAR STRENGTH, TONS/FT <sup>2</sup>				PLASTICITY INDEX	% -200	
						0.5	1.0	1.5	2.0			2.5
			SURFACE ELEVATION: Ex. Grade ft									
			Flexible Base Material (FBM) - 6 in.									
			<b>SANDY FAT CLAY (CH)</b> very stiff to stiff, dark brown to grayish-brown, with calcareous nodules and black ferrous stains	19							40	
			<b>SANDY LEAN CLAY (CL)</b> stiff to firm to stiff, light brown, with calcareous nodules, and black and orange ferrous stains	14							60	
5				11							20	
				5							53	
				10								
			<b>SILTY SAND (SM)</b> stiff, light brown	13								
15			Boring terminated at a depth of about 15 ft.									
			NOTES: During the drilling operations, groundwater was encountered at a depth of about 8 ft. Upon completion of the drilling operations, groundwater was measured at a depth of about 8 ft.									
20												
25												
<b>DEPTH DRILLED:</b> 15.0 ft <b>DATE DRILLED:</b> 2/21/2013				<b>DEPTH TO WATER:</b> 8 ft <b>DATE MEASURED:</b> 2/21/2013				<b>PROJ. No.:</b> AMA13-010-00 <b>FIGURE:</b> 2				

NOTE: THESE LOGS SHOULD NOT BE USED SEPARATELY FROM THE PROJECT REPORT

# LOG OF BORING NO. B-2

HCDD No. 1 - Colonia Drainage Improvements  
 Olivarez, Mesquite Acres, Tijerina, Puesta del Sol, & Sunrise Hill Subdivisions  
 Hidalgo County, Texas



**DRILLING METHOD:** Straight Flight Auger

**LOCATION:** See Figure 1

DEPTH, FT	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	UNIT DRY WEIGHT, pcf	SHEAR STRENGTH, TONS/FT <sup>2</sup>						PLASTICITY INDEX	%-200
						0.5	1.0	1.5	2.0	2.5	3.0		
			SURFACE ELEVATION: Ex. Grade ft										
	▲▲▲		Flexible Base Material (FBM) - 7 in.										
	▨		<b>FAT CLAY with SAND (CH)</b> very stiff to stiff, dark brown, with shell fragments	18								72	
				15								29	
5	▨		<b>SANDY LEAN CLAY (CL)</b> very stiff to firm to stiff, light brown, with calcareous nodules, and black and orange ferrous stains	16									
				10								17	
10				7								56	
				9									
15			Boring terminated at a depth of about 15 ft.										
20			NOTES: During the drilling operations, groundwater was encountered at a depth of about 10 ft. Upon completion of the drilling operations, groundwater was measured at a depth of about 10 ft.										
25													

NOTE: THESE LOGS SHOULD NOT BE USED SEPARATELY FROM THE PROJECT REPORT

DEPTH DRILLED: 15.0 ft	DEPTH TO WATER: 10 ft	PROJ. No.: AMA13-010-00	FIGURE: 3
DATE DRILLED: 2/21/2013	DATE MEASURED: 2/21/2013		

### LOG OF BORING NO. B-3

HCDD No. 1 - Colonia Drainage Improvements  
 Olivarez, Mesquite Acres, Tijerina, Puesta del Sol, & Sunrise Hill Subd.  
 Hidalgo County, Texas



**DRILLING METHOD:** Straight Flight Auger

**LOCATION:** See Figure 1

DEPTH, FT	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	UNIT DRY WEIGHT, pcf	SHEAR STRENGTH, TONS/FT <sup>2</sup>						PLASTICITY INDEX	%-200	
						0.5	1.0	1.5	2.0	2.5	3.0			3.5
			SURFACE ELEVATION: Ex. Grade ft											
			Flexible Base Material (FBM) - 3 in.											
			<b>SANDY LEAN CLAY (CL)</b> stiff, brown, with calcareous nodules and black ferrous stains	9		●	×	×					10	
			<b>SANDY LEAN CLAY (CL)</b> stiff to very stiff, light gray to light brown, with calcareous nodules and black ferrous stains	11		●							60	
5				14		×	—	×					21	
				11		●							63	
10				17	▽	●								
				21		●								
15			Boring terminated at a depth of about 15 ft.											
20			NOTES: During the drilling operations, groundwater was encountered at a depth of about 10 ft. Upon completion of the drilling operations, groundwater was measured at a depth of about 10 ft.											
25														

NOTE: THESE LOGS SHOULD NOT BE USED SEPARATELY FROM THE PROJECT REPORT

<b>DEPTH DRILLED:</b> 15.0 ft <b>DATE DRILLED:</b> 2/21/2013	<b>DEPTH TO WATER:</b> 10 ft <b>DATE MEASURED:</b> 2/21/2013	<b>PROJ. No.:</b> AMA13-010-00 <b>FIGURE:</b> 4
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# LOG OF BORING NO. B-4

HCDD No. 1 - Colonia Drainage Improvements  
 Olivarez, Mesquite Acres, Tijerina, Puesta del Sol, & Sunrise Hill Subdivisions  
 Hidalgo County, Texas



**DRILLING METHOD:** Straight Flight Auger

**LOCATION:** See Figure 1

DEPTH, FT	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	UNIT DRY WEIGHT, pcf	SHEAR STRENGTH, TONS/FT <sup>2</sup>						PLASTICITY INDEX	%-200
						0.5	1.0	1.5	2.0	2.5	3.0		
			SURFACE ELEVATION: Ex. Grade ft										
			Flexible Base Material (FBM) - 2-1/2 in.										
			<b>CLAYEY SAND (SC)</b> loose, dark brown to brown, with calcareous nodules, black ferrous stains, and shell fragments	9		●							27
				9		●	-----X						19
5			<b>SANDY LEAN CLAY (CL)</b> stiff to very stiff to stiff, light brown, with calcareous nodules and black ferrous stains										
				12		●							69
				18		●	-----X						30
10				9	▽	●							
				14		●							
15			Boring terminated at a depth of about 15 ft.										
20			NOTES: During the drilling operations, groundwater was encountered at a depth of about 10 ft. Upon completion of the drilling operations, groundwater was measured at a depth of about 10 ft.										
25													
<b>DEPTH DRILLED:</b> 15.0 ft		<b>DATE DRILLED:</b> 2/21/2013		<b>DEPTH TO WATER:</b> 10 ft		<b>DATE MEASURED:</b> 2/21/2013		<b>PROJ. No.:</b> AMA13-010-00		<b>FIGURE:</b> 5			

NOTE: THESE LOGS SHOULD NOT BE USED SEPARATELY FROM THE PROJECT REPORT



# LOG OF BORING NO. B-6

HCDD No. 1 - Colonia Drainage Improvements  
 Olivarez, Mesquite Acres, Tijerina, Puesta del Sol, & Sunrise Hill Subdiv.  
 Hidalgo County, Texas



**DRILLING METHOD:** Straight Flight Auger

**LOCATION:** See Figure 1

DEPTH, FT	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	UNIT DRY WEIGHT, pcf	SHEAR STRENGTH, TONS/FT <sup>2</sup>				PLASTICITY INDEX	%-200	
						0.5	1.0	1.5	2.0			2.5
			SURFACE ELEVATION: Ex. Grade ft									
			Flexible Base Material (FBM) - 10 in.									
			<b>CLAYEY SAND (SC)</b> medium dense, dark brown, with orange ferrous stains	18		●						36
			<b>SANDY LEAN CLAY (CL)</b> firm to soft, light brown, with calcareous nodules	4		●	—	—	—	—		26
5			- with black ferrous stains below a depth of about 5 ft	5		●						56
				2		●	—	—	—	—		15
10			<b>LEAN CLAY (CL)</b> very stiff to hard, light brown, with calcareous nodules and black ferrous stains	26		●						
15			Boring terminated at a depth of about 15 ft.	33		●						
20			NOTES: During the drilling operations, groundwater was encountered at a depth of about 12.5 ft. Upon completion of the drilling operations, groundwater was measured at a depth of about 12 ft.									
25												
<b>DEPTH DRILLED:</b> 15.0 ft			<b>DEPTH TO WATER:</b> 12.5 ft			<b>PROJ. No.:</b> AMA13-010-00						
<b>DATE DRILLED:</b> 2/20/2013			<b>DATE MEASURED:</b> 2/20/2013			<b>FIGURE:</b> 7						

NOTE: THESE LOGS SHOULD NOT BE USED SEPARATELY FROM THE PROJECT REPORT

# LOG OF BORING NO. B-7

HCDD No. 1 - Colonia Drainage Improvements  
 Olivarez, Mesquite Acres, Tijerina, Puesta del Sol, & Sunrise Hill Subd.  
 Hidalgo County, Texas



**DRILLING METHOD:** Straight Flight Auger

**LOCATION:** See Figure 1

DEPTH, FT	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	UNIT DRY WEIGHT, pcf	SHEAR STRENGTH, TONS/FT <sup>2</sup>						PLASTICITY INDEX	%-200		
						0.5	1.0	1.5	2.0	2.5	3.0			3.5	4.0
						PLASTIC LIMIT		WATER CONTENT		LIQUID LIMIT					
						10	20	30	40	50	60	70	80		
			SURFACE ELEVATION: Ex. Grade ft												
			Flexible Base Material (FBM) - 3 in.												
			<b>CLAYEY SAND (SC)</b> medium dense, dark brown, with shell fragments	12	●										
			<b>SANDY LEAN CLAY (CL)</b> firm, brown to light brown, calcareous nodules and black ferrous stains	6		×	●	---	---	×			21		
5				7			●							69	
				6		×	●	---	---	×			19		
10			<b>CLAYEY SAND (SC)</b> loose, light brown	6			●							50	
15			Boring terminated at a depth of about 15 ft.	5			●								
			NOTES: During the drilling operations, groundwater was encountered at a depth of about 12.5 ft. Upon completion of the drilling operations, groundwater was measured at a depth of about 12 ft.												
20															
25															
<b>DEPTH DRILLED:</b>		15.0 ft		<b>DEPTH TO WATER:</b>		12.5 ft		<b>PROJ. No.:</b>		AMA13-010-00					
<b>DATE DRILLED:</b>		2/20/2013		<b>DATE MEASURED:</b>		2/20/2013		<b>FIGURE:</b>		8					

NOTE: THESE LOGS SHOULD NOT BE USED SEPARATELY FROM THE PROJECT REPORT

# LOG OF BORING NO. B-8

HCDD No. 1 - Colonia Drainage Improvements  
 Olivarez, Mesquite Acres, Tijerina, Puesta del Sol, & Sunrise Hill Subd.  
 Hidalgo County, Texas



**DRILLING METHOD:** Straight Flight Auger

**LOCATION:** See Figure 1

DEPTH, FT	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	UNIT DRY WEIGHT, pcf	SHEAR STRENGTH, TONS/FT <sup>2</sup>						PLASTICITY INDEX	%-200
						0.5	1.0	1.5	2.0	2.5	3.0		
			SURFACE ELEVATION: Ex. Grade ft										
	▲▲▲		Hot-Mix Asphaltic Concrete (HMAC) - 2 in.										
	▨▨▨		Flexible Base Material (FBM) - 6 in.										
	▨▨▨		<b>FAT CLAY (CH)</b> stiff, dark grayish-brown, with calcareous nodules, and black and orange ferrous stains	8		●	—	—	—	—	—	—	32
	▨▨▨		<b>SANDY LEAN CLAY (CL)</b> stiff, grayish-brown, with shell fragments	9		●							68
5	▨▨▨			13		●	—	—	—	—	—	—	30
	▨▨▨		<b>LEAN CLAY with SAND (CL)</b> very stiff, light brown, with calcareous nodules, and black and orange ferrous stains	17		●							78
10	▨▨▨			24		●							
15	▨▨▨			27		●							
			Boring terminated at a depth of about 15 ft.										
			NOTES: Upon completion of the drilling operations, the boring was observed dry.										
20													
25													
<b>DEPTH DRILLED:</b>		15.0 ft		<b>DEPTH TO WATER:</b>		DRY		<b>PROJ. No.:</b>		AMA13-010-00			
<b>DATE DRILLED:</b>		2/21/2013		<b>DATE MEASURED:</b>		2/21/2013		<b>FIGURE:</b>		9			

NOTE: THESE LOGS SHOULD NOT BE USED SEPARATELY FROM THE PROJECT REPORT

# LOG OF BORING NO. B-9

HCDD No. 1 - Colonia Drainage Improvements  
 Olivarez, Mesquite Acres, Tijerina, Puesta del Sol, & Sunrise Hill Subd.  
 Hidalgo County, Texas



**DRILLING METHOD:** Straight Flight Auger

**LOCATION:** See Figure 1

DEPTH, FT	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	UNIT DRY WEIGHT, pcf	SHEAR STRENGTH, TONS/FT <sup>2</sup>						PLASTICITY INDEX	%-200
						0.5	1.0	1.5	2.0	2.5	3.0		
			SURFACE ELEVATION: Ex. Grade ft										
			Hot-Mix Asphaltic Concrete (HMAC) - 1-1/2 in.										
			Flexible Base Material (FBM) - 8-1/2 in.										
			<b>CLAYEY SAND (SC)</b> loose, dark brown, with black ferrous stains and calcareous nodules	6		●	---	X				14	
			<b>SANDY LEAN CLAY (CL)</b> firm, brown to light brown, with calcareous nodules	6		●						68	
5				7		X	---	X				20	
			<b>LEAN CLAY with SAND (CL)</b> very stiff to hard, light brown, with calcareous nodules and black ferrous stains	16		●						78	
10				20		●							
				36		●							
15			Boring terminated at a depth of about 15 ft.										
			NOTES: Upon completion of the drilling operations, the boring was observed dry.										
20													
25													

NOTE: THESE LOGS SHOULD NOT BE USED SEPARATELY FROM THE PROJECT REPORT

**DEPTH DRILLED:** 15.0 ft  
**DATE DRILLED:** 2/20/2013

**DEPTH TO WATER:** DRY  
**DATE MEASURED:** 2/20/2013

**PROJ. No.:** AMA13-010-00  
**FIGURE:** 10

# LOG OF BORING NO. B-10

HCDD No. 1 - Colonia Drainage Improvements  
 Olivarez, Mesquite Acres, Tijerina, Puesta del Sol, & Sunrise Hill Subd.  
 Hidalgo County, Texas



**DRILLING METHOD:** Straight Flight Auger

**LOCATION:** See Figure 1

DEPTH, FT	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	UNIT DRY WEIGHT, pcf	SHEAR STRENGTH, TONS/FT <sup>2</sup>				PLASTICITY INDEX	%-200
						0.5	1.0	1.5	2.0		
						PLASTIC LIMIT      WATER CONTENT      LIQUID LIMIT X-----X      ●-----●      X-----X 10   20   30   40   50   60   70   80					
SURFACE ELEVATION: Ex. Grade ft											
			Hot-Mix Asphaltic Concrete (HMAC) - 1-1/2 in.								
			Flexible Base Material (FBM) - 8-1/2 in.								
			<b>SANDY LEAN CLAY (CL)</b> stiff, gray, with black and orange ferrous stains	13		●					
			<b>LEAN CLAY with SAND (CL)</b> firm to stiff, light brown, with calcareous nodules and black ferrous stains	5		X	-----	X		21	
5				9		●					75
			<b>FAT CLAY (CH)</b> very stiff to hard, light brown, with black ferrous stains	21		●	-----	X		33	
10				25		●					86
				37		●					
15			Boring terminated at a depth of about 15 ft.								
			NOTES: Upon completion of the drilling operations, the boring was observed dry.								
20											
25											

NOTE: THESE LOGS SHOULD NOT BE USED SEPARATELY FROM THE PROJECT REPORT

<b>DEPTH DRILLED:</b> 15.0 ft <b>DATE DRILLED:</b> 2/20/2013	<b>DEPTH TO WATER:</b> DRY <b>DATE MEASURED:</b> 2/20/2013	<b>PROJ. No.:</b> AMA13-010-00 <b>FIGURE:</b> 11
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# LOG OF BORING NO. B-11

HCDD No. 1 - Colonia Drainage Improvements  
 Olivarez, Mesquite Acres, Tijerina, Puesta del Sol, & Sunrise Hill Subd.  
 Hidalgo County, Texas



**DRILLING METHOD:** Straight Flight Auger

**LOCATION:** See Figure 1

DEPTH, FT	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	UNIT DRY WEIGHT, pcf	SHEAR STRENGTH, TONS/FT <sup>2</sup>				PLASTICITY INDEX	%-200	
						0.5	1.0	1.5	2.0			2.5
						PLASTIC LIMIT      WATER CONTENT      LIQUID LIMIT X-----X-----X 10    20    30    40    50    60    70    80						
			SURFACE ELEVATION: Ex. Grade ft									
			Hot-Mix Asphaltic Concrete (HMAC) - 1-1/2 in.									
			Flexible Base Material (FBM) - 5-1/2 in.									
			<b>SANDY LEAN CLAY (CL)</b> firm, gray, with calcareous nodules and orange ferrous stains	6		●	-----	X	-----	-----	21	
			<b>LEAN CLAY with SAND (CL)</b> stiff to very stiff, light gray, with calcareous nodules and black ferrous stains	8		●					72	
5				15		●	-----	X	-----	-----	24	
				22		●					80	
10			<b>FAT CLAY (CH)</b> very stiff to hard, light brown, with black ferrous stains	21		●						
15				33		●						
			Boring terminated at a depth of about 15 ft.									
			NOTES: Upon completion of the drilling operations, the boring was observed dry.									
20												
25												

NOTE: THESE LOGS SHOULD NOT BE USED SEPARATELY FROM THE PROJECT REPORT

<b>DEPTH DRILLED:</b> 15.0 ft <b>DATE DRILLED:</b> 2/20/2013	<b>DEPTH TO WATER:</b> DRY <b>DATE MEASURED:</b> 2/20/2013	<b>PROJ. No.:</b> AMA13-010-00 <b>FIGURE:</b> 12
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# LOG OF BORING NO. B-12

HCDD No. 1 - Colonia Drainage Improvements  
 Olivarez, Mesquite Acres, Tijerina, Puesta del Sol, & Sunrise Hill Subdivisions  
 Hidalgo County, Texas



**DRILLING METHOD:** Straight Flight Auger

**LOCATION:** See Figure 1

DEPTH, FT	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	UNIT DRY WEIGHT, pcf	SHEAR STRENGTH, TONS/FT <sup>2</sup>						PLASTICITY INDEX	%-200		
						0.5	1.0	1.5	2.0	2.5	3.0			3.5	4.0
						PLASTIC LIMIT		WATER CONTENT		LIQUID LIMIT					
						X	X	X	X	X	X				
						10	20	30	40	50	60	70	80		
			SURFACE ELEVATION: Ex. Grade ft												
			Hot-Mix Asphaltic Concrete (HMAC) - 1-1/2 in.												
			Flexible Base Material (FBM) - 9-1/2 in.												
			<b>SANDY LEAN CLAY (CL)</b> stiff, dark brown, with calcareous nodules	8		●									
			<b>LEAN CLAY with SAND (CL)</b> stiff to very stiff, light gray to light brown, with calcareous nodules and black ferrous stains	10		●	---	X				25			
5				14		●						75			
				18		X	---	X				29			
			<b>FAT CLAY with SAND (CH)</b> very stiff to hard, light brown, with calcareous nodules and black ferrous stains	22		●							84		
				32		●									
			Boring terminated at a depth of about 15 ft.												
			NOTES: Upon completion of the drilling operations, the boring was observed dry.												
20															
25															
<b>DEPTH DRILLED:</b>		15.0 ft		<b>DEPTH TO WATER:</b>		DRY		<b>PROJ. No.:</b>		AMA13-010-00					
<b>DATE DRILLED:</b>		2/20/2013		<b>DATE MEASURED:</b>		2/20/2013		<b>FIGURE:</b>		13					

NOTE: THESE LOGS SHOULD NOT BE USED SEPARATELY FROM THE PROJECT REPORT

# LOG OF BORING NO. B-13

HCDD No. 1 - Colonia Drainage Improvements  
 Olivarez, Mesquite Acres, Tijerina, Puesta del Sol, & Sunrise Hill Subdivisions  
 Hidalgo County, Texas



**DRILLING METHOD:** Straight Flight Auger

**LOCATION:** See Figure 1

DEPTH, FT	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	UNIT DRY WEIGHT, pcf	SHEAR STRENGTH, TONS/FT <sup>2</sup>						PLASTICITY INDEX	%-200
						0.5	1.0	1.5	2.0	2.5	3.0		
			SURFACE ELEVATION: Ex. Grade ft										
			Hot-Mix Asphaltic Concrete (HMAC) - 2 in. Flexible Base Material (FBM) - 14 in.										
			<b>LEAN CLAY with SAND (CL)</b> stiff, dark brown, with black ferrous stains	13								26	
			<b>LEAN CLAY with SAND (CL)</b> stiff to very stiff, light brown, with calcareous nodules	8								78	
5			- with black ferrous stains below a depth of about 5 ft	10								21	
				13								80	
				27									
				17									
15			Boring terminated at a depth of about 15 ft.										
			NOTES: Upon completion of the drilling operations, the boring was observed dry.										
20													
25													
<b>DEPTH DRILLED:</b> 15.0 ft <b>DATE DRILLED:</b> 2/20/2013				<b>DEPTH TO WATER:</b> DRY <b>DATE MEASURED:</b> 2/20/2013				<b>PROJ. No.:</b> AMA13-010-00 <b>FIGURE:</b> 14					

NOTE: THESE LOGS SHOULD NOT BE USED SEPARATELY FROM THE PROJECT REPORT

# LOG OF BORING NO. B-14

HCDD No. 1 - Colonia Drainage Improvements  
 Olivarez, Mesquite Acres, Tijerina, Puesta del Sol, & Sunrise Hill Subdiv  
 Hidalgo County, Texas



**DRILLING METHOD:** Straight Flight Auger

**LOCATION:** See Figure 1

DEPTH, FT	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	UNIT DRY WEIGHT, pcf	SHEAR STRENGTH, TONS/FT <sup>2</sup>			PLASTICITY INDEX	% -200
						0.5	1.0	1.5		
			SURFACE ELEVATION: Ex. Grade ft							
			Hot-Mix Asphaltic Concrete (HMAC) - 2 in.							
			Flexible Base Material (FBM) - 8 in.							
			<b>SANDY LEAN CLAY (CL)</b> firm, dark brown, with shell fragments	7						57
			<b>LEAN CLAY with SAND (CL)</b> firm to very stiff, ligh brown, with calcareous nodules	6						20
5			- with black ferrous stains below a depth of about 5 ft	8						76
				16						32
10				21						
				18						
15			Boring terminated at a depth of about 15 ft.							
			NOTES: Upon completion of the drilling operations, the boring was observed dry.							
20										
25										

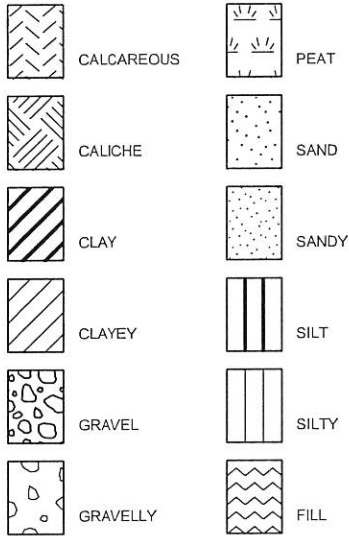
NOTE: THESE LOGS SHOULD NOT BE USED SEPARATELY FROM THE PROJECT REPORT

<b>DEPTH DRILLED:</b> 15.0 ft	<b>DEPTH TO WATER:</b> DRY	<b>PROJ. No.:</b> AMA13-010-00
<b>DATE DRILLED:</b> 2/20/2013	<b>DATE MEASURED:</b> 2/20/2013	<b>FIGURE:</b> 15

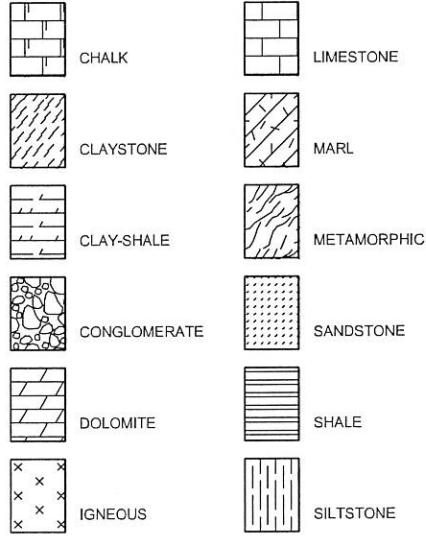
# KEY TO TERMS AND SYMBOLS

## MATERIAL TYPES

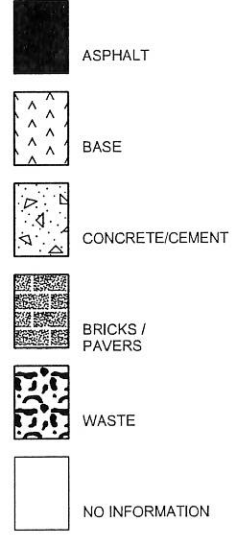
### SOIL TERMS



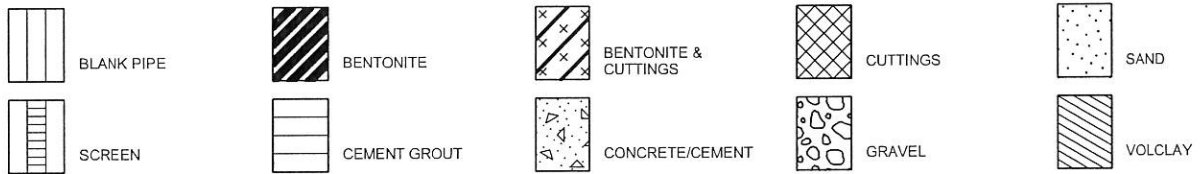
### ROCK TERMS



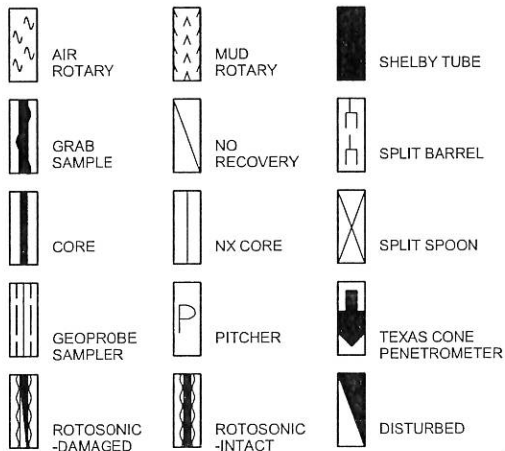
### OTHER



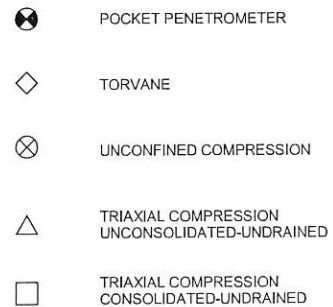
## WELL CONSTRUCTION AND PLUGGING MATERIALS



## SAMPLE TYPES



## STRENGTH TEST TYPES



NOTE: VALUES SYMBOLIZED ON BORING LOGS REPRESENT SHEAR STRENGTHS UNLESS OTHERWISE NOTED

PROJECT NO. AMA13-010-00

## KEY TO TERMS AND SYMBOLS (CONT'D)

### TERMINOLOGY

Terms used in this report to describe soils with regard to their consistency or conditions are in general accordance with the discussion presented in Article 45 of SOILS MECHANICS IN ENGINEERING PRACTICE, Terzaghi and Peck, John Wiley & Sons, Inc., 1967, using the most reliable information available from the field and laboratory investigations. Terms used for describing soils according to their texture or grain size distribution are in accordance with the UNIFIED SOIL CLASSIFICATION SYSTEM, as described in American Society for Testing and Materials D2487-06 and D2488-00, Volume 04.08, Soil and Rock; Dimension Stone; Geosynthetics; 2005.

The depths shown on the boring logs are not exact, and have been estimated to the nearest half-foot. Depth measurements may be presented in a manner that implies greater precision in depth measurement, i.e. 6.71 meters. The reader should understand and interpret this information only within the stated half-foot tolerance on depth measurements.

#### RELATIVE DENSITY

#### COHESIVE STRENGTH

#### PLASTICITY

Penetration Resistance Blows per ft	Relative Density	Resistance Blows per ft	Consistency	Cohesion TSF	Plasticity Index	Degree of Plasticity
0 - 4	Very Loose	0 - 2	Very Soft	0 - 0.125	0 - 5	None
4 - 10	Loose	2 - 4	Soft	0.125 - 0.25	5 - 10	Low
10 - 30	Medium Dense	4 - 8	Firm	0.25 - 0.5	10 - 20	Moderate
30 - 50	Dense	8 - 15	Stiff	0.5 - 1.0	20 - 40	Plastic
> 50	Very Dense	15 - 30	Very Stiff	1.0 - 2.0	> 40	Highly Plastic
		> 30	Hard	> 2.0		

### ABBREVIATIONS

B = Benzene	Qam, Qas, Qal = Quaternary Alluvium	Kef = Eagle Ford Shale
T = Toluene	Qat = Low Terrace Deposits	Kbu = Buda Limestone
E = Ethylbenzene	Qbc = Beaumont Formation	Kdr = Del Rio Clay
X = Total Xylenes	Qt = Fluvialite Terrace Deposits	Kft = Fort Terrett Member
BTEX = Total BTEX	Qao = Seymour Formation	Kgt = Georgetown Formation
TPH = Total Petroleum Hydrocarbons	Qle = Leona Formation	Kep = Person Formation
ND = Not Detected	Q-Tu = Uvalde Gravel	Kek = Kainer Formation
NA = Not Analyzed	Ewi = Wilcox Formation	Kes = Escondido Formation
NR = Not Recorded/No Recovery	Emi = Midway Group	Kew = Walnut Formation
OVA = Organic Vapor Analyzer	Mc = Catahoula Formation	Kgr = Glen Rose Formation
ppm = Parts Per Million	EI = Laredo Formation	Kgru = Upper Glen Rose Formation
	Kknm = Navarro Group and Marlbrook Marl	Kgrl = Lower Glen Rose Formation
	Kpg = Pecan Gap Chalk	Kh = Hensell Sand
	Kau = Austin Chalk	

PROJECT NO. AMA13-010-00

R A B A K I S T N E R

## KEY TO TERMS AND SYMBOLS (CONT'D)

### TERMINOLOGY

#### SOIL STRUCTURE

Slickensided	Having planes of weakness that appear slick and glossy.
Fissured	Containing shrinkage or relief cracks, often filled with fine sand or silt; usually more or less vertical.
Pocket	Inclusion of material of different texture that is smaller than the diameter of the sample.
Parting	Inclusion less than 1/8 inch thick extending through the sample.
Seam	Inclusion 1/8 inch to 3 inches thick extending through the sample.
Layer	Inclusion greater than 3 inches thick extending through the sample.
Laminated	Soil sample composed of alternating partings or seams of different soil type.
Interlayered	Soil sample composed of alternating layers of different soil type.
Intermixed	Soil sample composed of pockets of different soil type and layered or laminated structure is not evident.
Calcareous	Having appreciable quantities of carbonate.
Carbonate	Having more than 50% carbonate content.

### SAMPLING METHODS

#### RELATIVELY UNDISTURBED SAMPLING

Cohesive soil samples are to be collected using three-inch thin-walled tubes in general accordance with the Standard Practice for Thin-Walled Tube Sampling of Soils (ASTM D1587) and granular soil samples are to be collected using two-inch split-barrel samplers in general accordance with the Standard Method for Penetration Test and Split-Barrel Sampling of Soils (ASTM D1586). Cohesive soil samples may be extruded on-site when appropriate handling and storage techniques maintain sample integrity and moisture content.

#### STANDARD PENETRATION TEST (SPT)

A 2-in.-OD, 1-3/8-in.-ID split spoon sampler is driven 1.5 ft into undisturbed soil with a 140-pound hammer free falling 30 in. After the sampler is seated 6 in. into undisturbed soil, the number of blows required to drive the sampler the last 12 in. is the Standard Penetration Resistance or "N" value, which is recorded as blows per foot as described below.

#### SPLIT-BARRELL SAMPLER DRIVING RECORD

Blows Per Foot	Description
25 .....	25 blows drove sampler 12 inches, after initial 6 inches of seating.
50/7" .....	50 blows drove sampler 7 inches, after initial 6 inches of seating.
Ref/3" .....	50 blows drove sampler 3 inches during initial 6-inch seating interval.

NOTE: To avoid damage to sampling tools, driving is limited to 50 blows during or after seating interval.

## RESULTS OF SOIL SAMPLE ANALYSES

PROJECT NAME: HCDD No. 1 - Colonia Drainage Improvements  
 Olivarez, Mesquite Acres, Tijerina, Puesta del Sol, & Sunrise Hill Subd.  
 Hidalgo County, Texas

FILE NAME: AMA13-010-00.GPJ

3/19/2013

Boring No.	Sample Depth (ft)	Blows per ft	Water Content (%)	Liquid Limit	Plastic Limit	Plasticity Index	USCS	Dry Unit Weight (pcf)	% -200 Sieve	Shear Strength (tsf)	Strength Test
B-1	0.5 to 2.0	19	20	68	28	40	CH				
	2.5 to 4.0	14	19						60		
	5.0 to 6.5	11	17	35	15	20	CL				
	7.5 to 9.0	5	22						53		
	10.0 to 11.5	10	22								
B-2	13.5 to 15.0	13	24								
	0.6 to 2.1	18	20						72		
	2.5 to 4.0	15	22	50	21	29	CH				
	5.0 to 6.5	16	16								
	7.5 to 9.0	10	18	33	16	17	CL				
B-3	10.0 to 11.5	7	24						56		
	13.5 to 15.0	9	23								
	0.3 to 1.8	9	13	26	16	10	CL				
	2.5 to 4.0	11	19						60		
	5.0 to 6.5	14	18	37	16	21	CL				
B-4	7.5 to 9.0	11	19						63		
	10.0 to 11.5	17	19								
	13.5 to 15.0	21	20								
	0.2 to 1.7	9	8						27		
	2.5 to 4.0	9	15	35	16	19	CL				
B-5	5.0 to 6.5	12	18						69		
	7.5 to 9.0	18	19	48	18	30	CL				
	10.0 to 11.5	9	19								
	13.5 to 15.0	14	19								
	1.3 to 2.8	28	14	33	15	18	CL				
B-6	2.8 to 4.3	7	19						56		
	5.0 to 6.5	5	21	41	18	23	CL				
	7.5 to 9.0	11	20						72		
	10.0 to 11.5	11	21								
	13.5 to 15.0	12	17								
B-7	0.8 to 2.3	18	12						36		
	2.5 to 4.0	4	15	42	16	26	CL				
	5.0 to 6.5	5	19						56		
	7.5 to 9.0	2	23	29	14	15	CL				
	10.0 to 11.5	26	21								
B-7	13.5 to 15.0	33	18								
	0.3 to 1.8	12	6								
B-7	2.5 to 4.0	6	23	39	18	21	CL				
	5.0 to 6.5	7	21						69		

PP = Pocket Penetrometer    TV = Torvane    UC = Unconfined Compression    FV = Field Vane    UU = Unconsolidated Undrained Triaxial

CU = Consolidated Undrained Triaxial    CNBD = Could Not Be Determined    NP = Non-Plastic    PROJECT NO. AMA13-010-00

**RABAKISTNER**

FIGURE 17a

## RESULTS OF SOIL SAMPLE ANALYSES

PROJECT NAME: HCDD No. 1 - Colonia Drainage Improvements  
Olivarez, Mesquite Acres, Tijerina, Puesta del Sol, & Sunrise Hill Subd.  
Hidalgo County, Texas

FILE NAME: AMA13-010-00.GPJ

3/19/2013

Boring No.	Sample Depth (ft)	Blows per ft	Water Content (%)	Liquid Limit	Plastic Limit	Plasticity Index	USCS	Dry Unit Weight (pcf)	% -200 Sieve	Shear Strength (tsf)	Strength Test
B-7	7.5 to 9.0	6	21	33	14	19	CL				
	10.0 to 11.5	6	19						50		
	13.5 to 15.0	5	23								
B-8	0.7 to 2.2	8	21	51	19	32	CH				
	2.5 to 4.0	9	22						68		
	5.0 to 6.5	13	19	47	17	30	CL				
	7.5 to 9.0	17	19						78		
	10.0 to 11.5	24	18								
	13.5 to 15.0	27	19								
B-9	0.8 to 2.3	6	15	29	15	14	CL				
	2.5 to 4.0	6	22						68		
	5.0 to 6.5	7	19	36	16	20	CL				
	7.5 to 9.0	16	18						78		
	10.0 to 11.5	20	19								
B-10	13.5 to 15.0	36	18								
	0.8 to 2.3	13	20								
	2.5 to 4.0	5	21	38	17	21	CL				
	5.0 to 6.5	9	20						75		
	7.5 to 9.0	21	18	50	17	33	CH				
B-11	10.0 to 11.5	25	17						86		
	13.5 to 15.0	37	19								
	0.6 to 2.1	6	18	39	18	21	CL				
	2.5 to 4.0	8	21						72		
	5.0 to 6.5	15	17	40	16	24	CL				
B-12	7.5 to 9.0	22	16						80		
	10.0 to 11.5	21	20								
	13.5 to 15.0	33	22								
	0.9 to 2.4	8	19								
	2.5 to 4.0	10	18	42	17	25	CL				
B-13	5.0 to 6.5	14	17						75		
	7.5 to 9.0	18	18	45	16	29	CL				
	10.0 to 11.5	22	17						84		
	13.5 to 15.0	32	19								
	1.3 to 2.8	13	21	48	22	26	CL				
B-13	2.8 to 4.3	8	21						78		
	5.0 to 6.5	10	20	38	17	21	CL				
	7.5 to 9.0	13	18						80		
	10.0 to 11.5	27	18								
	13.5 to 15.0	17	21								

PP = Pocket Penetrometer TV = Torvane UC = Unconfined Compression FV = Field Vane UU = Unconsolidated Undrained Triaxial

CU = Consolidated Undrained Triaxial CNBD = Could Not Be Determined NP = Non-Plastic PROJECT NO. AMA13-010-00

RABAKISTNER

FIGURE 17b

## RESULTS OF SOIL SAMPLE ANALYSES

PROJECT NAME: HCDD No. 1 - Colonia Drainage Improvements  
 Olivarez, Mesquite Acres, Tijerina, Puesta del Sol, & Sunrise Hill Subd.  
 Hidalgo County, Texas

FILE NAME: AMA13-010-00.GPJ

3/19/2013

Boring No.	Sample Depth (ft)	Blows per ft	Water Content (%)	Liquid Limit	Plastic Limit	Plasticity Index	USCS	Dry Unit Weight (pcf)	% -200 Sieve	Shear Strength (tsf)	Strength Test
B-14	0.8 to 2.3	7	19						57		
	2.5 to 4.0	6	21	37	17	20	CL				
	5.0 to 6.5	8	22						76		
	7.5 to 9.0	16	18	48	16	32	CL				
	10.0 to 11.5	21	20								
	13.5 to 15.0	18	18								

PP = Pocket Penetrometer    TV = Torvane    UC = Unconfined Compression    FV = Field Vane    UU = Unconsolidated Undrained Triaxial

CU = Consolidated Undrained Triaxial    CNBD = Could Not Be Determined    NP = Non-Plastic    PROJECT NO. AMA13-010-00

**R A B A K I S T N E R**

# Important Information about Your Geotechnical Engineering Report

*Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.*

*While you cannot eliminate all such risks, you can manage them. The following information is provided to help.*

## **Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects**

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply the report for any purpose or project except the one originally contemplated.*

## **Read the Full Report**

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

## **A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors**

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

## **Subsurface Conditions Can Change**

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

## **Most Geotechnical Findings Are Professional Opinions**

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

## **A Report's Recommendations Are *Not* Final**

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

### **A Geotechnical Engineering Report Is Subject to Misinterpretation**

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

### **Do Not Redraw the Engineer's Logs**

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

### **Give Contractors a Complete Report and Guidance**

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time to perform additional study.* Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

### **Read Responsibility Provisions Closely**

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that

have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### **Geoenvironmental Concerns Are Not Covered**

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

### **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

### **Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance**

Membership in ASFE/The Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.

## **ASFE THE GEOPROFESSIONAL BUSINESS ASSOCIATION**

8811 Colesville Road/Suite G106, Silver Spring, MD 20910

Telephone: 301/565-2733 Facsimile: 301/589-2017

e-mail: [info@asfe.org](mailto:info@asfe.org) [www.asfe.org](http://www.asfe.org)

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**EXHIBIT "B"**

**BID PAGE**

**Hidalgo County – Urban County Program  
Hidalgo County Precinct No.1  
Tijerina Estates  
BID No.: 6540-62-0309-5100-6200**

**SCOPE OF WORK DESCRIPTION:  
PROVIDE BIDS FOR "PAVING AND DRAINAGE IMPROVEMENTS"**

**BID PRICE:** \$ \_\_\_\_\_

**ALTERNATE PRICE:** \$ \_\_\_\_\_

**BIDDER/COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP CODE:** \_\_\_\_\_

**PHONE & FAX NO.'S:** \_\_\_\_\_

**CELLULAR & BEEPER NO.'S:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**BID FOR UNIT PRICE CONTRACTS**

Place \_\_\_\_\_  
Date \_\_\_\_\_  
Project No. 6540-62-0309-5100-6200

Proposal of \_\_\_\_\_ (hereinafter called "Bidder") a corporation/ a partnership, or an individual doing business as: \_\_\_\_\_.

TO the Urban County Program/Precinct No.1 (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of Tijerina Estates having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is part.

Bidder hereby agrees to commence work under this contract on or about date to be specified in written "Notice to Proceed" of the owner and to fully complete the project within 240 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages the sum of \$ 300 for each consecutive calendar day thereafter as herein after provided in Paragraph 19 of the General Conditions.

**BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUM:**

\_\_\_\_\_  
\_\_\_\_\_

\*Insert corporation, partnership or individual as applicable.

Bidder agrees to perform all the **Tijerina Estates** work described in the specifications and show on the plans, for the following unit prices:

**I. Tijerina Estates**

<u>Item No.</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price Each</u>	<u>Total</u>
1.	814	L.F.	15" R.C.P. CL III	_____	_____
				(\$ _____ )	(\$ _____ )
				Dollars & Cents	Dollars & Cents
2.	114	L.F.	18" R.C.P. CL III	_____	_____
				(\$ _____ )	(\$ _____ )
				Dollars & Cents	Dollars & Cents
3.	302	L.F.	24" R.C.P. CL III	_____	_____
				(\$ _____ )	(\$ _____ )
				Dollars & Cents	Dollars & Cents
4.	1,430	L.F.	42" R.C.P. CL III	_____	_____
				(\$ _____ )	(\$ _____ )
				Dollars & Cents	Dollars & Cents
5.	11	Ea.	Type "CC" Inlet	_____	_____
				(\$ _____ )	(\$ _____ )
				Dollars & Cents	Dollars & Cents
6.	2	Ea.	Gate Structure	_____	_____
				(\$ _____ )	(\$ _____ )
				Dollars & Cents	Dollars & Cents

7.	1,880	L.F.	Trench Protection	_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
8.	4,380	L.F.	Clean and Reshape Road Side Ditches	_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
9.	2	Ea.	Concrete Rip-Rap (Headwall)	_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
10.	6	MO.	Traffic Control	_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
11.	1	L.S	Erosion Control Install & Remove	_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
12.	1,300	L.F.	Clean & Grub Drain Ditch	_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
13.	1,164	S.Y.	Driveway (ACP) (PB-I)	_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
14.	21	S.Y.	Driveway (Concrete Pavement) (3000 PSI)	_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
15.	562	L.F.	Remove Existing Culvert Pipe	_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents

**Subtotal A: \$ \_\_\_\_\_**

**II. Paving Improvements**

1.	843	C.Y.	Excavation (Roadway)	_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
2.	5,563	S.Y.	Cell Fiber Seeding (Perm) (Urban) (Clay)	_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
3.	22.76	STA	6" RD Grader Work (Dens Cont.) (Subgrade)	_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
4.	7.081	S.Y.	8" FL BS (CMP IN PLC) (TY D)	_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
5.	7,081	S.Y.	Lime Treatment for Base Couses (8") (0.5%)	_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
6.	7,081	S.Y.	Biaxial Geogrid BX-1200	_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
7.	1,214	Gal.	Asph Matrl (MC-30)	_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents
8.	6,069	S.Y.	2" Asph Conc. TY D	_____	_____
				(\$ _____)	(\$ _____)
				Dollars & Cents	Dollars & Cents

9.	1	L.S.	Mobilization	_____	_____
				(\$ _____ )	(\$ _____ )
				Dollars & Cents	Dollars & Cents
10.	1	L.S.	PERMANENT PAVEMENT MARKINGS INCLUDING BUT NOT LIMITED TO THERMOPLASTIC 4" YELLOW SOLID AND CENTER LINES, 4" WHITE EDGE LINE, 24" WHITE STOP LINE, LEFT HAND TURN ARROWS WITH WORDING, TYPE I-C OR II-C AND TYPE IIAA RAISED PAVEMENT MARKERS, AND 24" YELLOW SOLID LINES, TRAFFIC DIRECTION ARROWS & METAL SIGNS	_____	_____
				(\$ _____ )	(\$ _____ )
				Dollars & Cents	Dollars & Cents

**Subtotal B: \$** \_\_\_\_\_

**Total of Bid \$** \_\_\_\_\_

(Amount are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not to be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of \_\_\_\_\_.

(\$ \_\_\_\_\_) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By \_\_\_\_\_  
(Title )

\_\_\_\_\_  
(Business Address and Zip Code)

(SEAL – if bid is by a corporation)

## **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 Dollar (\$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 at 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 damage 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 the Urban County Program Coordinator of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from the Urban County Program Coordinator of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

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

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

## **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Urban County Program Coordinator in order to qualify for award of bid and to execute a contract between your Company and the County.

Failure to provide Certificates of Insurance to the Urban County Program Coordinator will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and 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

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

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

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

### OFFICE USE ONLY

Date Received

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

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

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

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

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

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

Yes  No

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

Yes  No

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

Yes  No

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

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date





**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No

If yes, by whom?:  Texas Building & Procurement Commission  Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

---

**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_%  
(List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

HUB Subcontractor Name: \_\_\_\_\_ HUB Status: \_\_\_\_\_  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed: \_\_\_\_\_

---

**CONSTRUCTION  
CONTRACT**

This Agreement entered into this \_\_\_\_\_, 2013 by and between Hidalgo County acting by and through Hidalgo County Urban County Program, hereinafter called the "OWNER", acting herein through its County Judge and \_\_\_\_\_ (a corporation) (a partnership) (an individual) of \_\_\_\_\_, 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:

**PROJECT NAME:** Tijerina Estates  
**PROJECT No.:** 6540-60-0309-5100-6200  
**PROJECT DESCRIPTION:** Paving and Drainage Improvements

heinafter 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 & Associates, Inc. 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 **(240) Two hundred forty** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **(\$300.00) Three hundred dollars and zero cents** 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.



## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
: : : : : : : : :
or
Employer identification number
: : : : : : : : :

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

#### Sign Here

Signature of  
 U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
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. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

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.

Also see *Special rules for partnerships* on page 1.

## 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 income tax return. 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 income tax return 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).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**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 Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" 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.

The following payees are exempt from backup withholding:

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 payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 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 payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, 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-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.gov](http://www.ssa.gov). 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](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://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.** Entering "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 payees, see *Exempt Payee* 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

<sup>1</sup>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.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>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), but the IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the 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.) Also see *Special rules for partnerships* on page 1.

**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, the District of Columbia, and U.S. possessions 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.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

**Non-Collusion Affidavit  
Of Prime Bidder**

**State of Texas**            §  
   §  
**County of Hidalgo**    §

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He \_\_\_\_\_, 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 \_\_\_\_\_

**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: \_\_\_\_\_  
DUNS No.: \_\_\_\_\_  
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.

\*\*\*\*\*UCP STAFF ONLY\*\*\*\*\*

**VERIFICATION**

**DATE VERIFIED ON EPLS:** \_\_\_\_\_

\_\_\_\_\_ **VENDOR DID APPEAR**                      \_\_\_\_\_ **VENDOR DID NOT APPEAR**

**UCP COORDINATOR NAME:** \_\_\_\_\_

**UCP COORDINATOR SIGNATURE:** \_\_\_\_\_

## CONTRACTOR'S SECTION 3 PLAN

\_\_\_\_\_ agrees to implement the specific following affirmative (Name of Contractor) action steps directed at increasing the utilization of lower income residents and businesses within the City/Precinct of \_\_\_\_\_.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city, the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts (greater than \$10,000) which are typically let on a negotiated rather than on a bid basis in areas other than the Section 3 covered project areas are also let on a negotiated basis, whenever feasible, will let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To maintain records concerning the amount and number of contracts subcontracts, and purchases which contribute to Section 3 objectives.
- K. To maintain records of all projected workforce needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets Section 3 objectives.

As officers and representative of \_\_\_\_\_, We the undersigned have read  
(name of company)

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

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

\_\_\_\_\_  
Printed Name & Title

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

EXHIBIT A

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

Name of Business \_\_\_\_\_

Address of Business \_\_\_\_\_

Type of Business/Trade/Profession \_\_\_\_\_

- Type of Business:     Corporation                       Partnership  
                                  Sole Proprietorship                       Joint Venture

Attached is the following documentation as evidence of status:

**For Business claiming status as a Section 3 resident-owned business concern (51% of business owner(s)) are Section 3 Residents:**

- Self Certification                       Other

**For Business entity as applicable:**

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

**For Business claiming Section 3, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- List of all current full-time employees     List of employees claiming Section 3 status  
 PHA/IHA Residential lease less than 3 years from day of employment     Other evidence of Section 3 status less than 3 years from date of employment

**For Business claiming Section 3 status by subcontracting 25 percent of dollar awarded to qualified Section 3 business:**

- List of subcontracted Section 3 business(es) and subcontract amount

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement  
 Statement of ability to comply with public policy  
 List of owned equipment  
 List of all contracts for the past two years

\_\_\_\_\_  
Authorizing Name and Signature

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

Attested by: \_\_\_\_\_

Received by : \_\_\_\_\_

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

**EXHIBIT B**

**ASSURANCE OF COMPLIANCE (Section 3, HUD ACT of 1968)**

**TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS**

- A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
  
- B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing Section 3 business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.38 of the regulation in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.
  
- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR 135.38 (f).

APPLICANT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT C**

**CONTRACTOR/SUBCONTRACTOR CERTIFICATION REGARDING  
SECTION 3 AND SEGREGATED FACILITIES**

\_\_\_\_\_  
**COMPANY'S NAME**

\_\_\_\_\_  
**PROJECT NAME**

The undersigned hereby certifies that:

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

\_\_\_\_\_  
**NAME AND TITLE OF SIGNER (PRINT OR TYPE)**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**EXHIBIT D**

**CONTRACTOR'S SECTION 3 PLAN**

\_\_\_\_\_ agrees to implement the specific following affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of \_\_\_\_\_.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city/county/MSA, the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontractors adhere to the Section 3 provisions that are applicable to the Contractor.
- F. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- G. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- H. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- I. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to Section 3 objectives.
- J. To maintain records of all projected workforce needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets Section 3 objectives.

As officers and representatives of \_\_\_\_\_(Company),

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## EXHIBIT E

### Section 3 Clause

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

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

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

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

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

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

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

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

**EXHIBIT F**  
**POSTED NOTICE TO PROJECT RESIDENTS**

The project \_\_\_\_\_  
is being funded by the U.S. Department of Housing and Urban Development under the \_\_\_\_\_ -  
Community Development Block Grant Program. This notice complies with the RGVECs \_\_\_\_\_  
Section 3 Plan and is intended to inform the public, in particular project residents, of the economic  
opportunities (jobs) created through the use of the federal award.

Contractor/subcontractor intends to hire for the following positions:

Number of Jobs	Title	Description of Qualifications/Licensure /Certification

Section 3 preferences:

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

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

Name of Contractor \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Estimated construction start date is \_\_\_\_\_

**EXHIBIT G  
ESTIMATED WORKFORCE BREAKDOWN**

**NAME OF BUSINESS/CONTRACTOR/SUBCONTRACTOR \_\_\_\_\_**

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS/LOW INCOME PERSONS *
OFFICERS SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				

TRADE: Plumbing/Electrical/HVAC/Construction/Other: \_\_\_\_\_

JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				

TRADE: Plumbing/Electrical/HVAC/Construction/Other: \_\_\_\_\_

JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				

TRADE: Plumbing/Electrical/HVAC/Construction/Other: \_\_\_\_\_

JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				

TRADE: Plumbing/Electrical/HVAC/Construction/Other: \_\_\_\_\_

JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				

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

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

**EXHIBIT H**

**SECTION 3 MONTHLY COMPLIANCE FORM**

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

RGVEC: \_\_\_\_\_ Project Name: \_\_\_\_\_

RGVEC Address: \_\_\_\_\_ Project Location: \_\_\_\_\_

For the Month of \_\_\_\_\_

**I. Hiring**

Select one:

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

I have hired \_\_\_\_\_ Section 3 employees and/or \_\_\_\_\_ non-Section 3 employees during the month.

**I. Recruitment**

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

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

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

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

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

Contacted RGVECs employment referrals or Youthbuild Program referrals.

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

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

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

**II. Verification**

I have attached proof of all checked items.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Name



**EXHIBIT J**

**SECTION 3 EMPLOYEE DATA & CERTIFICATION**

The U.S. Department of Housing and Urban Development (HUD) requires that the County/City of \_\_\_\_\_ document the income of newly hired persons working on federally-funded construction projects. This form is intended to comply with HUD Community Development Block Grant requirements.

Applicant's Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

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

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

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

What is your race? (Circle one)

**WHITE**

**BLACK/AFRICAN AMERICAN**

**ASIAN**

**AMERICAN INDIAN/ALASKAN NATIVE**

**NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER**

**ASIAN & WHITE**

**BLACK & WHITE**

**AM. INDIAN/ALASKAN NATIVE & BLACK**

**OTHER MULTIRACIAL**

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

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

\_\_\_\_\_  
Signature Date \_\_\_\_\_ Employee's

EXHIBIT K

SECTION 3 EMPLOYEE DATA & CERTIFICATION

El Departamento de Vivienda y Desarrollo Urbano (HUD) requiere que la Ciudad de \_\_\_\_\_ obtenga documentos de ingresos de las personas nuevamente empleadas que trabajan en los proyectos que reciben beneficios de programas federales. Esta forma es requerida para cumplir con los requisitos de Subvención de Bloque de Desarrollo de Comunidad de HUD.

FAVOR DE ESCRIBIR A LETRA DE MOLDE

Seccion I

Nombre del Participante \_\_\_\_\_ Titulo de Trabajo \_\_\_\_\_

Direccion \_\_\_\_\_ Telefono \_\_\_\_\_

Seccion II

**¿Cuántos personas en su Familia ?** (Circule uno)

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

¿Cuál es su raza? (Circule uno)

**AMERICANO**

**NEGRO/ AMERICANO AFRICANO**

**ASIÁTICO**

**INDIO AMERICANO/NATURAL DE ALASKA**

**NATURAL DE HAWAII/ EL OTRO ISLEÑO PACÍFICO**

**ASIÁTICO & AMERICANO**

**AMERICANO AFRICANO & AMERICANO**

**INDIA AMERICANO/NATURAL DE ALASKA & AMERICANO AFRICANO**

**EL OTRO MULTI-RACIAL**

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

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

\_\_\_\_\_  
Firma del Empleado

\_\_\_\_\_  
Fecha

## SUB-CONTRACTOR'S SECTION 3 PLAN

\_\_\_\_\_ agrees to implement the specific following affirmative  
(Name of Contractor)

action steps directed at increasing the utilization of lower income residents and businesses within the  
City/Precinct of \_\_\_\_\_.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city, the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts (greater than \$10,000) which are typically let on a negotiated rather than on a bid basis in areas other than the Section 3 covered project areas are also let on a negotiated basis, whenever feasible, will let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To maintain records concerning the amount and number of contracts subcontracts, and purchases which contribute to Section 3 objectives.

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

As officers and representative of \_\_\_\_\_,  
(name of company)

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

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

\_\_\_\_\_  
Printed Name & Title

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

EXHIBIT A

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

Name of Business \_\_\_\_\_

Address of Business \_\_\_\_\_

Type of Business/Trade/Profession \_\_\_\_\_

- Type of Business:       Corporation                       Partnership  
                                  Sole Proprietorship               Joint Venture

Attached is the following documentation as evidence of status:

**For Business claiming status as a Section 3 resident-owned business concern (51% of business owner(s)) are Section 3 Residents:**

- Self Certification                       Other

**For Business entity as applicable:**

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

**For Business claiming Section 3, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- List of all current full-time employees                       List of employees claiming Section 3 status  
 PHA/IHA Residential lease less than 3 years from day of employment                       Other evidence of Section 3 status less than 3 years from date of employment

**For Business claiming Section 3 status by subcontracting 25 percent of dollar awarded to qualified Section 3 business:**

- List of subcontracted Section 3 business(es) and subcontract amount

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement  
 Statement of ability to comply with public policy  
 List of owned equipment  
 List of all contracts for the past two years

\_\_\_\_\_  
Authorizing Name and Signature

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

Attested by: \_\_\_\_\_

Received by : \_\_\_\_\_

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

**EXHIBIT B**

**ASSURANCE OF COMPLIANCE (Section 3, HUD ACT of 1968)**

**TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS**

- A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing Section 3 business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.38 of the regulation in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.
- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR 135.38 (f).

APPLICANT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT C**

**CONTRACTOR/SUBCONTRACTOR CERTIFICATION REGARDING  
SECTION 3 AND SEGREGATED FACILITIES**

\_\_\_\_\_  
**COMPANY'S NAME**

\_\_\_\_\_  
**PROJECT NAME**

The undersigned hereby certifies that:

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

\_\_\_\_\_  
**NAME AND TITLE OF SIGNER (PRINT OR TYPE)**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**EXHIBIT D**

**CONTRACTOR'S SECTION 3 PLAN**

\_\_\_\_\_ agrees to implement the specific following affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of \_\_\_\_\_.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city/county/MSA, the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontractors adhere to the Section 3 provisions that are applicable to the Contractor.
- F. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- G. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- H. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- I. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to Section 3 objectives.
- J. To maintain records of all projected workforce needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets Section 3 objectives.

As officers and representatives of \_\_\_\_\_(Company),

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## EXHIBIT E

### Section 3 Clause

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

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

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

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

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

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

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

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

**EXHIBIT F**  
**POSTED NOTICE TO PROJECT RESIDENTS**

The project \_\_\_\_\_  
is being funded by the U.S. Department of Housing and Urban Development under the \_\_\_\_\_ -  
Community Development Block Grant Program. This notice complies with the RGVECs \_\_\_\_\_  
Section 3 Plan and is intended to inform the public, in particular project residents, of the economic  
opportunities (jobs) created through the use of the federal award.

Contractor/subcontractor intends to hire for the following positions:

Number of Jobs	Title	Description of Qualifications/Licensure /Certification

Section 3 preferences:

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

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

Name of Contractor \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Estimated construction start date is \_\_\_\_\_

**EXHIBIT G  
ESTIMATED WORKFORCE BREAKDOWN**

NAME OF BUSINESS/CONTRACTOR/SUBCONTRACTOR \_\_\_\_\_

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS/LOW INCOME PERSONS *
OFFICERS SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				

TRADE: Plumbing/Electrical/HVAC/Construction/Other: \_\_\_\_\_

JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				

TRADE: Plumbing/Electrical/HVAC/Construction/Other: \_\_\_\_\_

JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				

TRADE: Plumbing/Electrical/HVAC/Construction/Other: \_\_\_\_\_

JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				

TRADE: Plumbing/Electrical/HVAC/Construction/Other: \_\_\_\_\_

JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				

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

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

**EXHIBIT H**

**SECTION 3 MONTHLY COMPLIANCE FORM**

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

RGVEC: \_\_\_\_\_ Project Name: \_\_\_\_\_

RGVEC Address: \_\_\_\_\_ Project Location: \_\_\_\_\_

For the Month of \_\_\_\_\_

**I. Hiring**

Select one:

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

I have hired \_\_\_\_\_ Section 3 employees and/or \_\_\_\_\_ non-Section 3 employees during the month.

**I. Recruitment**

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

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

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

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

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

Contacted RGVECs employment referrals or Youthbuild Program referrals.

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

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

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

**II. Verification**

I have attached proof of all checked items.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Name



**EXHIBIT J**

**SECTION 3 EMPLOYEE DATA & CERTIFICATION**

The U.S. Department of Housing and Urban Development (HUD) requires that the County/City of \_\_\_\_\_ document the income of newly hired persons working on federally-funded construction projects. This form is intended to comply with HUD Community Development Block Grant requirements.

Applicant's Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

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

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

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

What is your race? (Circle one)

**WHITE**

**BLACK/AFRICAN AMERICAN**

**ASIAN**

**AMERICAN INDIAN/ALASKAN NATIVE**

**NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER**

**ASIAN & WHITE**

**BLACK & WHITE**

**AM. INDIAN/ALASKAN NATIVE & BLACK**

**OTHER MULTIRACIAL**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date \_\_\_\_\_ Employee's

EXHIBIT K

SECTION 3 EMPLOYEE DATA & CERTIFICATION

El Departamento de Vivienda y Desarrollo Urbano (HUD) requiere que la Ciudad de \_\_\_\_\_ obtenga documentos de ingresos de las personas nuevamente empleadas que trabajan en los proyectos que reciben beneficios de programas federales. Esta forma es requerida para cumplir con los requisitos de Subvención de Bloque de Desarrollo de Comunidad de HUD.

FAVOR DE ESCRIBIR A LETRA DE MOLDE

Seccion I

Nombre del Participante \_\_\_\_\_ Titulo de Trabajo \_\_\_\_\_

Direccion \_\_\_\_\_ Telefono \_\_\_\_\_

Seccion II

¿**Cuantos personas en su Familia ?** (Circule uno)

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

¿Cuál es su raza? (Circule uno)

**AMERICANO**

**NEGRO/ AMERICANO AFRICANO**

**ASIÁTICO**

**INDIO AMERICANO/NATURAL DE ALASKA**

**NATURAL DE HAWAII/ EL OTRO ISLEÑO PACÍFICO**

**ASIÁTICO & AMERICANO**

**AMERICANO AFRICANO & AMERICANO**

**INDIA AMERICANO/NATURAL DE ALASKA & AMERICANO AFRICANO**

**EL OTRO MULTI-RACIAL**

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

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

\_\_\_\_\_  
Firma del Empleado

\_\_\_\_\_  
Fecha

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
**CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT  
OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BIDDER**

NAME AND ADDRESS OF BIDDER *(Includes ZIP Code)*

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clauses.

Yes       No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes       No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes       No       None Required

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

Yes       No

NAME AND TITLE OF SIGNER *(Please type):*

SIGNATURE

DATE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT <b>CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL                      EMPLOYMENT OPPORTUNITY INSTRUCTIONS</b>	
This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.	
Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.	
<b>SUBCONTRACTOR'S CERTIFICATION</b>	
NAME AND ADDRESS OF BIDDER <i>(Includes ZIP Code)</i>	
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clauses. <input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Compliance reports were required to be filed in connection with such contract or subcontract. <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> None Required	
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <input type="checkbox"/> Yes <input type="checkbox"/> No	
NAME AND TITLE OF SIGNER <i>(Please type)</i>	
SIGNATURE	DATE

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CONTRACTOR'S CERTIFICATION  
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO (Appropriate Recipient):	PROJECT NUMBER (If any) DATE
c/o	PROJECT NAME

1. The undersigned, having executed a contract with \_\_\_\_\_  
\_\_\_\_\_ for the construction of the above  
identified project, acknowledges that :
  - (a) The Labor Standards provisions are included in the aforesaid contract;
  - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;
  
2. He certifies that:
  - (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)).
  - (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if sub subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.
  
3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.
  
4. He certifies that:
  - (a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

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

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

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are *(if none, so state)*

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are *(if none, so state)*

NAME	ADDRESS	TRADE CLASSIFICATION

*(Contractor)*

By \_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Typed Name and Title)*

Title \_\_\_\_\_

Date \_\_\_\_\_

**WARNING**

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever,....makes, passes, utters or publishes any statement, knowing the same to be false..... shall be fined not more that \$ 5,000 or imprisoned not more than two years, or both."

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
**SUBCONTRACTOR'S CERTIFICATION**  
**CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

TO <i>(Appropriate Recipient)</i> :	PROJECT NUMBER <i>(If any)</i> DATE
c/o	PROJECT NAME

1. The undersigned, having executed a contract with \_\_\_\_\_  
(Contractor or Subcontractor)

for \_\_\_\_\_ in the amount of \$ \_\_\_\_\_  
(Nature of work)

in the construction of the above-identified project, certifies that:

- (a) The Labor Standards Provisions of the Contract for Construction are included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (10 U.S.C. 276a-2(a)).
- (c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage requirements, executed by the lower tier subcontractor, in duplicate.

(a) The workmen will report for duty on or about: \_\_\_\_\_  
(Date)

3. He certifies that:

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

\_\_\_\_\_

(b) The undersigned is:

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

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

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are *(if none, so state)*

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are *(if none, so state)*

NAME	ADDRESS	TRADE CLASSIFICATION

*(Subcontractor)*

By \_\_\_\_\_  
*(Signature)*

\_\_\_\_\_ *(Typed Name and Title)*

Title \_\_\_\_\_

Date \_\_\_\_\_

**WARNING**

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part: "Whoever,.....makes, passes, utters or publishes any statement, knowing the same to be false..... shall be fined not more that \$ 5,000 or imprisoned not more than two years, or both."

**HIDALGO URBAN COUNTY PROGRAM  
CERTIFICATE FROM CONTRACTOR/SUBCONTRACTOR APPOINTING  
OFFICER OR EMPLOYEE TO SUPERVISE PAYMENT OF EMPLOYEES**

Contractor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Location: \_\_\_\_\_

Contract No.: \_\_\_\_\_

(I) (We) do hereby certify that (I am) (we are) (the prime contractor) (a subcontractor) for \_\_\_\_\_ in connection with construction of the above-mentioned Project, and that (I) (We) have appointed, \_\_\_\_\_, whose signature appears below, to supervise the payment of (my) (our) employees beginning \_\_\_\_\_, 20\_\_\_\_\_; that he/she is in a position to have a full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the so-called Kick-Back Statute which he/she is to execute with (my) (our) full authority and approval until such time as (I) (We) submit to the Urban County Program a new certificate appointing some other person for the purposes herein above stated.

\_\_\_\_\_  
(Identifying Signature of Appointee)

Attest (if required): \_\_\_\_\_  
(Name of Firm and Corporation)

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

NOTE: This certificate must be executed by an authorized officer or a corporation, by a member of a partnership, or the sole owner and shall be executed prior to and be submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Anti kickback Statute.

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Name of Bidder: \_\_\_\_\_ Date Organized: \_\_\_\_\_

Address: \_\_\_\_\_ Date Incorporated \_\_\_\_\_

Number of Years in contracting business under present name \_\_\_\_\_:

**CONTRACTS ON HAND:**

Contract Date	Amount \$	Completion
_____	_____	_____
_____	_____	_____
_____	_____	_____

Type of work performed by your company: \_\_\_\_\_

Have you ever failed to complete any work awarded to you? \_\_\_\_\_

Have you ever defaulted on a contract? \_\_\_\_\_

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

Project	Amount \$	Mo/Yr Completed
_____	_____	_____
_____	_____	_____
_____	_____	_____

Major equipment available for **this** contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Credit available: \$ \_\_\_\_\_ Bank reference: \_\_\_\_\_

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the \_\_\_\_\_ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

By:(signature) \_\_\_\_\_ Title: \_\_\_\_\_

(print name) \_\_\_\_\_

SECTION 504 CERTIFICATION

**POLICY OF NONDISCRIMINATION ON THE BASIS  
OF DISABILITY**

The \_\_\_\_\_ does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Telephone Number ( ) \_\_\_\_\_ - \_\_\_\_\_ Voice

( ) \_\_\_\_\_ - \_\_\_\_\_ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988).



## 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 \_\_\_\_\_  
(hereafter 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 \_\_\_\_\_, 20\_\_\_, 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., 20\_\_.

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-Urban County Program:

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 \_\_\_\_\_, 20\_\_, 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.

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.,  
20\_\_.

ATTEST:

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
(Principal) Secretary  
(Seal)

\_\_\_\_\_  
Signature

PERFORMANCE BOND CONTINUED:

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Surety Secretary

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-in-Fact (Signature)

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
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.

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

GENERAL CONDITIONS

**1. Contract and Contract Documents**

The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.

The Plans, Specifications and Addenda, hereinafter enumerated in paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

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2. Definitions	37. Use of Premises and Removal of Debris
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## 2. Definitions

The following terms as used in this contract are respectively defined as follows:

- (a) "Contractor": A person, firm or corporation with whom the contract is made by the Owner.
- (b) "Subcontractor": A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- (c) "Work on (at) the project": Work to be performed at the location of the project,  
including the transportation of materials and supplies to or from the location of the project by employees of the Contractor and any Subcontractor.

## 3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work: each such schedule to be subject to change from time to time in accordance with the progress of the work.

## 4. Shop or Setting Drawings

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.

## **5. Materials, Services, and Facilities**

- (a) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- (b) Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.

## **6. Contractor's Title to Materials**

No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which any interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

## **7. Inspection and Testing of Materials**

- (a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The owner will pay for all laboratory inspection service direct, and not as a part of the contract.
- (b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to established conformance with specifications and suitability for uses intended.

## **8. "Or Equal" Clause**

Whenever a materials, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any materials, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the contractor without the Architect/Engineer's written approval.

## **9. Patents**

- (a) The Contractor shall hold and save the Owner and its officers, agents,

servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

- (b) License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
- (c) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agrees to be performed under this contract, and shall indemnify the Owner for any cost, expense or damage which it may be obligated to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

## **10. Surveys, Permits, and Regulations**

Unless otherwise expressly provided for in the Specifications, the Owner will furnish to the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of the work.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

## **11. Contractor's Obligations**

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this contract, within the time herein specified, in accordance with the provisions of this contract and said specifications and in accordance with the plans and drawings covered by this contract any and all supplemental plans and drawings, and in accordance with the directions of the Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such

construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Architect/Engineer and the Owner.

## **12. Weather Conditions**

In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his work, such materials shall be removed and replaced at the expense of the Contractor.

## **13. Protection of Work and Property --Emergency**

The Contractor shall at all times safely guard the owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

## **14. Inspection**

The authorized representatives and agents of the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

## **15. Reports, Records, and Data**

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.

## **16. Superintendence by Contractor**

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on Contractor's payroll.

## **17. Changes in Work**

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum,
- (c) The actual cost of:
  - 1. Labor, including foremen;
  - 2. Materials entering permanently into the work;
  - 3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
  - 4. Power and consumable supplies for the operation of power equipment;
  - 5. Insurance;
  - 6. Social Security and old age and unemployment contributions.

To the cost under (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.

## **18. Extras**

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.

## 19. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed."

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained for time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; Provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government;
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the

performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and  
(c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article;  
Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

## **20. Correction of Work**

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgement of the Architect/Engineer shall be equitable.

## **21. Subsurface Conditions Found Different**

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the Plans or indicated in the Specifications, he will at once make such changes in the plans and/or Specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in paragraph 17 of the General Conditions.

## **22. Claims for Extra Cost**

No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

## **23. Right of the Owner to Terminate Contract**

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

## **24. Construction Schedule and Periodic Estimates**

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

## **25. Payments to Contractor**

(a) Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this contract: Provided, that the Contractor shall submit his estimate not later than the first day of the month; Provided, further, that the Owner at any time after fifty percent (50%) of the work has been completed, if it finds that satisfactory

progress is being made, may make any of the remaining progress payments in full; Provided, further, that on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made in full, including retained percentages thereon, less authorized deductions.

- (b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- (c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of material and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.
- (d) Owners's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnisher of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall be provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

## **26 Acceptance of Final Payment Constitutes Release**

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the Performance and Payment bond.

## **27. Payments by Contractor**

The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are

rendered, (b) for all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

## 28. Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

- (a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of the contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- (b) Contractor's Public Liability and property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.
- (c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in the Supplemental General Conditions.
- (d) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the

performance of this contract as enumerated in the Supplemental General Conditions.

- (e) Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Owner, the Owner, or Contractor (at the Owner's option as indicated in the Supplemental General Conditions, Form HUD-4238-N) is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance; however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.
- (f) Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

## **29. Contract Security**

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

## **30. Additional or Substitute Bond**

If at any time the Owner for justifiable cause shall be or become dissatisfied with any surety or sureties, then upon the Performance or Payment Bonds, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such as acceptable bond to the Owner.

## **31. Assignments**

The Contractor shall not assign the whole or any part of this contract or any

moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations or services rendered or materials supplied for the performance of the work called for in this contract.

### **32. Mutual Responsibility of Contractors**

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration if such other Contractor or subcontractors will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

### **33. Separate Contract**

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

### **34. Subcontracting**

- (a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- (b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- (c) The Contractor shall be 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.
- (d) The Contractor shall cause appropriate provisions to be inserted in all

subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

- (e) Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

### **35. Architect/Engineer's Authority**

The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other Contractors performing work for the owner shall be adjusted and determined by the Architect/Engineer.

### **36. State Allowances**

The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the "Allowed materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the "Allowed Materials" is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the "Allowed materials" shall be included in the applicable section of the Contract Specifications covering this work.

### **37 Use of Premises and Removal of Debris**

The Contract expressly undertakes at his own expense:

- (a) to take every precaution against injuries to persons or damage to property;
- (b) to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- (c) to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- (d) to clean up frequently all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- (e) before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations;
- (f) to effect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

### **38. Quantities of Estimate**

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is specially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this contract, and such increase or diminution shall in no way vitiate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

### **39. Lands and Rights-of-Way**

Prior to the start of construction, the Owner shall obtain all lands and right-of-way necessary for the carrying out and completion of work to be performed under this contract.

### **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 remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The owner will give notice of observed defects with reasonable promptness.

**41. Conflicting Conditions**

Any Provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

**42. Notice and Service Thereof**

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to the said Contractor or his authorized representative on the work.

**43. Provisions Required by Law Deemed Inserted**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**44. Protection of Lives and Health**

"The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 17, 1971. Title 29 - LABOR, shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary."

**45. Subcontracts**

"The Contractor will insert in any subcontracts the Federal labor Standards Provisions contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made."

**46. Equal Employment Opportunity**

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, color, or national origin".
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Housing and Urban Development and the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by

law.

(7) The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department of Housing and Urban Development may, direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**47. Interest of Member of or Delegate to Congress**

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**48. Other Prohibited Interests**

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

**49. Use and Occupancy prior to Acceptance by Owner**

The Contractor agrees to use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

(a) Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other contract requirements.

- (b) Secures endorsement from the insurance-carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction, or,
- (c) When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of the surety must also be obtained.

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

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

#### **50. Photographs of the Project**

If required by the Owner, the Contractor shall furnish photographs of the project, in the quantities and as described in the Supplemental General Conditions.

#### **51. Suspension of Work**

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

#### **52. Minimum Wages**

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deductions of rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as

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

#### **53. Underpayment Of Wages Or Salaries**

In case of underpayment of wages by the Contractor or by any subcontractor to laborers or mechanics employed by the Contractor or subcontractor upon the work covered by this Contract, the Local Public Agency or Public body in addition to such other rights as may be afforded it under this Contract shall withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Local Public Agency or Public Body may consider necessary to pay each laborers or mechanics the full amount of wages required by this Contract. The amount so withheld may be disbursed by the Local Public Agency or Public Body, for and on account of the Contractor or his subcontractor (as may be appropriate), to the respective laborers or mechanics to whom the same is due or on their behalf to plan, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

#### **54. Anticipated Costs Of Fringe Benefits**

If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing fringe benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this Contract: Provided, however, The Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or programs. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Local Public Agency or Public Body with the first payroll

filed by the Contractor subsequent to receipts of the findings.

**55. Overtime Compensation Required by Contract Work Hours and Safety Standards Act (76 Stat. 357-360: Title 40 U.S.C., Section 327-332)**

- (a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 8 hours in any calendar day or in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 8 hours in a calendar day or in excess of 40 hours in such work week, as the case may be.
- (b) Violation: liability for unpaid wages liquidated damages. In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in paragraph (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excessive of 8 hours or in excessive of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (a).
- (c) Withholding for liquidated damages. The Local Public Agency or Public Body shall withhold or cause to be withheld, from any monies payable on account work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in paragraph (b).
- (d) Subcontracts. The Contractor shall insert in any subcontracts the clauses in paragraph (a), (b), and (c) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

**56. Employment of Apprentices/Trainees**

- (a) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship Agency recognized by the Bureau, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship

program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program. Any employee listed on payroll at an apprentice wage rate, who is not a trainee as defined in subdivision (b) of this subparagraph or is not registered or otherwise employed as stated above, shall be paid the wage rate determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish to the contracting officer or representative of the Wage-Hour Division of the Labor written evidence of the registration of his program and apprentices as well the appropriate ratios and wage rates (expressed in percentages of the journeyman hourly rates), for the area of construction prior to using any apprentices on the contract work. The wage rate paid apprentices shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.

- (b) Trainees. Except as provided in 29 CFR 5.15 trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidence by formal certification, by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training. The ratio of trainees to journeymen shall not be greater than permitted under the plan approved by the Bureau of Apprenticeship and Training. Every trainee must be paid at not less than the rate specified in the approved program for his level of progress. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Bureau of Apprenticeship and Training shall be paid not less than the wage determined by the Secretary of Labor for the classification of work he actually performed. The contractor or subcontractor will be required to furnish the contracting officer or a representative of the Wage-Hour Division of the U.S. Department of Labor written evidence of the certification of his program, the registration of the trainees, and the ratios and wage prescribed in that program. In the event the Bureau of Apprenticeship and Training withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (c) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Parts 30.

## **57. Employment of Certain Persons Prohibited**

No person under the age of sixteen years and no person who, at the time, is serving sentence in a penal or correctional institute shall be employed on the work covered by this Contract.

**58. Regulations Pursuant to So-Called "Anti-Kickback Act"**

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by references) or the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title U.S.C., Section 874; and Title 40 U.S.C., Section 276 (c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontracts subject thereto, and shall be responsible for the submission of affidavits required by subcontractors thereunder except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

**59. Employment of Laborers or Mechanics Not Listed in Aforesaid Wage Determination Decision**

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Local Public Agency or Public Body, and a report of the action taken shall be submitted by the Local Public Agency or Public Body, through the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Local Public Agency or Public Body shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for final determination.

**60. Fringe Benefits Not Expressed as Hourly Wage Rates**

The Local Public Agency or Public Body shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the Contractor is obligated to pay cash equivalent of such a fringe benefit, and hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Local Public Agency or Public Body, shall be referred, through the Secretary of Housing and Urban Development, to the Secretary of Labor for determination.

**61. Posting Wage Determination Decision and Authorized Wage Deductions**

The applicable wage poster of the Secretary of Labor, United States Department of Labor, and the applicable wage determination decisions of said Secretary of

Laborers with respect to the various classification of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of this Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications, shall be posted at appropriate conspicuous points at the site of the work.

**62. Complaints, Proceedings, or Testimony by Employees**

No laborer or mechanic to whom the wage, salary, or other labor standards provision of this Contract are applicable shall be discharged or in any other manner discriminated against by Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify, in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**63. Claims and Disputes Pertaining to Wage Rates**

Claims and disputes pertaining to wage rates or to classification of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Local Public Agency or Public Body for referral by letter through the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

**64. Questions Concerning Certain Federal Statutes and Regulations**

All questions arising under this Contract which relate to the application of interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours and Safety Standards Act (c) the aforesaid Davis-Bacon Act, (d) the regulations of issued by the Secretary of Labor, United States Department of Labor, pursuant to said Acts, or (e) the labor standards provisions of any other pertinent Federal statute, shall be referred, through the Local Public Agency or Public Body and the Secretary of housing and Urban Development, to the said Secretary's appropriated ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

**65. Payroll and Basic Payroll Records of Contractor and Subcontractors**

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Local Public Agency or Public Body. The Contractor shall submit weekly to the Local Public Agency or Public Body two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of 3 years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contribution or costs anticipated of the types described in Section 1(b) (2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b) (2) (B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by authorized representatives of the Secretary of Housing and Urban Development, the Local Public Agency or Public Body, and the United States Department of Labor. Such representatives shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

**66. Specific Coverage Of Certain Types Of Work By Employees**

The transportation of material and supplies to or from the site of the Project or Program to which this Contract pertains by the employees of the Contractor or of any subcontractor, and manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the Project or Programs to which this Contract pertains by person employed by the Contractor or any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor Standards Provisions are applicable.

**67. Ineligible Subcontractors**

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any

subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor or the Secretary of Housing and Urban Development, to receive an award of such subcontract.

**68. Provisions to Be Included in Certain Subcontracts**

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with these Federal Labor Standards Provisions and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.

**69. Breach Of Foregoing Federal Labor Standards Provisions**

In addition to the cause for termination of this Contractor as herein elsewhere set forth, the Local Public Agency or Public Body reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of these Federal Labor Standards Provisions. A breach of these Federal Standards Provisions may also be grounds for debarment as provided by the applicable regulation issued by the Secretary of Labor, United States Department of Labor.

**70. Employment Practices**

The Contractor (1) shall, to the greatest extent practicable, follow hiring and employment practices for work on the project which will provide new job opportunities for the unemployed and underemployed, and (2) shall insert or cause to be inserted the same provision in each construction subcontract.

**71. Contract Termination; Debarment**

A breach of Section 45 and the Federal Labor Standards Provisions, may be grounds for termination of the contract, and for debarment as provided in 29 CFR 5.6.

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
SUPPLEMENTAL GENERAL CONDITIONS**

HUD-4238

1. Enumeration of Plans, Specifications and Addenda
2. Stated Allowances
3. Special Hazards
4. Public Liability and Property Damage Insurance
5. Photographs of Project
6. Schedule of Minimum Hourly Wage Rates
7. Builder's Risk Insurance
8. Special Equal Opportunity Provisions
9. Certification of Compliance with Air and Water Acts
10. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

**1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA**

Following are the Plans, Specifications and Addenda which form a part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents":

**DRAWINGS**

General Construction:	Nos.
Heating and Ventilating:	"
Plumbing:	"
Electrical:	"
_____	"
_____	"

**SPECIFICATIONS:**

General Construction:	Page	_____	to	_____	, incl.
Heating and Ventilating:	"	_____	to	_____	, incl.
Plumbing:	"	_____	to	_____	, incl.
Electrical:	"	_____	to	_____	, incl.
_____	"	_____	to	_____	, incl.
_____	"	_____	to	_____	, incl.

**ADDENDA:**

No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____

**2. STATED ALLOWANCES**

Pursuant to paragraph 36 of the General Conditions, the contractor shall include the following cash allowances in his proposal:

(a) For _____	(Page _____ of Specifications	\$ _____
(b) For _____	(Page _____ of Specifications	\$ _____
(c) For _____	(Page _____ of Specifications	\$ _____
(d) For _____	(Page _____ of Specifications	\$ _____
(e) For _____	(Page _____ of Specifications	\$ _____
(f) For _____	(Page _____ of Specifications	\$ _____

**3. SPECIAL HAZARDS**

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards.

4. **CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE**

As required under paragraph 28 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$ 300,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$ 500,000.00 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$ 500,000.00.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

5. **PHOTOGRAPHS OF PROJECT**

As provided in paragraph 50 of the General conditions, the Contractor will furnish photographs in the number, type, and stage as enumerated below:

6. **SCHEDULE OF OCCUPATIONAL CLASSIFICATIONS AND MINIMUM HOURLY WAGE RATES AS REQUIRED UNDER PARAGRAPH 52 OF THE GENERAL CONDITIONS**

Given on Pages 1, 2, 3, and 4 of the Davis Bacon Wage Decision.

7. **BUILDER'S RISK INSURANCE**

As provided in the General Conditions, paragraph 28(e), the Contractor ~~will~~**will not** maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear. **\*Strike out one.**

8. **SPECIAL EQUAL OPPORTUNITY PROVISIONS**

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended  
(Applicable to Federally assisted construction contracts and related subcontracts under \$10,000)

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

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (2) The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) Contractors shall incorporate foregoing requirement in all subcontracts.

B. Contracts Subject to Executive Order 11246, as Amended

(Applicable to Farewell assisted construction contracts and related subcontracts exceeding \$10,000.00)

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers within which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulation and relevant order of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract, or which any of such rules, regulation, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase orders as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

8. Home town or Imposed Plans

In areas where a home town plan or imposed plan is operative, the Community Development Block Grant Recipient must contact the appropriate HUD Equal Opportunity Office for specific instructions.

9. CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontract exceeding \$100,000.00)

Compliance with Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USE 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USE 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following.

(1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USE 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USE 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every

nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

## 10. SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION

### A. Lead-Based Paint Hazards (Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractor shall comply with the provisions for the elimination of lead-base paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

### B. Use of Explosives (Modify as Required)

When the use of explosive is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other undergoing structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosive by the Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

### C. Danger Signals and Safety Devices (Modify as Required)

The contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under those specifications or contract.

### D. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

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

- (1) The contractor agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USE 170(u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder.

- (2) The "Section 3 clause" set forth in 24 CFR 135.20(b) shall form part of this contract, as set forth in Paragraph 1 of the General Conditions, "Contract and Contract Documents".
- (3) Contractors shall incorporate the "Section 3 clause" shown below and the foregoing requirements in all subcontracts.

### **Section 3 Clause as Set Forth in 24 CFR 135.20 (b)**

- A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this Contract will comply with the provisions of Section 3 and the regulations issued by HUD as set forth in 24CFR, Part 135, and all applicable rules and orders of HUD issues thereunder prior to the execution of the Agreement. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- C. The Contractor will send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of the commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment and training.
- D. The contractor will include this Section 3 clause in every subcontractor for work in connection with the project and will at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations under 24 CDR, Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the latter has been found in violation of regulations under 24 CFR, Part 135, and will not let any subcontract unless the subcontractor has first provided the contractor with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and order of the Department issues thereunder prior to the execution of the Agreement to Enter Into Housing Assistance Payments Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the Owner, the Owner's contractors, and subcontractors, successors, and assigns. Failure to fulfill these requirements shall subject the Owner, the Owner's contractors, successors, and assigns to those sanctions specified by the Agreement to Enter Into Housing Assistance Payments Contract, and to such sanctions as are specified in 24 CFR, Section 135.



Servicer.....\$ 12.34

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

TRUCK DRIVER

Lowboy-Float.....\$ 13.63

Single Axle.....\$ 10.82

Single or Tandem Axle Dump..\$ 14.53

Tandem Axle Tractor with

Semi Trailer.....\$ 12.12

WELDER.....\$ 14.02

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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)).

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

## Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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## 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

# Title 29 – LABOR

## Subtitle A – Office of The Secretary of Labor

### PART 3 - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

<u>Sect.</u>	<u>Name</u>
3.1	Purpose and scope.
3.2	Definitions.
3.3	Weekly statement with respect to payment of wages.
3.4	Submission of weekly statements and the preservation and inspection of weekly payroll records.
3.5	Payroll deductions permissible without application to or approval of the Secretary of Labor.
3.6	Payroll deductions permissible with the approval of the Secretary of Labor.
3.7	Applications for the approval of the Secretary of Labor.
3.8	Action by the Secretary of Labor upon applications.
3.9	Prohibited payroll deductions.
3.10	Methods of payment of wages.
3.11	Regulations part of contract.

**Authority:** R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14, of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 276c.

**Source:** 29 FR 97, Jan. 4, 1964, unless otherwise noted.

#### **29 CFR 3.1 - Purpose and scope.**

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

## 29 CFR 3.2 - Definitions.

As used in the regulations in this part:

(a) The terms building or work generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a building or work within the meaning of the regulations in this part.

(b) The terms construction, prosecution, completion, or repair mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms public building or public work include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term building or work financed in whole or in part by loans or grants from the United States includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is employed and receiving wages, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term any affiliated person includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term Federal agency means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

### **29 CFR 3.3 - Weekly statement with respect to payment of wages.**

(a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance", or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

### **29 CFR 3.4 - Submission of weekly statements and the preservation and inspection of weekly payroll records.**

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

### **29 CFR 3.5 - Payroll deductions permissible without application to or approval of the Secretary of Labor.**

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in

which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor

or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

- (1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or
- (2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

### **29 CFR 3.6 - Payroll deductions permissible with the approval of the Secretary of Labor.**

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

### **29 CFR 3.7 - Applications for the approval of the Secretary of Labor.**

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

### **29 CFR 3.8 - Action by the Secretary of Labor upon applications.**

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

### **29 CFR 3.9 - Prohibited payroll deductions.**

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

### **29 CFR 3.10 - Methods of payment of wages.**

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

### **29 CFR 3.11 - Regulations part of contract.**

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall

expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.



U.S. Department of Housing  
and Urban Development

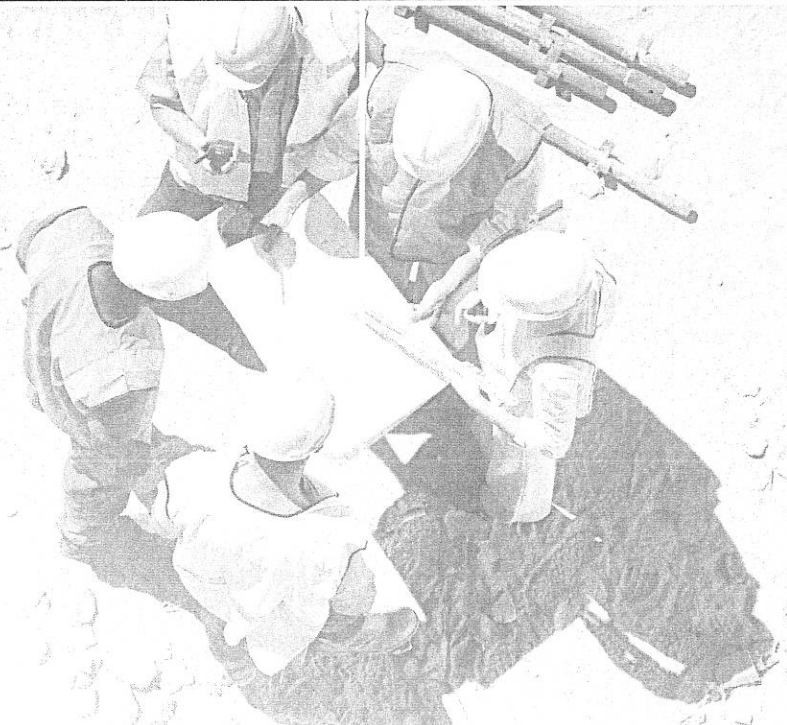
Labor Relations Desk Guide  
LR01.DG

# DAVIS-BACON

## LABOR STANDARDS

*A Contractor's Guide  
to Prevailing Wage Requirements  
for Federally-Assisted Construction Projects*

January 2012  
Previous versions obsolete



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## INTRODUCTION

This Guide has been prepared for you as a contractor performing work on construction projects that are assisted by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide does not address contractor requirements involved in direct Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to any Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

**Visit the Office of Labor Relations on-line:**

<http://www.hud.gov/offices/olr>

Obtain additional copies of this Guide and other publications at our website or by telephone from HUD's Customer Service Center at (800)767-7468.

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## CHAPTER 1 LAWS, REGULATIONS, CONTRACTS AND RESPONSIBILITIES

The following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

### 1-1 DAVIS-BACON AND OTHER LABOR LAWS.

- a. **The Davis-Bacon Act (DBA).** The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Most HUD construction work is not covered by the DBA itself since HUD seldom contracts directly for construction services. Most often, if Davis-Bacon wage rates apply to a HUD project it is because of a labor provision contained in one of HUD's "Related Acts" such as the U. S. Housing Act of 1937, the National Housing Act, the Housing and Community Development Act of 1974, the National Affordable Housing Act of 1990, and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts or DBRA.

- b. **The Contract Work Hours and Safety Standards Act (CWHSSA).** CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts *except* where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

CWHSSA does not apply to prime contracts of \$100,000 or less. In addition, some HUD projects are not covered by CWHSSA because some HUD programs only provide loan guarantees or insurance. CWHSSA also does not apply to construction or rehabilitation contracts that are not subject to Federal prevailing wage rates (e.g., Davis-Bacon wage rates, or HUD-determined rates for operation of public housing and Indian block grant-assisted housing). However, even though CWHSSA overtime pay is not required, Fair Labor Standards Act (FLSA) overtime pay is probably still applicable. (See also Labor Relations Letter SL-95-01, CWHSSA Coverage threshold for overtime and health and safety provision, available on-line at the HUD Labor Relations Library at: [www.hud.gov/offices/olr/library.cfm](http://www.hud.gov/offices/olr/library.cfm))

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- c. **The Copeland Act (Anti-Kickback Act).** The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to kickback (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.
  - d. **The Fair Labor Standards Act (FLSA).** The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

## **1-2 DAVIS-BACON REGULATIONS.**

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in ***Title 29 CFR Parts 1, 3, 5, 6 and 7.*** Part 1 explains how the DOL establishes and publishes DBA wage determinations (aka wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, Part 7 sets parameters for practice before the Administrative Review Board. These regulations are used as the basis for administering and enforcing the laws.

DOL Regulations are available on-line on the World Wide Web:  
[http://www.dol.gov/dol/allcfr/Title\\_29.htm](http://www.dol.gov/dol/allcfr/Title_29.htm)

## **1-3 CONSTRUCTION CONTRACT PROVISIONS**

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

- a. The labor standards clauses. The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects

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administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction or the HUD-5370-EZ (construction contracts ≤\$100,000) which are used for Public and Indian Housing projects.

HUD program labor standards forms are available on-line at:  
[www.hud.gov/offices/adm/hudclips/index.cfm](http://www.hud.gov/offices/adm/hudclips/index.cfm)

- b. Davis-Bacon Wage Decisions. The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is “locked-in” and no future modifications are applicable to the contract or project involved.

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:  
<http://www.wdol.gov>

#### **1-4 RESPONSIBILITY OF THE PRINCIPAL CONTRACTOR**

The principal contractor (also referred to as the *prime* or *general contractor*) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See Contract Administrator, below.)

To make this Guide easier to understand, the term “prime contractor” will mean the principal contractor; “subcontractor” will mean all subcontractors including lower-tier subcontractors; and the term “employer” will mean all contractors as a group, including the prime contractor and any subcontractors and lower-tier subcontractors.

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## 1-5 RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR.

The **contract administrator** is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see 2-1, **The Wage Decision**) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see 2-6, **Compliance Reviews**) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs), Indian tribes and tribally-designated housing entities (TDHEs), and States, cities and counties under HUD's Community Development Block Grant (CDBG) and HOME programs. In these cases, the contract administrator will likely be local agency staff. In either case, the guidance for you remains essentially the same.

The DOL also has a role in monitoring Davis-Bacon administration and enforcement. In addition, DOL has independent authority to conduct investigations. A DOL investigator or other DOL representative may visit Davis-Bacon construction sites to interview construction workers or review payroll information.

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## CHAPTER 2    HOW TO COMPLY WITH LABOR STANDARDS AND PAYROLL REPORTING REQUIREMENTS

**WHERE TO START?**    Now that you know you're on a Davis-Bacon project and you know some of the legal and practical implications, what's next?

### SECTION I - THE BASICS

#### 2-1    **THE WAGE DECISION.**

Davis-Bacon labor standards stipulate the wage payment requirements for Carpenters, Electricians, Plumbers, Roofers, Laborers, and other construction work classifications that may be needed for the project. The Davis-Bacon wage decision that applies to the project contains a schedule of work classifications and wage rates that must be followed. If you don't have it already (and by now you should), you'll want to get a copy of the applicable Davis-Bacon wage decision.

Remember, the wage decision is contained in the contract specifications along with the labor standards clauses. See 1-3, Construction Contract Provisions.

- a. **The work classifications and wage rates.** A Davis-Bacon wage decision is simply a listing of different work classifications and the minimum wage rates that must be paid to anyone performing work in those classifications. You'll want to make sure that the work classification(s) you need are contained in the wage decision and make certain you know exactly what wage rate(s) you will need to pay. Some wage decisions cover several counties and/or types of construction work (for example, residential and commercial work) and can be lengthy and difficult to read. Contact the contract administrator (HUD Labor Relations field staff or local agency staff) if you have any trouble reading the wage decision or finding the work classification(s) you need.

To make reading lengthy wage decisions easier for you, the contract administrator may prepare a Project Wage Rate Sheet (HUD-4720). This Sheet is a one-page transcript that will show only the classifications and wage rates for a particular project. A blank copy of a Project Wage Rate Sheet is provided for you in the appendix. Also, a fillable version of this form is available on-line at HUDClips (see web address in the Appendix). Contact the contract administrator monitoring your project for assistance with a Project Wage Rate Sheet.

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- b. **Posting the wage decision.** If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the DOL Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The Employee Rights under the Davis-Bacon Act poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

The Employee Rights under the Davis-Bacon Act poster (WH-1321) replaces the Notice to all Employees. The new poster is available in English and Spanish on-line at HUDClips (see address in the Appendix).

## 2-2 **ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES.**

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an additional classification and wage rate. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

- a. **Additional classification rules.** Additional classifications and wage rates can be approved if:
1. The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).
  2. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
  3. The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.)  
And,
  4. The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

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- b. **Making the request.** A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.
- c. **HUD review.** The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

- d. **DOL decision.** The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

It's always a good idea to talk to the contract administrator before submitting an additional classification and wage rate request. The contract administrator can offer suggestions and advice that may save you time and increase the likelihood that DOL will approve your request. Usually, the contract administrator can give you an idea about what the DOL will finally decide.

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## 2-3 CERTIFIED PAYROLL REPORTS.

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

- a. **Payroll formats.** The easiest form to use is DOL's WH-347, Payroll. A sample copy of the WH-347 is included in the back of this Guide. You may access a fillable version of the WH-347 on-line at HUDClips (see web address in the Appendix). Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

You are not required to use Payroll form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

- b. **Payroll certifications.** The weekly payrolls are called certified because each payroll is signed and contains language certifying that the information is true and correct. The payroll certification language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or any other format which contains the same certification language on the WH-347 (reverse).

DOL's website has Payroll Instructions and the Payroll form WH-347 in a "fillable" PDF format at this address:  
[www.dol.gov/whd/forms/wh347.pdf](http://www.dol.gov/whd/forms/wh347.pdf)

- c. **"No work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See tip box, for "no work" payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you number payrolls consecutively or if you send a note, you do not need to send "no work" payrolls.

If you number your payroll reports consecutively, you do not need to submit "no work" payrolls!

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- d. **Payroll review and submission.** The prime contractor should review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

- e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.
- f. **Payroll inspection.** In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

## 2-4 **DAVIS-BACON DEFINITIONS.**

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

- a. **Laborer or mechanic.** "Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, and trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.
1. **Working foremen.** Foremen or supervisors that regularly spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.
  2. **Exclusions.** People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

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- b. **Employee.** Every person who performs the work of a laborer or mechanic is “employed” regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

For more information about working subcontractors, ask the contract administrator or your HUD Labor Relations Field Staff for a copy of Labor Relations Letter LR-96-01, Labor standards compliance requirements for self-employed laborers and mechanics. Labor Relations Letters and other helpful Labor Relations publications are available at HUD’s Labor Relations web site (see the list of web site addresses in the Appendix).

- c. **Apprentices and trainees.** The only workers who can be paid less than the wage rate on the wage decision for their work classification are “apprentices” and “trainees” registered in approved apprenticeship or training programs. Approved programs are those which have been registered with the DOL or a DOL-recognized State Apprenticeship Council (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages tied to the amount of time spent in the program. For example, 0-6 months: 65%; 6 months - 1 year: 70%; etc. The percentage is applied to the journeyman’s wage rate. On Davis-Bacon projects, the percentage must be applied to the journeyman’s wage rate on the applicable wage decision for that craft.

1. **Probationary apprentice.** A “probationary apprentice” can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.
2. **Pre-apprentice.** A “pre-apprentice”, that is, someone who is not registered in a program and who hasn’t been DOL- or SAC-certified for probationary apprenticeship is not considered to be an “apprentice” and must be paid the full journeyman’s rate on the wage decision for the classification of work they perform.
3. **Ratio of apprentices and trainees to journeymen.** The maximum number of apprentices or trainees that you can use on the job site cannot exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

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- d. **Prevailing wages or wage rates.** Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate unless you provide bona fide fringe benefits for your employees.
1. **Piece-work.** Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for any piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.
- e. **Fringe benefits** Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits do not include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

Note that the total hourly wage rate paid to any laborer or mechanic (basic wage or basic wage plus fringe benefits) may be no less than the total wage rate (basic wage or basic wage plus fringe benefits) on the wage decision for their craft. If the value of the fringe benefit(s) you provide is less than the fringe benefit rate on the wage decision, you will need to add the balance of the wage decision fringe benefit rate to the basic rate paid to the employee. For example, if the wage decision requires \$10/hour basic rate plus \$5/hour fringe benefits, you must pay no less than that total (\$15/hour) in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways: you could pay the base wage and fringe benefits as stated in the wage decision, or you could pay \$15 in base wage with no fringe benefits, or you could pay \$12 basic plus \$3 fringe benefits. You can also off-set the amount of the base wage if you pay more in fringe benefits such as by paying or \$9 basic plus \$6 fringe benefits; as long as you meet the total amount. The amount of the base wage that you may off-set with fringe benefits is limited by certain IRS and FLSA requirements.

- f. **Overtime.** Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

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- g. **Deductions.** You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to “kick-back” (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgments and other financial obligations legally imposed against the employee.

Referring, again, to our example above where the wage decision requiring a \$15 total wage obligation (\$10 basic wage plus \$5 fringe benefits) was met by paying \$9 base wage plus \$6 fringe benefits: Note that overtime rates must be based on one and one-half times the basic rate as stated on the wage decision. In the above example, the employer must pay for overtime: \$15/hr (\$9 basic + \$6 fringe) plus \$5 (one-half of \$10, the wage decision basic rate) for a total of \$20 per hour.

- h. **Proper designation of trade.** You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren’t considered by you to be fully trained as a Carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.
1. **Split-classification.** If you have employees that perform work in more than one trade during a work week, you can pay the wage rates specified for each classification in which work was performed only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.
- i. **Site of work.** The “site of work” is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. “Site of work” can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

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## SECTION II - REPORTING REQUIREMENTS

### 2-5 COMPLETING A PAYROLL REPORT.

What information has to be reported on the payroll form? The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's name; his or her work classification (who is working for you and what do they do?), the hours worked during the week, his or her rate of pay, the gross amount earned (how much did they earn?), the amounts of any deductions for taxes, etc., and the net amount paid (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

For many contractors, the Weekly Certified Payroll is the only Davis-Bacon paperwork you need to submit!

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

- a. **Project and contractor/subcontractor information.** Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.
- b. **Employee information.** Effective January 18, 2009, payrolls shall not report employee addresses or full Social Security Numbers (SSNs). Instead, the first payroll on which each employee appears shall include the employee's name and an individually identifying number, usually the last 4 digits of the employee's SSN. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees, e.g., if two employees have the same name.

Employers (prime contractors and subcontractors) must maintain the current address and full SSN for each employee and must provide this information upon request to the contracting agency or other authorized representative responsible for federal labor standards compliance monitoring. Prime contractors may require a subcontractor(s) to provide this information for the prime contractor's records. DOL has modified form WH-347, Payroll, to accommodate these reporting requirements.

- c. **Work classification.** Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

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1. **Apprentices or trainees.** The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.
  2. **Split classifications.** For an employee that worked in a split classification, make a separate entry for each classification of work performed distributing the hours of work to each classification, accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.
- d. **Hours worked.** The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.
- e. **Rate of pay.** Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you do not participate in approved fringe benefit programs, add the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.
1. **Piece-work.** For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piece-work earnings by the total number of hours worked, including consideration for any overtime hours.

The effective hourly rate must be reflected on the certified payroll and this hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember, the overtime rate is computed at one and one-half times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the overtime rate would be:  $(\$10 \times 1 \frac{1}{2}) + \$5 = \$20/\text{hour}$ .

- f. **Gross wages earned.** Show the gross amount of wages earned for work performed on this project. Note: For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

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- g. **Deductions.** Show the amounts of any deductions from the gross earnings. “Other” deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

Only one employee authorization is needed for recurring (e.g., weekly) other deductions. Written employee authorization is not required for income tax and Social Security deductions.

- h. **Net pay.** Show the net amount of wages paid.
- i. **Statement of compliance.** The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347). Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

Only one Statement of Compliance is required for each employer’s weekly payroll no matter how many pages are needed to report the employee data.

- j. **Signature.** Make sure the payroll is signed with an original signature in ink. The payroll must be signed by a principal of the firm (owner or officer such as the president, treasurer or payroll administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent. Signatures in pencil; signature stamps; xerox, pdf and other facsimiles are not acceptable.

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## SECTION III - PAYROLL REVIEWS AND CORRECTIONS

### 2-6 COMPLIANCE REVIEWS.

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see 1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

- a. **On-site interviews.** Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator.
- b. **Project payroll reviews.** The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days and hours worked on the job site, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

### 2-7 TYPICAL PAYROLL ERRORS AND REQUIRED CORRECTIONS.

The following paragraphs describe common payroll errors and the corrective steps you must take.

- a. **Inadequate payroll information.** If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.
- b. **Missing identification numbers.** If the first payroll on which an employee appears does not contain the employee's individually identifying number, the employer will be asked to supply the missing information. This information can be reported on the next payroll submitted by the employer if the employer is still working on the project. Otherwise, the employer will be asked to submit a correction certified payroll.

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- c. **Incomplete payrolls.** If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a correction certified payroll.
- d. **Classifications.** If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate (see 2-2). If reclassification results in underpayment (i.e., the wage rate reported on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all affected reclassified employees. (see 2-8 for instructions about wage restitution.)
- e. **Wage rates.** If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all affected employees.
- f. **Apprentices and trainees.** If a copy of the employee's registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.
- g. **Overtime.** If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:
1. If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project. The employer may also be liable to the United States for liquidated damages computed at \$10 per day per violation. Or,
  2. If the project is not subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the contract administrator may refer the matter to the DOL for further review.
- h. **Computations.** If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.
- i. **Deductions.** If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

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HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

- j. **Fringe benefits.** If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the Statement of Compliance], the employer may be asked to submit correction certified payrolls and will be required to pay wage restitution if underpayments occurred. However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.
- k. **Signature.** If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll affected. If the Statement of Compliance is signed by a person who is not a principle of the firm and that person has not been authorized by principle to sign, the employer will be asked to provide an authorization or to resubmit the Statement(s) of Compliance bearing the signature of a principle or other authorized signatory.
- l. **On-site interview comparisons.** If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a correction certified payroll report.
- m. **Correction certified payroll.** Any and all changes to data on a submitted payroll report must be reported on a certified correction payroll. In no case will a payroll report be returned to the prime contractor or employer for revision.

## 2-8 **RESTITUTION FOR UNDERPAYMENT OF WAGES.**

Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the affected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions. All wages paid to laborers and mechanics for work performed on the project, including wage restitution, must be reported on a certified payroll report.

- a. **Notification** to the Employer/Prime contractor. The contract administrator will notify the employer and/or prime contractor in writing of any underpayments that are found during payroll or other reviews. The contract administrator will describe the underpayments and provide instructions for computing and documenting the restitution to be paid. The employer/prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

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The contract administrator may communicate directly with a subcontractor when the underpayments are plainly evident and the subcontractor is cooperative. It is best to work through the prime contractor when the issues are complex, when there are significant underpayments and/or the subcontractor is not cooperative. In all cases, the subcontractor must ensure that the prime contractor receives a copy of the required corrective documentation.

- b. **Computing wage restitution.** Wage restitution is simply the difference between the wage rate paid to each affected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the adjustment rate. The adjustment rate times the number of hours involved equals the gross amount of restitution due. You may also compute wage restitution by calculating the total amount of Davis-Bacon wages earned and subtracting the total amount of wages paid. The difference is the amount of back wages due.
- c. **Correction certified payrolls.** The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification; the total number of work hours involved (daily hours are usually not applicable for wage restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount actually paid. A properly signed Statement of Compliance must accompany the correction payroll.

HUD no longer requires the signature of the employee on the correction payroll to evidence employee receipt of restitution payment. In addition, except in the most extraordinary cases, HUD no longer requires employers to submit copies of restitution checks (certified, cashiers, canceled or other), or employee-signed receipts or waivers.

- d. **Review of correction CPR.** The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a correction certified payroll within 30 days.
- e. **Unfound workers.** Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. After wage restitution has been paid to all of the workers who could be located, the employer must submit a list of any workers who could not be found and paid (i.e., unfound workers) providing their names, Social Security Numbers, last known addresses and the gross amount due. In such cases, at the end of the project the prime contractor will be required

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to place in a deposit or escrow account an amount equal to the total gross amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

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## CHAPTER 3      LABOR STANDARDS DISPUTES, ADMINISTRATIVE REVIEWS, WITHHOLDING, DEPOSITS AND ESCROW ACCOUNTS, AND SANCTIONS

### WHAT HAPPENS WHEN THINGS GO WRONG?

#### 3-1      INTRODUCTION.

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, “things going wrong” usually means there’s a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

#### 3-2      ADMINISTRATIVE REVIEW ON LABOR STANDARDS DISPUTES.

As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

- a. Additional classifications and wage rates. Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.
  1. Reconsideration. The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See 2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

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2. **Administrative Review Board.** Any interested party may request a review of the Administrator's decision on reconsideration by the DOL's Administrative Review Board. DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)

- b. **Findings of underpayment.** Compliance reviews and other follow-up enforcement actions may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of back wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

1. **DOL review.** The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review. If DOL concludes that violations have occurred, you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)
2. **Administrative Review Board.** Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

### **3-3 WITHHOLDING.**

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or other violations are not corrected within 30 days after written notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

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### 3-4 DEPOSITS AND ESCROWS.

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and final payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or escrow account is controlled by the contract administrator. When a final decision is rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See 1-4, Responsibility of the Principal Contractor, and 2-8, Restitution for Underpayment of Wages.

- a. **Where the parties have agreed to amounts of wage restitution that are due** but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total gross amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who cannot be located are held in the deposit/escrow account for three years and disposed as described in 2-8(f) of this Guide.
- b. **Where underpayments are suspected or alleged and an investigation has not yet been completed.** The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor.

If the parties agree to the investigative findings, the amounts due to the workers will be paid by the employer. As these workers are paid and proper documentation is provided to the contract administrator, the gross amounts corresponding to the documented payments are returned to the depositor.

1. If the employer is unable to make the payments to the workers, e.g., lacks the funds necessary, the contract administrator may make disbursements directly to the workers in the net amounts calculated by the employer. The amounts withheld from the workers for tax deduction will be returned to the employer as payments to workers are made. The employer shall be responsible for reporting and transmitting withholdings to the appropriate agencies.

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2. If the employer is not cooperating in the resolution, the contract administrator shall make disbursements to the workers in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See 2-8(f) and 3-4(a)).

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained as explained in 3-4(c), below.

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

- c. **Where the parties are waiting for the outcome of an administrative hearing** that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

### **3-5 ADMINISTRATIVE SANCTIONS.**

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

- a. **DOL debarment.** Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.
- b. **HUD sanctions.** HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.
  1. **Limited Denial of Participation.** HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.

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2. **Debarment and suspensions.** In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

### 3-6 **FALSIFICATION OF CERTIFIED PAYROLL REPORTS.**

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance), including correction certified payroll reports, may be subject to civil or criminal prosecution. Penalties may be imposed of \$1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

Remember, if you have any questions or need assistance concerning labor standards requirements help is always available. Contact the contract administrator for the project you're working on or the HUD Field Labor Relations staff in your area.

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## ACRONYMS AND SYMBOLS

CDBG -	Community Development Block Grant
CFR -	Code of Federal Regulations
CPR -	Certified Payroll Report
CWHSSA -	Contract Work Hours and Safety Standards Act
DBA -	Davis-Bacon Act
DBRA -	Davis-Bacon and Related Acts
DOL -	Department of Labor
FHA -	Federal Housing Administration
FLSA -	Fair Labor Standards Act
HUD -	Housing and Urban Development (Department of)
IHA -	Indian Housing Authority
LCA -	Local Contracting Agency
LDP -	Limited Denial of Participation
O/T -	Overtime
PHA -	Public Housing Agency
S/T -	Straight-time
SAC -	State Apprenticeship Council/Agency
TDHE -	Tribally-Designated Housing Entity
§ -	Section
¶ -	Paragraph

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## DAVIS-BACON - RELATED WEB SITES\*

HUD Office of Labor Relations:  
[www.hud.gov/offices/olr](http://www.hud.gov/offices/olr)

HUD Regulations:  
<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

HUDClips (HUD Forms and Publications):  
[www.hud.gov/offices/adm/hudclips/index.cfm](http://www.hud.gov/offices/adm/hudclips/index.cfm)

DOL Davis-Bacon and Related Acts Homepage:  
<http://www.dol.gov/whd/contracts/dbra.htm>

DOL Regulations:  
<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

Davis-Bacon Wage Decisions:  
[www.wdol.gov](http://www.wdol.gov)

DOL Forms:  
[www.dol.gov/whd/programs/dbra/forms.htm](http://www.dol.gov/whd/programs/dbra/forms.htm)

**\*Web addresses active as of January 2012**

<b>Project Wage Rate Sheet</b>			U.S. Department of Housing and Urban Development Office of Labor Relations			
Project Name:			Wage Decision Number/Modification Number:			
Project Number:			Project County:			
Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Laborers Fringe Benefits		\$
				Group #	BHR	
Bricklayers			\$			Total Wage
Carpenters			\$			\$
Cement Masons			\$			\$
Drywall Hangers			\$			\$
Electricians			\$			\$
Iron Workers			\$			\$
Painters			\$	Operators Fringe Benefits:		\$
Plumbers			\$	Group #	BHR	Total Wage
Roofers			\$			\$
Sheet Metal Workers			\$			\$
Soft Floor Workers			\$			\$
Tapers			\$			\$
Tile Setters			\$	Truck Drivers Fringe Benefits:		\$
Other Classifications				Group #	BHR	Total Wage
			\$			
			\$			
			\$			
Additional Classifications (HUD Form 4230-A)						
Work Classification	Basic Hourly Rate (BHR)	Fringe Benefits	Total Hourly Wage Rate	Date of HUD Submission to DOL		Date of DOL Approval
			\$			
			\$			
			\$			



Date \_\_\_\_\_  
 I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)  
 do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ on the \_\_\_\_\_ (Building or Work) \_\_\_\_\_ that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_ all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 949, 63 Stat. 108, 72 Stat. 567, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:  
 (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS  
 - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

U.S. Department of Housing and Urban Development  
Office of Departmental Operations and Coordination  
Washington, DC 20410

Email: [www.OfficeofLaborRelations@hud.gov](mailto:www.OfficeofLaborRelations@hud.gov)

**Labor Relations Desk Guide**  
**LR01.DG**



# MONTHLY EMPLOYMENT UTILIZATION REPORT

TO: \_\_\_\_\_  
 Name of City/County

FROM: \_\_\_\_\_  
 Name of Construction Contractor

NAME OF PROJECT: \_\_\_\_\_

\_\_\_\_\_ Address of Contractor

PROJECT NUMBER: \_\_\_\_\_

\_\_\_\_\_ Phone No. of Contractor

REPORTING PERIOD:  
 \_\_\_\_\_

## PERCENTAGE OF PROJECT COMPLETION: \_\_\_\_\_

CLASSIFICATION	WORK HOURS OF EMPLOYMENT									
	TOTAL	BLACK	HISPANIC	ASIAN/ PACIFIC	FEMALE	HANDICAPPED	VIETNAM VETERAN	LOW INCOME SEC. 3 RESIDENT	TEMP	FULL- TIME
<b>CRAFTWORKER</b> Permanent										
<b>CRAFTWORKER</b> New Employee										
<b>LABORER</b> Permanent										
<b>LABORER</b> New Employee										
<b>APPRENTICE</b> Permanent										
<b>APPRENTICE</b> New Employee										
<b>TOTALS</b>										

Number of Minority Employees on Project \_\_\_\_\_  
 Number of Female Employees on Project \_\_\_\_\_  
 Number of Low Income/Section 3 Residents on Project \_\_\_\_\_  
 Number of Handicapped Employees on Project \_\_\_\_\_  
 Number of Vietnam Veterans on Project \_\_\_\_\_

\_\_\_\_\_  
 Signature and Title of Company Official Completing Report Date Signed

# PAYROLL DEDUCTION AUTHORIZATION

This is authorization to \_\_\_\_\_ to deduct from my paycheck

\$\_\_\_\_\_. This for item number:

### Repayment of:

- |                    |                          |
|--------------------|--------------------------|
| 1. Loan            | 7. Credit Union          |
| 2. Retirement      | 8. Profit Sharing        |
| 3. Advance on Wage | 9. Donations to Agencies |
| 4. Savings         | 10. Insurance Premiums   |
| 5. Savings Bonds   | 11. Union Dues           |
| 6. Uniforms        | 12. Other                |

\*This deduction is to be made:

Check Appropriate Box	
<input type="checkbox"/>	One time only
<input type="checkbox"/>	Weekly
<input type="checkbox"/>	Bi-Weekly
<input type="checkbox"/>	For _____ weeks
<input type="checkbox"/>	

Employee's Signature & Date: \_\_\_\_\_

Printed or Typed Name: \_\_\_\_\_

Project Name and No.: \_\_\_\_\_





## Applicability

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

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

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part

of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section l(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

**(2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll

period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

**(d)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

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

#### **4. Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the

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

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subpara-

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graph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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

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

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

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

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

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



# HURRICANE RECOVERY PROJECT

This project is funded by the General Land Office of the State of Texas to provide for disaster recovery and restoration of infrastructure for communities impacted by the 2008 hurricanes.



Funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program.

[WWW.GLO.TEXAS.GOV](http://WWW.GLO.TEXAS.GOV)

CONSTRUCTION IDENTIFICATION  
SIGN:

SIZE, 4' - 0" X 8' -0"

Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be 3/4" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association or Equal)

Payment for Furnishing, Erecting, Maintaining and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected As Indicated on Title Sheet.



# HIDALGO COUNTY PRECINCT No.1

IN PARTNERSHIP WITH

## COUNTY OF HIDALGO URBAN COUNTY PROGRAM

HIDALGO COUNTY PRECINCT No.1  
TIJERINA ESTATES  
BID No. 6540-62-0309-5100-6200

PRECINCT No.1 COUNTY OFFICIAL

A.C. CUELLAR JR ..... COUNTY COMMISSIONER

CONTRACTOR

ENGINEER

QUINTANILLA, HEADLEY & ASSOCIATES, INC.  
124 E. STUBBS, ST.  
EDINBURG, TEXAS 78539

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

# DERECHOS DEL EMPLEADO

## BAJO LA LEY DAVIS-BACON

### PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

#### SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

#### SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

#### CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

#### APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

#### PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

# Equal Employment Opportunity is **THE LAW**

## **Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations**

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

# La igualdad de oportunidades de empleo es

# LA LEY

## **Empleadores privados, gobiernos locales y estatales, instituciones educativas, agencias de empleo y organizaciones de trabajo**

Los postulantes y empleados de la mayoría de los empleadores privados, los gobiernos locales y estatales, las instituciones educativas, las agencias de empleo y las organizaciones de trabajo están protegidos por la ley federal contra la discriminación en función de:

### **RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA**

El Título VII de la Ley de Derechos Civiles (Civil Rights Act) de 1964, con sus modificaciones, protege a los postulantes y a los empleados contra la discriminación en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo, en función de raza, color, religión, sexo (incluidas las embarazadas) o procedencia. La discriminación religiosa se refiere a la falta de adaptación razonable a las prácticas religiosas de un empleado, siempre y cuando dicha adaptación no provoque una dificultad económica desmedida para la compañía.

### **DISCAPACIDAD**

Los Títulos I y V de la Ley de Estadounidenses con Discapacidades (Americans with Disabilities Act) de 1990, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía.

### **EDAD**

La Ley contra la Discriminación Laboral por Edad (Age Discrimination in Employment Act) de 1967, con sus modificaciones, protege a los postulantes y empleados de 40 años o más contra la discriminación por cuestiones de edad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo.

### **SEXO (SALARIOS)**

Además de lo establecido en el Título VII de la Ley de Derechos Civiles, con sus modificaciones, la Ley de Igualdad en las Remuneraciones (Equal Pay Act) de 1963, con sus modificaciones, también prohíbe la discriminación sexual en el pago de los salarios a las mujeres y los hombres que realicen básicamente el mismo trabajo, en empleos que requieran las mismas habilidades, esfuerzo y responsabilidad, en condiciones laborales similares, en el mismo establecimiento.

### **GENÉTICA**

El Título II de la Ley de No Discriminación por Información Genética (Genetic Information Nondiscrimination Act, GINA) de 2008 protege a los postulantes y empleados contra la discriminación basada en la información genética en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La GINA también limita la adquisición de información genética por parte de los empleadores y condiciona de manera estricta su divulgación. La información genética incluye las pruebas genéticas de los postulantes, empleados o integrantes de sus familias, la manifestación de enfermedades o trastornos de los miembros de la familia (historia médica familiar) y las solicitudes o la recepción de servicios genéticos por parte de los postulantes, empleados o integrantes de sus familias.

### **REPRESALIAS**

Todas estas leyes federales prohíben a las entidades cubiertas que tomen represalias en contra de una persona que presenta una carga por discriminación, participa en un procedimiento por discriminación o que, de algún otro modo, se opone a una práctica laboral ilícita.

### **QUÉ DEBE HACER SI CONSIDERA QUE ES VÍCTIMA DE LA DISCRIMINACIÓN**

Existen plazos estrictos para presentar cargos por discriminación laboral. A fin de preservar la capacidad de la Comisión para la Igualdad de Oportunidades en el Empleo (Equal Employment Opportunity Commission, EEOC) de actuar en representación suya y proteger su derecho a iniciar una demanda privada si fuese necesario en última instancia, debe comunicarse con la EEOC apenas sospeche que se produjo un hecho de discriminación: Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos, 1-800-669-4000 (línea gratuita) o 1-800-669-6820 (línea gratuita TTY para las personas con problemas auditivos). Puede encontrar información sobre las sucursales de la EEOC en [www.eeoc.gov](http://www.eeoc.gov) o en la mayoría de las guías telefónicas en la sección Gobierno Federal o Gobierno de los Estados Unidos. También puede obtener información adicional sobre la EEOC, incluso cómo presentar un cargo, en [www.eeoc.gov](http://www.eeoc.gov).

## Empleadores que tengan contratos o subcontratos con el gobierno federal

Los postulantes y empleados de las compañías que tengan un contrato o subcontrato con el gobierno federal están protegidos por la ley federal contra la discriminación en función de:

### **RAZA, COLOR, RELIGIÓN, SEXO, PROCEDENCIA**

El Decreto Ejecutivo 11246, con sus modificaciones, prohíbe la discriminación en el trabajo en función de raza, color, religión, sexo o procedencia y exige que se implementen acciones afirmativas para garantizar la igualdad de oportunidades en todos los aspectos laborales.

### **PERSONAS CON DISCAPACIDADES**

La Sección 503 de la Ley de Rehabilitación (*Rehabilitation Act*) de 1973, con sus modificaciones, protege a las personas idóneas contra la discriminación por discapacidad en lo que respecta a la contratación, los ascensos, los despidos, los pagos, las compensaciones adicionales, la capacitación laboral, la clasificación, las referencias y los demás aspectos del empleo. La discriminación por discapacidad se refiere a la falta de adaptaciones razonables para las limitaciones físicas o mentales de una persona idónea que tiene una discapacidad y que es un postulante o un empleado, salvo que dichas adaptaciones provoquen una dificultad económica desmedida para la compañía. La Sección 503 también exige que los contratistas federales implementen acciones afirmativas para emplear y avanzar en el empleo de personas idóneas con discapacidades en todos los niveles laborales, incluido el nivel ejecutivo.

### **VETERANOS DISCAPACITADOS, RECIÉN RETIRADOS, BAJO PROTECCIÓN Y CON MEDALLA POR SERVICIO A LAS FUERZAS ARMADAS**

La Ley de Asistencia a la Readaptación de Veteranos de Vietnam (*Vietnam Era Veterans Readjustment Assistance Act*) de 1974, con sus modificaciones, 38 U.S.C. 4212, prohíbe la discriminación laboral y exige que se implementen acciones afirmativas para emplear y avanzar en el empleo de los veteranos discapacitados, recién retirados

(en el plazo de los tres años posteriores a la baja o al cese del servicio activo), otros veteranos bajo protección (los veteranos que prestaron servicio durante una guerra o en una campaña o expedición para la cual se les autorizó una insignia de campaña) y los veteranos con medalla por servicio a las Fuerzas Armadas (aquellos que durante el servicio activo, participaron en una operación militar de los Estados Unidos por la cual se los reconoció con una medalla por servicio a las Fuerzas Armadas).

### **REPRESALIAS**

Quedan prohibidas las represalias contra una persona que presenta una demanda por discriminación, participa en un procedimiento de la Oficina de Programas de Cumplimiento de Contratos Federales (*Office of Federal Contract Compliance Programs, OFCCP*) o que se oponga, de algún otro modo, a la discriminación según estas leyes federales.

Toda persona que considere que un contratista violó sus obligaciones de acción afirmativa o no discriminación según las autoridades mencionadas anteriormente debe comunicarse de inmediato con:

La Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP), Departamento de Trabajo de los Estados Unidos, 200 Constitution Avenue, N.W., Washington, D.C. 20210, teléfono 1-800-397-6251 (línea gratuita) o (202) 693-1337 (línea TTY). También puede enviar un mensaje de correo electrónico a la OFCCP (OFCCP-Public@dol.gov) o bien, llamar a una de sus oficinas regionales o del distrito, las cuales aparecen en la mayoría de las guías telefónicas en la sección Gobierno de los Estados Unidos, Departamento de Trabajo.

## Programas o actividades que reciben asistencia financiera federal

### **RAZA, COLOR, PROCEDENCIA, SEXO**

Además de las protecciones establecidas en el Título VII de la Ley de Derechos Civiles de 1964 y sus modificaciones, el Título VI de dicha ley, con sus modificaciones, prohíbe la discriminación por raza, color o procedencia en los programas o las actividades que reciben asistencia financiera federal. La discriminación laboral está cubierta por el Título VI si el objetivo principal de la asistencia financiera es brindar empleo, o si la discriminación laboral provoca o puede provocar discriminación cuando se proporcionan los servicios de dichos programas. El Título IX de las Reformas Educativas de 1972 prohíbe la discriminación laboral según el sexo en los programas o las actividades educativas que reciben asistencia financiera federal.

### **PERSONAS CON DISCAPACIDADES**

La Sección 504 de la Ley de Rehabilitación de 1973, con sus modificaciones, prohíbe la discriminación laboral por discapacidad en cualquier programa o actividad que reciba asistencia financiera federal. Queda prohibida la discriminación en todos los aspectos laborales contra las personas discapacitadas que, con o sin adaptaciones razonables, pueden desempeñar las funciones esenciales del trabajo.

Si cree que ha sido víctima de discriminación en algún programa de una institución que reciba asistencia financiera federal, debe comunicarse de inmediato con la agencia federal que brinda dicha asistencia.

# EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

## Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

## Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

## Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

## Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

## Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

## Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

## Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

## Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

## Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

## Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.**



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)



# EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## FEDERAL MINIMUM WAGE

# \$7.25

 PER HOUR

BEGINNING JULY 24, 2009

**OVERTIME PAY** At least  $1\frac{1}{2}$  times your regular rate of pay for all hours worked over 40 in a workweek.

**CHILD LABOR** An employee must be at least **16** years old to work in most non-farm jobs and at least **18** to work in non-farm jobs declared hazardous by the Secretary of Labor.

Youths **14** and **15** years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs under the following conditions:

**No more than**

- **3** hours on a school day or **18** hours in a school week;
- **8** hours on a non-school day or **40** hours in a non-school week.

Also, work may not begin before **7 a.m.** or end after **7 p.m.**, except from June 1 through Labor Day, when evening hours are extended to **9 p.m.** Different rules apply in agricultural employment.

**TIP CREDIT** Employers of "tipped employees" must pay a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference. Certain other conditions must also be met.

**ENFORCEMENT** The Department of Labor may recover back wages either administratively or through court action, for the employees that have been underpaid in violation of the law. Violations may result in civil or criminal action.

Employers may be assessed civil money penalties of up to \$1,100 for each willful or repeated violation of the minimum wage or overtime pay provisions of the law and up to \$11,000 for each employee who is the subject of a violation of the Act's child labor provisions. In addition, a civil money penalty of up to \$50,000 may be assessed for each child labor violation that causes the death or serious injury of any minor employee, and such assessments may be doubled, up to \$100,000, when the violations are determined to be willful or repeated. The law also prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Act.

### ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa and the Commonwealth of the Northern Mariana Islands.
- Some state laws provide greater employee protections; employers must comply with both.
- The law requires employers to display this poster where employees can readily see it.
- Employees under 20 years of age may be paid \$4.25 per hour during their first 90 consecutive calendar days of employment with an employer.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.

For additional information:



**1-866-4-USWAGE**   
(1-866-487-9243) TTY: 1-877-889-5627 U.S. Wage and Hour Division

**WWW.WAGEHOUR.DOL.GOV**

U.S. Department of Labor | Wage and Hour Division

# DERECHOS DEL EMPLEADO BAJO LA LEY DE NORMAS JUSTAS DE TRABAJO

SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

## SALARIO MÍNIMO FEDERAL

# \$7.25 POR HORA

A PARTIR DEL 24 DE JULIO DE 2009

### PAGO DE SOBRETIENTO

Por lo menos tiempo y medio (1½) de su tasa regular de pago por todas las horas trabajadas en exceso de 40 en una semana laboral.

### EMPLEO DE MENORES DE EDAD

El empleado ha de tener por lo menos **16 años** de edad para trabajar en la mayoría de los trabajos no agrícolas y por lo menos tener **18 años** para trabajar en trabajos no agrícolas declarados arriesgados por el/la Secretario(a) de Trabajo.

Jóvenes de **14 y 15 años** de edad pueden trabajar fuera de horas escolares en varios trabajos que no sean en fabricación, minería, o arriesgados, bajo las siguientes condiciones:

**No más de**

- 3 horas en un día escolar o 18 horas en una semana escolar;
- 8 horas en un día no escolar o 40 horas en una semana no escolar.

Además, el trabajo no puede empezar antes de las **7 de la mañana** o terminar después de las **7 de la tarde** salvo del primero de junio hasta el Día de Labor, cuando las horas de la tarde se extienden hasta las **9 de la noche**. Se aplican reglas distintas al empleo agrícola.

### CRÉDITO POR PROPINAS

Empresarios de empleados que reciben propinas han de pagar un salario en efectivo de por lo menos \$2.13 por hora si declaran un crédito por propina contra sus obligaciones hacia el salario mínimo. Si las propinas del empleado combinadas con el salario en efectivo que paga el empresario de por lo menos \$2.13 por hora no equivalen al salario mínimo por hora, el empresario ha de suplir la diferencia. También se tiene que cumplir con otras condiciones.

### CUMPLIMIENTO

El Departamento de Trabajo puede recuperar salarios atrasados administrativamente o mediante acción legal en los tribunales, para empleados a los cuales se les haya pagado por debajo y en violación de la ley.

A los empresarios se les puede imponer penas pecuniarias civiles de hasta \$1,100 por cada infracción intencional o repetida de las provisiones de la ley del pago del salario mínimo y del pago de sobretiempos y hasta \$11,000 por cada empleado que sea empleado en violación de las provisiones de la ley sobre el empleo de menores. Adicionalmente, se puede imponer una pena pecuniaria civil de hasta \$50,000 por cada infracción de las provisiones sobre el empleo de menores si causa la muerte o una lesión seria de un empleado menor de edad, y se pueden doblar dichas evaluaciones, hasta \$100,000, cuando se determinan que las infracciones son intencionales o repetidas. La ley también prohíbe la discriminación o el despido del trabajador por haber presentado una denuncia o por participar en cualquier procedimiento bajo la Ley.

### INFORMACIÓN ADICIONAL

- Ciertas ocupaciones y ciertos establecimientos están exentos de las provisiones de pago de salario mínimo y de sobretiempos.
- Se aplican provisiones especiales a trabajadores de Samoa Americana y de la Comunidad de las Islas Marianas del Norte.
- Algunas leyes estatales proveen más protecciones al empleado; el empresario ha de cumplir con ambas.
- La ley exige que los empresarios pongan este cartel donde los empleados lo puedan ver fácilmente.
- A los empleados menores de 20 años de edad se les puede pagar menos de \$4.25 por hora durante los primeros 90 días civiles consecutivos de empleo con un empresario.
- Se les puede pagar menos del salario mínimo bajo ciertos certificados especiales emitidos por el Departamento de Trabajo a ciertos estudiantes de tiempo completo, estudiantes aprendices y a trabajadores con impedimentos.



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## § 135.1

### APPENDIX TO PART 135

AUTHORITY: 12 U.S.C. 1701u; 42 U.S.C. 3535(d).

SOURCE: 59 FR 33880, June 30, 1994, unless otherwise noted.

EFFECTIVE DATE NOTE: At 59 FR 33880, June 30, 1994, part 135 was revised effective August 1, 1994 through June 30, 1995. At 60 FR 28325, May 31, 1995, the effective period was extended until the final rule implementing changes made to section 3 of the Housing and Urban Development Act of 1968 by the Housing and Community Development Act of 1992 is published and becomes effective.

### Subpart A—General Provisions

#### § 135.1 Purpose.

(a) *Section 3.* The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

(b) *Part 135.* The purpose of this part is to establish the standards and procedures to be followed to ensure that the objectives of section 3 are met.

#### § 135.2 Effective date of regulation.

The regulations of this part will remain in effect until the date the final rule adopting the regulations of this part with or without changes is published and becomes effective, at which point the final rule will remain in effect.

[60 FR 28326, May 31, 1995]

#### § 135.3 Applicability.

(a) *Section 3 covered assistance.* Section 3 applies to the following HUD assistance (section 3 covered assistance):

(1) *Public and Indian housing assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising from the

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expenditure of the following public and Indian housing assistance:

(i) Development assistance provided pursuant to section 5 of the U.S. Housing Act of 1937 (1937 Act);

(ii) Operating assistance provided pursuant to section 9 of the 1937 Act; and

(iii) Modernization assistance provided pursuant to section 14 of the 1937 Act;

(2) *Housing and community development assistance.* Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of housing assistance (including section 8 assistance, and including other housing assistance not administered by the Assistant Secretary of Housing) and community development assistance that is used for the following projects:

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

(ii) Housing construction; and

(iii) Other public construction.

(3) *Thresholds—(i) No thresholds for section 3 covered public and Indian housing assistance.* The requirements of this part apply to section 3 covered assistance provided to recipients, notwithstanding the amount of the assistance provided to the recipient. The requirements of this part apply to all contractors and subcontractors performing work in connection with projects and activities funded by public and Indian housing assistance covered by section 3, regardless of the amount of the contract or subcontract.

(ii) *Thresholds for section 3 covered housing and community development assistance—(A) Recipient thresholds.* The requirements of this part apply to recipients of other housing and community development program assistance for a section 3 covered project(s) for which the amount of the assistance exceeds \$200,000.

(B) *Contractor and subcontractor thresholds.* The requirements of this part apply to contractors and subcontractors performing work on section 3 covered project(s) for which the amount of the assistance exceeds \$200,000; and the contract or subcontract exceeds \$100,000.

(C) *Threshold met for recipients, but not contractors or subcontractors.* If a recipient receives section 3 covered housing or community development assistance in excess of \$200,000, but no contract exceeds \$100,000, the section 3 preference requirements only apply to the recipient.

(b) *Applicability of section 3 to entire project or activity funded with section 3 assistance.* The requirements of this part apply to the entire project or activity that is funded with section 3 covered assistance, regardless of whether the section 3 activity is fully or partially funded with section 3 covered assistance.

(c) *Applicability to Indian housing authorities and Indian tribes.* Indian housing authorities and tribes that receive HUD assistance described in paragraph (a) of this section shall comply with the procedures and requirements of this part to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). (See 24 CFR part 905.)

(d) *Other HUD assistance and other Federal assistance.* Recipients, contractors and subcontractors that receive HUD assistance, not listed in paragraph (a) of this section, or other Federal assistance, are encouraged to provide, to the greatest extent feasible, training, employment, and contracting opportunities generated by the expenditure of this assistance to low- and very low-income persons, and business concerns owned by low- and very low-income persons, or which employ low- and very low-income persons.

#### § 135.5 Definitions.

The terms *Department*, *HUD*, *Indian housing authority (IHA)*, *Public housing agency (PHA)*, and *Secretary* are defined in 24 CFR part 5.

*Annual Contributions Contract (ACC)* means the contract under the U.S. Housing Act of 1937 (1937 Act) between HUD and the PHA, or between HUD and the IHA, that contains the terms and conditions under which HUD assists the PHA or the IHA in providing decent, safe, and sanitary housing for low income families. The ACC must be in a form prescribed by HUD under

which HUD agrees to provide assistance in the development, modernization and/or operation of a low income housing project under the 1937 Act, and the PHA or IHA agrees to develop, modernize and operate the project in compliance with all provisions of the ACC and the 1937 Act, and all HUD regulations and implementing requirements and procedures. (The ACC is not a form of procurement contract.)

*Applicant* means any entity which makes an application for section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization (CHDO), resident management corporation, resident council, or cooperative association.

*Assistant Secretary* means the Assistant Secretary for Fair Housing and Equal Opportunity.

*Business concern* means a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

*Business concern that provides economic opportunities for low- and very low-income persons.* See definition of "section 3 business concern" in this section.

*Contract.* See the definition of "section 3 covered contract" in this section.

*Contractor* means any entity which contracts to perform work generated by the expenditure of section 3 covered assistance, or for work in connection with a section 3 covered project.

*Employment opportunities generated by section 3 covered assistance* means all employment opportunities generated by the expenditure of section 3 covered public and Indian housing assistance (i.e., operating assistance, development assistance and modernization assistance, as described in §135.3(a)(1)). With respect to section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection

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with section 3 covered projects (as described in §135.3(a)(2)), including management and administrative jobs connected with the section 3 covered project. Management and administrative jobs include architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups; and jobs directly related to administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

*Housing authority (HA)* means, collectively, public housing agency and Indian housing authority.

*Housing and community development assistance* means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.

*Housing development* means low-income housing owned, developed, or operated by public housing agencies or Indian housing authorities in accordance with HUD's public and Indian housing program regulations codified in 24 CFR Chapter IX.

*HUD Youthbuild programs* mean programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.

*Indian tribes* shall have the meaning given this term in 24 CFR part 571.

*JTPA* means the Job Training Partnership Act (29 U.S.C. 1579(a)).

*Low-income person.* See the definition of "section 3 resident" in this section.

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*Metropolitan area* means a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

*Neighborhood area* means:

(1) For HUD housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood, village, or similar geographical designation.

(2) For HUD community development programs, see the definition, if provided, in the regulations for the applicable community development program, or the definition for this term in 24 CFR 570.204(c)(1).

*New hires* mean full-time employees for permanent, temporary or seasonal employment opportunities.

*Nonmetropolitan county* means any county outside of a metropolitan area.

*Other HUD programs* means HUD programs, other than HUD public and Indian housing programs, that provide housing and community development assistance for "section 3 covered projects," as defined in this section.

*Public housing resident* has the meaning given this term in 24 CFR part 963.

*Recipient* means any entity which receives section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which section 3 applies and does not include contractors.

*Section 3* means section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

*Section 3 business concern* means a business concern, as defined in this section—

(1) That is 51 percent or more owned by section 3 residents; or

(2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or

(3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."

*Section 3 clause* means the contract provisions set forth in §135.38.

*Section 3 covered activity* means any activity which is funded by section 3 covered assistance public and Indian housing assistance.

*Section 3 covered assistance* means: (1) Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;

(2) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;

(3) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act;

(4) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:

(i) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);

(ii) Housing construction; or

(iii) Other public construction project (which includes other buildings or improvements, regardless of ownership).

*Section 3 covered contract* means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of section 3 covered assistance, or for work arising in connection with a section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). "Section 3 covered contracts" also do not include contracts for the purchase of supplies and

materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by section 3.

*Section 3 covered project* means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

*Section 3 joint venture.* See §135.40. *Section 3 resident* means: (1) A public housing resident; or

(2) An individual who resides in the metropolitan area or nonmetropolitan county in which the section 3 covered assistance is expended, and who is:

(i) *A low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families; or

(ii) *A very low-income person*, as this term is defined in section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that

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such variations are necessary because of unusually high or low family incomes.

(3) A person seeking the training and employment preference provided by section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

*Section 8 assistance* means assistance provided under section 8 of the 1937 Act (42 U.S.C. 1437f) pursuant to 24 CFR part 882, subpart G.

*Service area* means the geographical area in which the persons benefitting from the section 3 covered project reside. The service area shall not extend beyond the unit of general local government in which the section 3 covered assistance is expended. In HUD's Indian housing programs, the service area, for IHAs established by an Indian tribe as a result of the exercise of the tribe's sovereign power, is limited to the area of tribal jurisdiction.

*Subcontractor* means any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of section 3 covered assistance, or arising in connection with a section 3 covered project.

*Very low-income person.* See the definition of "section 3 resident" in this section.

*Youthbuild programs.* See the definition of "HUD Youthbuild programs" in this section.

[59 FR 33880, June 30, 1994, as amended at 61 FR 5206, Feb. 9, 1996]

### § 135.7 Delegation of authority.

Except as may be otherwise provided in this part, the functions and responsibilities of the Secretary under section 3, and described in this part, are delegated to the Assistant Secretary for Fair Housing and Equal Opportunity. The Assistant Secretary is further authorized to redelegate functions and responsibilities to other employees of HUD; *provided however*, that the authority to issue rules and regulations under this part, which authority is delegated to the Assistant Secretary, may

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not be redelegated by the Assistant Secretary.

### § 135.9 Requirements applicable to HUD NOFAs for section 3 covered programs.

(a) *Certification of compliance with part 135.* All notices of funding availability (NOFAs) issued by HUD that announce the availability of funding covered by section 3 shall include a provision in the NOFA that notifies applicants that section 3 and the regulations in part 135 are applicable to funding awards made under the NOFA. Additionally the NOFA shall require as an application submission requirement (which may be specified in the NOFA or application kit) a certification by the applicant that the applicant will comply with the regulations in part 135. (For PHAs, this requirement will be met where a PHA Resolution in Support of the Application is submitted.) With respect to application evaluation, HUD will accept an applicant's certification unless there is evidence substantially challenging the certification.

(b) *Statement of purpose in NOFAs.* (1) For competitively awarded assistance in which the grants are for activities administered by an HA, and those activities are anticipated to generate significant training, employment or contracting opportunities, the NOFA must include a statement that one of the purposes of the assistance is to give to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

(2) For competitively awarded assistance involving housing rehabilitation, construction or other public construction, where the amount awarded to the applicant may exceed \$200,000, the NOFA must include a statement that one of the purposes of the assistance is to give, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, job training, employment, contracting and other economic opportunities to section 3 residents and section 3 business concerns.

(c) *Section 3 as NOFA evaluation criteria.* Where not otherwise precluded by statute, in the evaluation of applications for the award of assistance, consideration shall be given to the extent to which an applicant has demonstrated that it will train and employ section 3 residents and contract with section 3 business concerns for economic opportunities generated in connection with the assisted project or activity. The evaluation criteria to be utilized, and the rating points to be assigned, will be specified in the NOFA.

**§ 135.11 Other laws governing training, employment, and contracting.**

Other laws and requirements that are applicable or may be applicable to the economic opportunities generated from the expenditure of section 3 covered assistance include, but are not necessarily limited to those listed in this section.

(a) *Procurement standards for States and local governments (24 CFR 85.36)*—(1) *General.* Nothing in this part 135 prescribes specific methods of procurement. However, neither section 3 nor the requirements of this part 135 supersede the general requirement of 24 CFR 85.36(c) that all procurement transactions be conducted in a competitive manner. Consistent with 24 CFR 85.36(c)(2), section 3 is a Federal statute that expressly encourages, to the maximum extent feasible, a geographic preference in the evaluation of bids or proposals.

(2) *Flexible Subsidy Program.* Multifamily project mortgagors in the Flexible Subsidy Program are not required to utilize the methods of procurement in 24 CFR 85.36(d), and are not permitted to utilize methods of procurement that would result in their award of a contract to a business concern that submits a bid higher than the lowest responsive bid. A multifamily project mortgagor, however, must ensure that, to the greatest extent feasible, the procurement practices it selects provide preference to section 3 business concerns.

(b) *Procurement standards for other recipients (OMB Circular No. A-110).* Nothing in this part prescribes specific methods of procurement for grants and other agreements with institutions of

higher education, hospitals, and other nonprofit organizations. Consistent with the requirements set forth in OMB Circular No. A-110, section 3 is a Federal statute that expressly encourages a geographic preference in the evaluation of bids or proposals.

(c) *Federal labor standards provisions.* Certain construction contracts are subject to compliance with the requirement to pay prevailing wages determined under Davis-Bacon Act (40 U.S.C. 276a—276a-7) and implementing U.S. Department of Labor regulations in 29 CFR part 5. Additionally, certain HUD-assisted rehabilitation and maintenance activities on public and Indian housing developments are subject to compliance with the requirement to pay prevailing wage rates, as determined or adopted by HUD, to laborers and mechanics employed in this work. Apprentices and trainees may be utilized on this work only to the extent permitted under either Department of Labor regulations at 29 CFR part 5 or for work subject to HUD-determined prevailing wage rates, HUD policies and guidelines. These requirements include adherence to the wage rates and ratios of apprentices or trainees to journeymen set out in “approved apprenticeship and training programs,” as described in paragraph (d) of this section.

(d) *Approved apprenticeship and trainee programs.* Certain apprenticeship and trainee programs have been approved by various Federal agencies. Approved apprenticeship and trainee programs include: an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance with the regulations at 29 CFR part 5; or a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

(e) *Compliance with Executive Order 11246.* Certain contractors covered by this part are subject to compliance with Executive Order 11246, as amended

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by Executive Order 12086, and the Department of Labor regulations issued pursuant thereto (41 CFR chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts.

### **Subpart B—Economic Opportunities for Section 3 Residents and Section 3 Business Concerns**

#### **§ 135.30 Numerical goals for meeting the greatest extent feasible requirement.**

(a) *General.* (1) Recipients and covered contractors may demonstrate compliance with the "greatest extent feasible" requirement of section 3 by meeting the numerical goals set forth in this section for providing training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(2) The goals established in this section apply to the entire amount of section 3 covered assistance awarded to a recipient in any Federal Fiscal Year (FY), commencing with the first FY following the effective date of this rule.

(3) For recipients that do not engage in training, or hiring, but award contracts to contractors that will engage in training, hiring, and subcontracting, recipients must ensure that, to the greatest extent feasible, contractors will provide training, employment, and contracting opportunities to section 3 residents and section 3 business concerns.

(4) The numerical goals established in this section represent minimum numerical targets.

(b) *Training and employment.* The numerical goals set forth in paragraph (b) of this section apply to new hires. The numerical goals reflect the aggregate hires. Efforts to employ section 3 residents, to the greatest extent feasible, should be made at all job levels.

(1) *Numerical goals for section 3 covered public and Indian housing programs.* Recipients of section 3 covered public and Indian housing assistance (as described in §135.5) and their contractors and

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subcontractors may demonstrate compliance with this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(ii) 20 percent of the aggregate number of new hires for the one period beginning in FY 1996;

(iii) 30 percent of the aggregate number of new hires for one year period beginning in FY 1997 and continuing thereafter.

(2) *Numerical goals for other HUD programs covered by section 3.* (i) Recipients of section 3 covered housing assistance provided under other HUD programs, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in §135.3(a)(3)) may demonstrate compliance with this part by committing to employ section 3 residents as 10 percent of the aggregate number of new hires for each year over the duration of the section 3 project;

(ii) Where a managing general partner or management agent is affiliated, in a given metropolitan area, with recipients of section 3 covered housing assistance, for an aggregate of 500 or more units in any fiscal year, the managing partner or management agent may demonstrate compliance with this part by committing to employ section 3 residents as:

(A) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(B) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996;

(C) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997, and continuing thereafter.

(3) Recipients of section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in §135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ section 3 residents as:

(i) 10 percent of the aggregate number of new hires for the one year period beginning in FY 1995;

(ii) 20 percent of the aggregate number of new hires for the one year period beginning in FY 1996; and

(iii) 30 percent of the aggregate number of new hires for the one year period beginning in FY 1997 and continuing thereafter.

(c) *Contracts*. Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all section 3 covered projects and section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet the threshold specified in §135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to section 3 business concerns:

(1) At least 10 percent of the total dollar amount of all section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and

(2) At least three (3) percent of the total dollar amount of all other section 3 covered contracts.

(d) *Safe harbor and compliance determinations*. (1) In the absence of evidence to the contrary, a recipient that meets the minimum numerical goals set forth in this section will be considered to have complied with the section 3 preference requirements.

(2) In evaluating compliance under subpart D of this part, a recipient that has not met the numerical goals set forth in this section has the burden of demonstrating why it was not feasible to meet the numerical goals set forth in this section. Such justification may include impediments encountered despite actions taken. A recipient or contractor also can indicate other economic opportunities, such as those listed in §135.40, which were provided in its efforts to comply with section 3 and the requirements of this part.

**§ 135.32 Responsibilities of the recipient.**

Each recipient has the responsibility to comply with section 3 in its own operations, and ensure compliance in the

operations of its contractors and subcontractors. This responsibility includes but may not be necessarily limited to:

(a) Implementing procedures designed to notify section 3 residents about training and employment opportunities generated by section 3 covered assistance and section 3 business concerns about contracting opportunities generated by section 3 covered assistance;

(b) Notifying potential contractors for section 3 covered projects of the requirements of this part, and incorporating the section 3 clause set forth in §135.38 in all solicitations and contracts.

(c) Facilitating the training and employment of section 3 residents and the award of contracts to section 3 business concerns by undertaking activities such as described in the Appendix to this part, as appropriate, to reach the goals set forth in §135.30. Recipients, at their own discretion, may establish reasonable numerical goals for the training and employment of section 3 residents and contract award to section 3 business concerns that exceed those specified in §135.30;

(d) Assisting and actively cooperating with the Assistant Secretary in obtaining the compliance of contractors and subcontractors with the requirements of this part, and refraining from entering into any contract with any contractor where the recipient has notice or knowledge that the contractor has been found in violation of the regulations in 24 CFR part 135.

(e) Documenting actions taken to comply with the requirements of this part, the results of actions taken and impediments, if any.

(f) A State or county which distributes funds for section 3 covered assistance to units of local governments, to the greatest extent feasible, must attempt to reach the numerical goals set forth in 135.30 regardless of the number of local governments receiving funds from the section 3 covered assistance which meet the thresholds for applicability set forth at 135.3. The State or county must inform units of local government to whom funds are distributed of the requirements of this part; assist

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local governments and their contractors in meeting the requirements and objectives of this part; and monitor the performance of local governments with respect to the objectives and requirements of this part.

#### **§ 135.34 Preference for section 3 residents in training and employment opportunities.**

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to provide training and employment opportunities to section 3 residents in the following order of priority:

(i) Residents of the housing development or developments for which the section 3 covered assistance is expended (category 1 residents);

(ii) Residents of other housing developments managed by the HA that is expending the section 3 covered housing assistance (category 2 residents);

(iii) Participants in HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 residents);

(iv) Other section 3 residents.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 residents residing in the service area or neighborhood in which the section 3 covered project is located (collectively, referred to as category 1 residents); and

(ii) Participants in HUD Youthbuild programs (category 2 residents).

(iii) Where the section 3 project is assisted under the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11301 *et seq.*), homeless persons residing in the service area or neighborhood in which the section 3 covered project is

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located shall be given the highest priority;

(iv) Other section 3 residents.

(3) Recipients of housing assistance programs administered by the Assistant Secretary for Housing may, at their own discretion, provide preference to residents of the housing development receiving the section 3 covered assistance within the service area or neighborhood where the section 3 covered project is located.

(4) Recipients of community development programs may, at their own discretion, provide priority to recipients of government assistance for housing, including recipients of certificates or vouchers under the Section 8 housing assistance program, within the service area or neighborhood where the section 3 covered project is located.

(b) *Eligibility for preference.* A section 3 resident seeking the preference in training and employment provided by this part shall certify, or submit evidence to the recipient contractor or subcontractor, if requested, that the person is a section 3 resident, as defined in §135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance, or evidence of participation in a public assistance program.)

(c) *Eligibility for employment.* Nothing in this part shall be construed to require the employment of a section 3 resident who does not meet the qualifications of the position to be filled.

#### **§ 135.36 Preference for section 3 business concerns in contracting opportunities.**

(a) *Order of providing preference.* Recipients, contractors and subcontractors shall direct their efforts to award section 3 covered contracts, to the greatest extent feasible, to section 3 business concerns in the order of priority provided in paragraph (a) of this section.

(1) *Public and Indian housing programs.* In public and Indian housing programs, efforts shall be directed to award contracts to section 3 business concerns in the following order of priority:

(i) Business concerns that are 51 percent or more owned by residents of the housing development or developments

for which the section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);

(ii) Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the HA that is expending the section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses); or

(iii) HUD Youthbuild programs being carried out in the metropolitan area (or nonmetropolitan county) in which the section 3 covered assistance is expended (category 3 businesses).

(iv) Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in paragraphs (a)(1)(i) and (a)(1)(ii) of this section.

(2) *Housing and community development programs.* In housing and community development programs, priority consideration shall be given, where feasible, to:

(i) Section 3 business concerns that provide economic opportunities for section 3 residents in the service area or neighborhood in which the section 3 covered project is located (category 1 businesses); and

(ii) Applicants (as this term is defined in 42 U.S.C. 12899) selected to carry out HUD Youthbuild programs (category 2 businesses);

(iii) Other section 3 business concerns.

(b) *Eligibility for preference.* A business concern seeking to qualify for a section 3 contracting preference shall certify or submit evidence, if requested, that the business concern is a section 3 business concern as defined in § 135.5.

(c) *Ability to complete contract.* A section 3 business concern seeking a contract or a subcontract shall submit evidence to the recipient, contractor, or subcontractor (as applicable), if requested, sufficient to demonstrate to the satisfaction of the party awarding

the contract that the business concern is responsible and has the ability to perform successfully under the terms and conditions of the proposed contract. (The ability to perform successfully under the terms and conditions of the proposed contract is required of all contractors and subcontractors subject to the procurement standards of 24 CFR 85.36 (see 24 CFR 85.36(b)(8)).) This regulation requires consideration of, among other factors, the potential contractor's record in complying with public policy requirements. Section 3 compliance is a matter properly considered as part of this determination.

#### § 135.38 Section 3 clause.

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

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

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

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

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR

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

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

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

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

### § 135.40 Providing other economic opportunities.

(a) *General.* In accordance with the findings of the Congress, as stated in section 3, that other economic opportunities offer an effective means of empowering low-income persons, a recipient is encouraged to undertake efforts to provide to low-income persons economic opportunities other than training, employment, and contract awards, in connection with section 3 covered assistance.

(b) *Other training and employment related opportunities.* Other economic opportunities to train and employ section 3 residents include, but need not be limited to, use of "upward mobility", "bridge" and trainee positions to fill vacancies; hiring section 3 residents in

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management and maintenance positions within other housing developments; and hiring section 3 residents in part-time positions.

(c) *Other business related economic opportunities.* (1) A recipient or contractor may provide economic opportunities to establish, stabilize or expand section 3 business concerns, including micro-enterprises. Such opportunities include, but are not limited to the formation of section 3 joint ventures, financial support for affiliating with franchise development, use of labor only contracts for building trades, purchase of supplies and materials from housing authority resident-owned businesses, purchase of materials and supplies from PHA resident-owned businesses and use of procedures under 24 CFR part 963 regarding HA contracts to HA resident-owned businesses. A recipient or contractor may employ these methods directly or may provide incentives to non-section 3 businesses to utilize such methods to provide other economic opportunities to low-income persons.

(2) A *section 3 joint venture* means an association of business concerns, one of which qualifies as a section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture for which purpose the business concerns combine their efforts, resources, and skills for joint profit, but not necessarily on a continuing or permanent basis for conducting business generally, and for which the section 3 business concern:

(i) Is responsible for a clearly defined portion of the work to be performed and holds management responsibilities in the joint venture; and

(ii) Performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

### Subpart C [Reserved]

### Subpart D—Complaint and Compliance Review

#### § 135.70 General.

(a) *Purpose.* The purpose of this subpart is to establish the procedures for handling complaints alleging non-compliance with the regulations of this

part, and the procedures governing the Assistant Secretary's review of a recipient's or contractor's compliance with the regulations in this part.

(b) *Definitions.* For purposes of this subpart:

(1) *Complaint* means an allegation of noncompliance with regulations of this part made in the form described in §135.76(d).

(2) *Complainant* means the party which files a complaint with the Assistant Secretary alleging that a recipient or contractor has failed or refused to comply with the regulations in this part.

(3) *Noncompliance with section 3* means failure by a recipient or contractor to comply with the requirements of this part.

(4) *Respondent* means the recipient or contractor against which a complaint of noncompliance has been filed. The term "recipient" shall have the meaning set forth in §135.7, which includes PHA and IHA.

**§ 135.72 Cooperation in achieving compliance.**

(a) The Assistant Secretary recognizes that the success of ensuring that section 3 residents and section 3 business concerns have the opportunity to apply for jobs and to bid for contracts generated by covered HUD financial assistance depends upon the cooperation and assistance of HUD recipients and their contractors and subcontractors. All recipients shall cooperate fully and promptly with the Assistant Secretary in section 3 compliance reviews, in investigations of allegations of noncompliance made under §135.76, and with the distribution and collection of data and information that the Assistant Secretary may require in connection with achieving the economic objectives of section 3.

(b) The recipient shall refrain from entering into a contract with any contractor after notification to the recipient by HUD that the contractor has been found in violation of the regulations in this part. The provisions of 24 CFR part 24 apply to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of

debarment, suspension or otherwise ineligible status.

**§ 135.74 Section 3 compliance review procedures.**

(a) *Compliance reviews by Assistant Secretary.* The Assistant Secretary shall periodically conduct section 3 compliance reviews of selected recipients and contractors to determine whether these recipients are in compliance with the regulations in this part.

(b) *Form of compliance review.* A section 3 compliance review shall consist of a comprehensive analysis and evaluation of the recipient's or contractor's compliance with the requirements and obligations imposed by the regulations of this part, including an analysis of the extent to which section 3 residents have been hired and section 3 business concerns have been awarded contracts as a result of the methods undertaken by the recipient to achieve the employment, contracting and other economic objectives of section 3.

(c) *Where compliance review reveals noncompliance with section 3 by recipient or contractor.* Where the section 3 compliance review reveals that a recipient or contractor has not complied with section 3, the Assistant Secretary shall notify the recipient or contractor of its specific deficiencies in compliance with the regulations of this part, and shall advise the recipient or contractor of the means by which these deficiencies may be corrected. HUD shall conduct a follow-up review with the recipient or contractor to ensure that action is being taken to correct the deficiencies.

(d) *Continuing noncompliance by recipient or contractor.* A continuing failure or refusal by the recipient or contractor to comply with the regulations in this part may result in the application of sanctions specified in the contract through which HUD assistance is provided, or the application of sanctions specified in the regulations governing the HUD program under which HUD financial assistance is provided. HUD will notify the recipient of any continuing failure or refusal by the contractor to comply with the regulations in this part for possible action under any procurement contract between the recipient and the contractor.

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Debarment, suspension and limited denial of participation pursuant to HUD's regulations in 24 CFR part 24, where appropriate, may be applied to the recipient or the contractor.

(e) *Conducting compliance review before the award of assistance.* Section 3 compliance reviews may be conducted before the award of contracts, and especially where the Assistant Secretary has reasonable grounds to believe that the recipient or contractor will be unable or unwilling to comply with the regulations in this part.

(f) *Consideration of complaints during compliance review.* Complaints alleging noncompliance with section 3, as provided in § 135.76, may also be considered during any compliance review conducted to determine the recipient's conformance with regulations in this part.

### § 135.76 Filing and processing complaints.

(a) *Who may file a complaint.* The following individuals and business concerns may, personally or through an authorized representative, file with the Assistant Secretary a complaint alleging noncompliance with section 3:

(1) Any section 3 resident on behalf of himself or herself, or as a representative of persons similarly situated, seeking employment, training or other economic opportunities generated from the expenditure of section 3 covered assistance with a recipient or contractor, or by a representative who is not a section 3 resident but who represents one or more section 3 residents;

(2) Any section 3 business concern on behalf of itself, or as a representative of other section 3 business concerns similarly situated, seeking contract opportunities generated from the expenditure of section 3 covered assistance from a recipient or contractor, or by an individual representative of section 3 business concerns.

(b) *Where to file a complaint.* A complaint must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, DC, 20410.

(c) *Time of filing.* (1) A complaint must be received not later than 180 days from the date of the action or

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omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.

(2) Where a complaint alleges noncompliance with section 3 and the regulations of this part that is continuing, as manifested in a number of incidents of noncompliance, the complaint will be timely if filed within 180 days of the last alleged occurrence of noncompliance.

(3) Where a complaint contains incomplete information, the Assistant Secretary shall request the needed information from the complainant. In the event this information is not furnished to the Assistant Secretary within sixty (60) days of the date of the request, the complaint may be closed.

(d) *Contents of complaint—(1) Written complaints.* Each complaint must be in writing, signed by the complainant, and include:

(i) The complainant's name and address;

(ii) The name and address of the respondent;

(iii) A description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.

(iv) A complainant may provide information to be contained in a complaint by telephone to HUD or any HUD Field Office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and send the form to the complainant for signature.

(2) *Amendment of complaint.* Complaints may be reasonably and fairly amended at any time. Such amendments may include, but are not limited to, amendments to cure, technical defects or omissions, including failure to sign or affirm a complaint, to clarify or amplify the allegations in a complaint, or to join additional or substitute respondents. Except for the purposes of notifying respondents, amended complaints will be considered as having been made as of the original filing date.

(e) *Resolution of complaint by recipient.* (1) Within ten (10) days of timely filing of a complaint that contains complete

information (in accordance with paragraphs (c) and (d) of this section), the Assistant Secretary shall determine whether the complainant alleges an action or omission by a recipient or the recipient's contractor that if proven qualifies as noncompliance with section 3. If a determination is made that there is an allegation of noncompliance with section 3, the complaint shall be sent to the recipient for resolution.

(2) If the recipient believes that the complaint lacks merit, the recipient must notify the Assistant Secretary in writing of this recommendation with supporting reasons, within 30 days of the date of receipt of the complaint. The determination that a complaint lacks merit is reserved to the Assistant Secretary.

(3) If the recipient determines that there is merit to the complaint, the recipient will have sixty (60) days from the date of receipt of the complaint to resolve the matter with the complainant. At the expiration of the 60-day period, the recipient must notify the Assistant Secretary in writing whether a resolution of the complaint has been reached. If resolution has been reached, the notification must be signed by both the recipient and the complainant, and must summarize the terms of the resolution reached between the two parties.

(4) Any request for an extension of the 60-day period by the recipient must be submitted in writing to the Assistant Secretary, and must include a statement explaining the need for the extension.

(5) If the recipient is unable to resolve the complaint within the 60-day period (or more if extended by the Assistant Secretary), the complaint shall be referred to the Assistant Secretary for handling.

(f) *Informal resolution of complaint by Assistant Secretary*—(1) *Dismissal of complaint.* Upon receipt of the recipient's written recommendation that there is no merit to the complaint, or upon failure of the recipient and complainant to reach resolution, the Assistant Secretary shall review the complaint to determine whether it presents a valid allegation of noncompliance with section 3. The Assistant Secretary may conduct further investigation if deemed necessary. Where the com-

plaint fails to present a valid allegation of noncompliance with section 3, the Assistant Secretary will dismiss the complaint without further action. The Assistant Secretary shall notify the complainant of the dismissal of the complaint and the reasons for the dismissal.

(2) *Informal resolution.* Where the allegations in a complaint on their face, or as amplified by the statements of the complainant, present a valid allegation of noncompliance with section 3, the Assistant Secretary will attempt, through informal methods, to obtain a voluntary and just resolution of the complaint. Where attempts to resolve the complaint informally fail, the Assistant Secretary will impose a resolution on the recipient and complainant. Any resolution imposed by the Assistant Secretary will be in accordance with requirements and procedures concerning the imposition of sanctions or resolutions as set forth in the regulations governing the HUD program under which the section 3 covered assistance was provided.

(3) *Effective date of informal resolution.* The imposed resolution will become effective and binding at the expiration of 15 days following notification to recipient and complainant by certified mail of the imposed resolution, unless either party appeals the resolution before the expiration of the 15 days. Any appeal shall be in writing to the Secretary and shall include the basis for the appeal.

(g) *Sanctions.* Sanctions that may be imposed on recipients that fail to comply with the regulations of this part include debarment, suspension and limited denial of participation in HUD programs.

(h) *Investigation of complaint.* The Assistant Secretary reserves the right to investigate a complaint directly when, in the Assistant Secretary's discretion, the investigation would further the purposes of section 3 and this part.

(i) *Intimidatory or retaliatory acts prohibited.* No recipient or other person shall intimidate, threaten, coerce, or discriminate against any person or business because the person or business has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this part. The identity of

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complainants shall be kept confidential except to the extent necessary to carry out the purposes of this part, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(j) *Judicial relief.* Nothing in this subpart D precludes a section 3 resident or section 3 business concerning from exercising the right, which may otherwise be available, to seek redress directly through judicial procedures.

(Approved by the Office of Management and Budget under control number 2529-0043)

### Subpart E—Reporting and Recordkeeping

#### § 135.90 Reporting.

Each recipient which receives directly from HUD financial assistance that is subject to the requirements of this part shall submit to the Assistant Secretary an annual report in such form and with such information as the Assistant Secretary may request, for the purpose of determining the effectiveness of section 3. Where the program providing the section 3 covered assistance requires submission of an annual performance report, the section 3 report will be submitted with that annual performance report. If the program providing the section 3 covered assistance does not require an annual performance report, the section 3 report is to be submitted by January 10 of each year or within 10 days of project completion, whichever is earlier. All reports submitted to HUD in accordance with the requirements of this part will be made available to the public.

(Approved by the Office of Management and Budget under control number 2529-0043)

#### § 135.92 Recordkeeping and access to records.

HUD shall have access to all records, reports, and other documents or items of the recipient that are maintained to demonstrate compliance with the requirements of this part, or that are maintained in accordance with the regulations governing the specific HUD program under which section 3 covered assistance is provided or otherwise

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made available to the recipient or contractor.

### APPENDIX TO PART 135

#### I. *Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents*

(1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.

(2) Sponsoring a HUD-certified "Step-Up" employment and training program for section 3 residents.

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in §135.34) reside.

(5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2

persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the section 3 covered project.

(11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the HA's or contractor's training and employment positions.

(12) Consulting with State and local agencies administering training programs funded through JTPA or JOBS, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) For an HA, employing section 3 residents directly on either a permanent or a temporary basis to perform work generated by section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations. See 24 CFR 905.102, and §905.201(a)(6).)

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17) Undertaking job counseling, education and related programs in association with local educational institutions.

(18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of section 3 residents previously hired for employment opportunities.

(19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a spe-

cific number of public housing or other section 3 residents to be trained or employed on the section 3 covered assistance.

(20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.

## *II. Examples of Efforts To Award Contracts to Section 3 Business Concerns*

(1) Utilizing procurement procedures for section 3 business concerns similar to those provided in 24 CFR part 905 for business concerns owned by Native Americans (see section III of this Appendix).

(2) In determining the responsibility of potential contractors, consider their record of section 3 compliance as evidenced by past actions and their current plans for the pending contract.

(3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying section 3 businesses which may solicit bids or proposals for contracts for work in connection with section 3 covered assistance.

(4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the HA.

(5) For HAs, contacting resident councils, resident management corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns.

(6) Providing written notice to all known section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the section 3 business concerns to respond to the bid invitations or request for proposals.

(7) Following up with section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.

(8) Coordinating pre-bid meetings at which section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.

(9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.

(10) Advising section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

(13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.

(14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

(15) Developing a list of eligible section 3 business concerns.

(16) For HAs, participating in the "Contracting with Resident-Owned Businesses" program provided under 24 CFR part 963.

(17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.

(18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to section 3 business concerns.

(19) Supporting businesses which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration (SBA), the Department of Commerce and comparable agencies at the State and local levels.

(20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.

(21) Actively supporting joint ventures with section 3 business concerns.

(22) Actively supporting the development or maintenance of business incubators which assist Section 3 business concerns.

### III. Examples of Procurement Procedures That Provide for Preference for Section 3 Business Concerns

This Section III provides specific procedures that may be followed by recipients and contractors (collectively, referred to as the "contracting party") for implementing the section 3 contracting preference for each of the competitive procurement methods authorized in 24 CFR 85.36(d).

(1) *Small Purchase Procedures.* For section 3 covered contracts aggregating no more than

\$25,000, the methods set forth in this paragraph (1) or the more formal procedures set forth in paragraphs (2) and (3) of this Section III may be utilized.

(i) *Solicitation.* (A) Quotations may be solicited by telephone, letter or other informal procedure provided that the manner of solicitation provides for participation by a reasonable number of competitive sources. At the time of solicitation, the parties must be informed of:

—the section 3 covered contract to be awarded with sufficient specificity;

—the time within which quotations must be submitted; and

—the information that must be submitted with each quotation.

(B) If the method described in paragraph (i)(A) is utilized, there must be an attempt to obtain quotations from a minimum of three qualified sources in order to promote competition. Fewer than three quotations are acceptable when the contracting party has attempted, but has been unable, to obtain a sufficient number of competitive quotations. In unusual circumstances, the contracting party may accept the sole quotation received in response to a solicitation provided the price is reasonable. In all cases, the contracting party shall document the circumstances when it has been unable to obtain at least three quotations.

(ii) *Award.* (A) Where the section 3 covered contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified section 3 business concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified section 3 business concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.

(B) Where the section 3 covered contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for section 3 business concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

(2) *Procurement by sealed bids (Invitations for Bids).* Preference in the award of section 3 covered contracts that are awarded under a sealed bid (IFB) process may be provided as follows:

(i) Bids shall be solicited from all businesses (section 3 business concerns, and non-section 3 business concerns). An award shall be made to the qualified section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid—

(A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and

(B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

	x=lesser of:
When the lowest responsive bid is less than \$100,000 .....	10% of that bid or \$9,000.
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000 .....	9% of that bid, or \$16,000.
At least \$200,000, but less than \$300,000 .....	8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000 .....	7% of that bid, or \$24,000.
At least \$400,000, but less than \$500,000 .....	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million .....	5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million .....	4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million .....	3% of that bid, or \$80,000.
At least \$4 million, but less than \$7 million .....	2% of that bid, or \$105,000.
\$7 million or more .....	1½% of the lowest responsive bid, with no dollar limit.

(ii) If no responsive bid by a section 3 business concern meets the requirements of paragraph (2)(1) of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

(3) *Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).* (i) For contracts and subcontracts awarded under the competitive proposals method of procurement (24 CFR 85.36(d)(3)), a Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals.

(ii) One of the evaluation factors shall address both the preference for section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (section 3 strategy), as disclosed in proposals submitted by all business concerns (section 3 and non-section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components.

(iii) The component of this evaluation factor designed to address the preference for section 3 business concerns must establish a preference for these business concerns in the order of priority ranking as described in 24 CFR 135.36.

(iv) With respect to the second component (the acceptability of the section 3 strategy), the RFP shall require the disclosure of the contractor's section 3 strategy to comply with the section 3 training and employment preference, or contracting preference, or both, if applicable. A determination of the contractor's responsibility will include the submission of an acceptable section 3 strategy. The contract award shall be made to the responsible firm (either section 3 or non-section 3 business concern) whose proposal is determined most advantageous, considering

price and all other factors specified in the RFP.

**PART 146—NONDISCRIMINATION ON THE BASIS OF AGE IN HUD PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE**

**Subpart A—General**

- Sec.
- 146.1 Purpose of the Age Discrimination Act of 1975.
- 146.3 Purpose of HUD's age discrimination regulation.
- 146.5 Applicability of part.
- 146.7 Definitions.

**Subpart B—Standards for Determining Age Discrimination**

- 146.11 Scope of subpart.
- 146.13 Rules against age discrimination.

**Subpart C—Duties of HUD Recipients**

- 146.21 General responsibilities.
- 146.23 Notice of subrecipients.
- 146.25 Assurance of compliance and recipient assessment of age distinctions.
- 146.27 Information requirements.

**Subpart D—Investigation, Settlement, and Enforcement Procedures**

- 146.31 Compliance reviews.
- 146.33 Complaints.
- 146.35 Mediation.
- 146.37 Investigation.
- 146.39 Enforcement procedures.
- 146.41 Prohibition against intimidation or retaliation.

## HUD Compliance and Monitoring?

HUD monitors the performance of recipients and contractors. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses. HUD provides technical assistance to recipients and contractors in order to obtain compliance with Section 3 requirements.

## What if it appears that an entity is not complying with Section 3?

There is a complaint process. Section 3 residents and business concerns may file complaints if they think a violation of Section 3 requirements has occurred where a HUD-funded project is planned or underway. Complaints will be investigated; if appropriate, voluntary resolutions will be sought. There are appeal rights to the Secretary. Section 3 residents and businesses may also seek judicial relief.

## How can Section 3 businesses or residents complain about a violation of Section 3 requirements?

They can file a complaint in writing to the local HUD FHEO Office or to:

### **The Assistant Secretary for Fair Housing and Equal Opportunity**

U.S. Department of Housing and Urban Development  
451 Seventh Street, SW, Room 5100  
Washington, DC 20410-2000  
1-800-669-9777  
1-800-927-9276 (TTY)

[www.hud.gov](http://www.hud.gov) [www.espanol.hud.gov](http://www.espanol.hud.gov)

A written complaint should contain:

1. Name and address of the person filing the complaint;
2. Name and address of subject of complaint (HUD recipient or contractor);
3. Description of acts or omissions in alleged violation of Section 3;
4. Statement of corrective actions sought.

# U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

## Section 3

## Economic Opportunity *A Piece of the American Dream*



U.S. Department of Housing  
and Urban Development



Fair Housing and Equal  
Opportunity

## Section 3 Act

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), requires that economic opportunities generated by certain HUD financial assistance for housing (including Public and Indian Housing) and community development programs shall, to the greatest extent feasible, be given to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons.

Other HUD programs covered by Section 3 (to distinguish between HUD Public and Indian housing programs) are those that provide housing or community development assistance for housing rehabilitation, housing construction, or other public construction project.

## Who are Section 3 residents?

Public housing residents including persons with disabilities.

Low and very low income persons who live in the area where a HUD assisted project is located.

## What is a Section 3 business?

A section 3 business is one:

That is owned by Section 3 residents  
Employs Section 3 residents or;  
Subcontracts with businesses that provide opportunities to low and very low income persons.

## What types of Economic Opportunities are available under Section 3?

- ✓ Jobs and Employment opportunities
- ✓ Training and Educational opportunities
- ✓ Contracts and Business opportunities

## Who will provide the Economic Opportunities?

Recipients of HUD financial assistance and their contractors and subcontractors are expected to develop a Section 3 Plan to assure that economic opportunities to the greatest extent feasible, are provided to low and very low-income persons and to qualified Section 3 businesses. One element of that Plan is the use of a Section 3 clause which indicates that all work performed under the contract are subject to the requirements of Section 3.

## Who receives Economic Opportunities under Section 3?

*For training and employment:*

- ✓ persons in public and assisted housing;
- ✓ persons in the affected project neighborhood;
- ✓ participants in HUD Youth-build programs;
- ✓ homeless persons.

*For contracting:*

- ✓ businesses which fit the definition of a Section 3 business.

## How can individuals and businesses find out more about Section 3?

Contact the Fair Housing and Equal Opportunity representative at your nearest HUD Office.

# Section 3

## What is Section 3?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

## How does Section 3 promote self- sufficiency?

Section 3 is a starting point to obtain job training, employment and contracting opportunities. From this integral foundation coupled with other resources comes the opportunity for economic advancement and self-sufficiency.

- Federal, state and local programs
- Advocacy groups
- Community and faith-based organizations

## How does Section 3 promote homeownership?

Section 3 is a starting point to homeownership. Once a Section 3 resident has obtained employment or contracting opportunities they have begun the first step to self-sufficiency.

Remember, "It doesn't have to be fields of dreams". Homeownership is achievable. For more information visit our HUD [website](#).

## Who are Section 3 residents?

Section 3 residents are:

- Public housing residents or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below [HUD's income limits](#).

## Determining Income Levels

- Low income is defined as 80% or below the median income of that area.
- Very low income is defined as 50% or below the median income of that area.

## What is a Section 3 business concern?

A business that:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or

- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

### **What programs are covered?**

Section 3 applies to HUD-funded Public and Indian Housing assistance for development, operating, and modernization expenditures.

Section 3 also applies to certain HUD-funded Housing and Community Development projects that complete housing rehabilitation, housing construction, and other public construction.

### **What types of economic opportunities are available under Section 3?**

- Job training
- Employment
- Contracts

Any employment resulting from these expenditures, including administration, management, clerical support, and construction, is subject to compliance with Section 3.

*Examples of Opportunities include:*

- |                        |                         |                       |
|------------------------|-------------------------|-----------------------|
| • Accounting           | • Electrical            | • Marketing           |
| • Architecture         | • Elevator Construction | • Painting            |
| • Appliance repair     | • Engineering           | • Payroll Photography |
| • Bookkeeping          | • Fencing               | • Plastering          |
| • Bricklaying          | • Florists              | • Plumbing            |
| • Carpentry            | • Heating               | • Printing Purchasing |
| • Carpet Installation  | • Iron Works            | • Research            |
| • Catering             | • Janitorial            | • Surveying           |
| • Cement/Masonry       | • Landscaping           | • Tile setting        |
| • Computer/Information | • Machine Operation     | • Transportation      |
| • Demolition           | • Manufacturing         | • Word processing     |
| • Drywall              |                         |                       |

### **Who will award the economic opportunities?**

Recipients of HUD financial assistance will award the economic opportunities. They and their contractors and subcontractors are required to provide, to the greatest extent feasible, economic opportunities consistent with existing Federal, State, and local laws and regulations.

### **Who receives priority under Section 3?**

For training and employment:

- Persons in public and assisted housing
- Persons in the area where the HUD financial assistance is spent
- Participants in HUD Youthbuild programs
- Homeless persons

### **For contracting:**

- Businesses that meet the definition of a Section 3 business concern

### **How can businesses find Section 3 residents to work for them?**

Businesses can recruit Section 3 residents in public housing developments and in the neighborhoods where the HUD assistance is being spent. Effective ways of informing residents about available training and job opportunities are:

- Contacting resident organizations, local community development and employment agencies
- Distributing flyers
- Posting signs
- Placing ads in local newspapers

### **Are recipients, contractors, and subcontractors required to provide long-term employment opportunities, not simply seasonal or temporary employment?**

Recipients are required, to the greatest extent feasible, to provide all types of employment opportunities to low and very low-income persons, including permanent employment and long-term jobs.

Recipients and contractors are encouraged to have Section 3 residents make up at least 30 percent of their permanent, full-time staff.

A Section 3 resident who has been employed for 3 years may no longer be counted towards meeting the 30 percent requirement. This encourages recipients to continue hiring Section 3 residents when employment opportunities are available.

### **What if it appears an entity is not complying with Section 3?**

There is a complaint process. Section 3 residents, businesses, or a representative for either may file a complaint if it seems a recipient is violating Section 3 requirements are being on a HUD-funded project.

### **Will HUD require compliance?**

Yes. HUD monitors the performance of contractors, reviews annual reports from recipients, and investigates complaints. HUD also examines employment and

contract records for evidence that recipients are training and employing Section 3 residents and awarding contracts to Section 3 businesses.

**How can Section 3 residents or Section 3 business concerns allege Section 3 violations?**

You can file a written complaint with your [local HUD Field Office](#).

A written complaint should contain:

- Name and address of the person filing the complaint
- Name and address of subject of complaint (HUD recipient, contractor or subcontractor)
- Description of acts or omissions in alleged violation of Section 3
- Statement of corrective action sought i.e. training, employment or contracts

**CERTIFICATE OF CONSTRUCTION COMPLETION**

THIS IS TO CERTIFY THAT ON \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_, A FINAL INSPECTION was made of the project herein described:

**CONTRACT**

DATE: \_\_\_\_\_.

OWNER: Hidalgo County/Urban County - Precinct No, 1.

CONSTRUCTION CONTRACTOR:

OF THE CITY OF \_\_\_\_\_ STATE OF TEXAS

**PROJECT DESCRIPTION**

CONSTRUCTION OF: HIDALGO COUNTY PRECINCT No.1 TIJERINA ESTATES

UCP CONTRACT NO.: 6540-62-0309-5100-6200

located in or near the City/Pct. of: Hidalgo County Precinct No, 1.

**THIS IS TO CERTIFY:**

1. That the work has been completed in accordance with the plans and specifications and all addendum(s), change order(s), supplemental agreement(s) thereto, and with the following exceptions: \_\_\_\_\_
2. That the sum of \_\_\_\_\_ (\$\_\_\_\_\_), deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract	\$ _____
Present Amount of Contract	\$ _____
Total Amount of earned to date	\$ _____
Less: previous payments	\$ _____
Balance	\$ _____
Authorized deductions	\$ _____
<b>MOUNT OF FINAL PAYMENT</b>	<b>\$ _____</b>

6. That the final payment in the amount of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) is now due and payable.

\_\_\_\_\_  
ENGINEER'S NAME  
EULALIO RAMIREZ, P.E.

**CONCURRED BY:**

\_\_\_\_\_  
CONTRACTOR'S NAME

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**CONCURRED BY:**

\_\_\_\_\_  
*URBAN COUNTY PROGRAM*

BY: DIANA R. SERNA

TITLE: UCP DIRECTOR

<b>CONTRACTOR'S FINAL RELEASE          WAIVER OF LIENS, AND AUTHORIZATION TO          DISBURSE FUNDS</b>
--

THE STATE OF TEXAS {  
 {  
 COUNTY OF HIDALGO {

\_\_\_\_\_, doing business as \_\_\_\_\_, hereinafter "Contractor," for good and valuable consideration, the receipt of which is hereby acknowledged, **hereby unconditionally waives and releases: (i) any claim he now has or hereafter may have against Owner (herein defined) and the County of Hidalgo, State of Texas; and (ii) any and all liens and claims or rights of lien which he now has or hereafter may have upon the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes, and on any personal property located on the real property collectively referred to as the "Property;"** on account of labor, materials, supplies, equipment, or otherwise, furnished by Contractor to, or on account of, or for the Property, pursuant to a contract, hereinafter "Contract," dated \_\_\_\_\_, among Contractor, Owner, and the County of Hidalgo, State of Texas. City of \_\_\_\_\_ hereinafter "Owner," is the owner of the Property on which Contractor furnished labor, materials, supplies and/or equipment pursuant to the Contract.

Contractor represents and warrants to Owner and the County of Hidalgo that the parties listed on Exhibit "B" hereto are all of the laborers, subcontractors and suppliers used by Contractor on the Property covered by the Contract. Contractor further represents and warrants to Owner that following Owner's payment of \$ \_\_\_\_\_ through the County of Hidalgo to or on behalf of Contractor, Contractor has been paid the full amount due to Contractor under the Contract, and that Contractor: (i) has likewise paid all its laborers, subcontractors and suppliers who provided labor and materials or supplies or equipment, or any of them, or otherwise, in connection with the Contract; and/or (ii) hereby instructs the County of Hidalgo to pay directly to the parties listed on Exhibit "C" hereto, simultaneously with the execution and delivery of this release, the amount shown by such parties' names, said parties representing all the unpaid laborers, subcontractors and suppliers who provided labor or materials or supplies or equipment, or any of them or otherwise, in connection with the Contract. Contractor hereby authorizes Owner and the County of Hidalgo, as well as any escrow agents, construction agents, or title insurance companies, and their respective successors and assigns, to plead this release and waiver, to the extent it is applicable, in any suit or suits brought by Contractor, its successors, heirs, or assigns, or anyone claiming by, through or under the Contractor, to establish a claim against Owner and/or the County of Hidalgo, and/or to establish a lien upon the Property

(or to charge the same with any lien) for labor or materials or supplies or equipment, or any of them or otherwise, done, performed, furnished or delivered under the Contract.

Contractor understands and acknowledges that Owner and the County of Hidalgo are relying on the agreements, release, waivers and representations stated herein, and such agreements, release, waivers and representations are material inducements for the County of Hidalgo to release the funds it now holds related to the construction of improvements on the Property to the Contractor and/or directly to the laborers, subcontractors and suppliers listed on Exhibit "C" hereto.

Contractor understands and agrees that this release in no way discharges Contractor from his obligations of warranty of material and/or workmanship under the Contract. Without limiting the foregoing, Contractor represents and warrants to Owner that all work performed by him or under his direction on the Property has been completed in accordance with plans and specifications and the terms of the Contract.

The person signing this document represents that he or she is duly authorized to do so on behalf of the Contractor.

All of the provisions of this document shall be binding on the Contractor and his successors and assigns and shall inure to the benefit of Owner and the County of Hidalgo and their respective successors and assigns.

Executed effective as of the \_\_\_\_\_ day of \_\_\_\_\_,

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

\_\_\_\_\_  
*Name and Title*

**THE STATE OF TEXAS** {  
  {  
**COUNTY OF HIDALGO** {

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_  
*(title)*

of and on behalf of \_\_\_\_\_  
*(a corporation) (a partnership) (an individual)*

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**

**EXHIBIT "B"**

**EXHIBIT "C"**

<b>SUB- CONTRACTOR'S FINAL RELEASE          WAIVER OF LIENS, AND AUTHORIZATION TO          DISBURSE FUNDS</b>
---

THE STATE OF TEXAS {  
 {  
 COUNTY OF HIDALGO {

\_\_\_\_\_, doing business as \_\_\_\_\_, hereinafter " Sub-Contractor," for good and valuable consideration, the receipt of which is hereby acknowledged, **hereby unconditionally waives and releases: (i) any claim he now has or hereafter may have against Owner (herein defined) and the County of Hidalgo, State of Texas; and (ii) any and all liens and claims or rights of lien which he now has or hereafter may have upon the real property described on Exhibit "A" attached hereto and made a part hereof for all purposes, and on any personal property located on the real property collectively referred to as the "Property;"** on account of labor, materials, supplies, equipment, or otherwise, furnished by Sub-Contractor to, or on account of, or for the Property, pursuant to a contract, hereinafter "Contract," dated \_\_\_\_\_, among Contractor, Owner, and the County of Hidalgo, State of Texas. City of \_\_\_\_\_ hereinafter "Owner," is the owner of the Property on which Sub-Contractor furnished labor, materials, supplies and/or equipment pursuant to the Contract.

Sub-Contractor represents and warrants to Owner and the County of Hidalgo that the parties listed on Exhibit "B" hereto are all of the laborers, subcontractors and suppliers used by Contractor on the Property covered by the Contract. Sub- Contractor further represents and warrants to Owner that following Owner's payment of \$ \_\_\_\_\_ through the County of Hidalgo to or on behalf of Sub-Contractor, Sub-Contractor has been paid the full amount due to Sub-Contractor under the Contract, and that Sub-Contractor: (i) has likewise paid all its laborers, subcontractors and suppliers who provided labor and materials or supplies or equipment, or any of them, or otherwise, in connection with the Contract; and/or (ii) hereby instructs the County of Hidalgo to pay directly to the parties listed on Exhibit "C" hereto, simultaneously with the execution and delivery of this release, the amount shown by such parties' names, said parties representing all the unpaid laborers, subcontractors and suppliers who provided labor or materials or supplies or equipment, or any of them or otherwise, in connection with the Contract. Sub-Contractor hereby authorizes Owner and the County of Hidalgo, as well as any escrow agents, construction agents, or title insurance companies, and their respective successors and assigns, to plead this release and waiver, to the extent it is applicable, in any suit or suits brought by Sub-Contractor, its successors, heirs, or assigns, or anyone claiming by, through or under the Sub-Contractor, to establish a claim against

Owner and/or the County of Hidalgo, and/or to establish a lien upon the Property (or to charge the same with any lien) for labor or materials or supplies or equipment, or any of them or otherwise, done, performed, furnished or delivered under the Contract.

Sub-Contractor understands and acknowledges that Owner and the County of Hidalgo are relying on the agreements, release, waivers and representations stated herein, and such agreements, release, waivers and representations are material inducements for the County of Hidalgo to release the funds it now holds related to the construction of improvements on the Property to the Sub-Contractor and/or directly to the laborers, subcontractors and suppliers listed on Exhibit "C" hereto.

Sub-Contractor understands and agrees that this release in no way discharges Sub-Contractor from his obligations of warranty of material and/or workmanship under the Contract. Without limiting the foregoing, Sub-Contractor represents and warrants to Owner that all work performed by him or under his direction on the Property has been completed in accordance with plans and specifications and the terms of the Contract.

The person signing this document represents that he or she is duly authorized to do so on behalf of the Sub-Contractor.

All of the provisions of this document shall be binding on the Sub-Contractor and his successors and assigns and shall inure to the benefit of Owner and the County of Hidalgo and their respective successors and assigns.

Executed effective as of the \_\_\_\_\_ day of \_\_\_\_\_,

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

\_\_\_\_\_  
*Name and Title*

**THE STATE OF TEXAS** {  
  {  
**COUNTY OF HIDALGO** {

This instrument was acknowledged before me on this the \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_  
*(title)*

of and on behalf of \_\_\_\_\_  
*(a corporation) (a partnership) (an individual)*

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**

**EXHIBIT "B"**

October 16, 2012

RE: ADDENDUM NO.1  
Bid No.: 5004/05/12-77-0311-5100-7700-UCP-CJA  
Proposal: City of Sullivan City – Street  
Improvements (Maro & Valle)

Dear Gentlemen:

Attached you will find ADDENDUM NO. 1, page 1 of 1 in connection with Hidalgo County-Urban County Program – request for proposal for “street improvements/paving improvements on Maro and Valle Street in Sullivan City”

Please add ADDENDUM NO. 1 to your bid packet to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

**Acknowledge receipt** of ADDENDUM NO. 1 by signing and returning this notice no later than **Friday, October 24, 2012** at 10:00 A.M. via fax to (fax No.) or via e-mail (specific e-mail address). If you do not receive all 2 (two) pages of ADDENDUM NO. 1, please notify us immediately at (956) 318-2626.

Please be advised that this ADDENDUM NO. 1 will complete your bid packet for “street improvements/paving improvements on Maro and Valle Street in Sullivan City”

Thank you for your prompt attention to this matter.

---

Diana R. Serna, UCP Director

BY:

---

ADDENDUM NO. 1  
ACKNOWLEDGMENT OF RECEIPT

Enclosures

# **ADDENDUM NO. 1**

October 24, 2012

Project No.: **5004/05/12-77-0311-5100-7700-UCP-CJA**

Proposed Bid Opening Date: **October 31, 2012**

Proposal: **“City of Sullivan City – Street Improvements (Maro & Valle)”**

As per questions and answers posed at the Pre-Bid Conference on **October 24, 2012**, please let this addendum serve as a **FORMAL NOTICE** to all interested parties that requested bid packets for project No. 5004/05/12-77-0311-5100-7700-UCP-CJA that the following changes be made a part of your bid packet.

1. Please note that the following correction to the bid opening date which currently reads as Project No. 5004/05/12-77-0311-5100-7700-UCP-CJA Bid opening scheduled for Wednesday October 31, 2012, has been extended to Wednesday November 14, 2007 and the project identification number will remain the same.
2. Refer to Addendum No. 1 for Exhibit “A” for any changes and concerns that were posed and presented for discussion on October 22, 2012 at the Pre-Bid conference held at the Purchasing Dept., to include new items presented for bidding.
3. Replace Exhibit-B form and use attached with NO Alternates.
4. Walk thru at the Progreso CRC Building is scheduled for Monday, November 05, 2012 at 10:00 AM

All RFP sealed envelopes shall be identified with the correct project No.: **5004/05/12-77-0311-5100-7700-UCP-CJA**

I, \_\_\_\_\_, acknowledge receipt of ADDENDUM NO. 1 dated, **October 24, 2012**, for **5004/05/12-77-0311-5100-7700-UCP-CJA - “City of Sullivan City – Street Improvements (Maro & Valle)”**

---

Printed Bidder Name

---

Date

**NOTE: PLEASE SUBMIT THIS ORIGINAL  
ADDENDUM WITH YOUR PROPOSAL  
PACKET**

**HIDALGO COUNTY URBAN COUNTY PROGRAM  
PARTICIPATING BIDDER'S LOG  
SPECIFICATIONS/BID PACKETS**

**RFB-RFP-RFQ**

**BID OPENING DATE:** \_\_\_\_\_

**BID OPENING TIME:** 9:30 A.M.

**DEPARTMENT/BID DESCRIPTION:** Hidalgo County-Urban County Program "Hidalgo County Precinct No.1 – Tijerina Estates

**BID No.:** 6540-60-0309-5100-6200

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				

**\*VIA:**  
**IN PERSON (IP)**  
**TELEPHONE REQUEST (TR)**  
**BIDDER LIST MAIL OUT (BLM)**  
**E-MAIL (EM)**  
**FACSIMILE (FAX)**

# HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM**

**BID OPENING DATE:** **BID OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: HIDALGO COUNTY PRECINCT No.1 TIJERINA ESTATES**

**BID NO.: 6540-60-0309-5100-6200**

**PROCUREMENT SPECIALIST:**

BID # RFB#	NAME OF COMPANY	ADDENDUM	TOTAL PRICE	BID BOND OR CHECK INCLUDED
#1				
#2				
#3				
#4				
#5				
#6				
#7				
#8				

**HIDALGO COUNTY  
URBAN COUNTY PROGRAM**

**PROFESSIONAL SERVICES - ENGINEER / ARCHITECT**

REQUEST FOR PAYMENT NO: 3 & FINAL

CITY/PRECINCT: CITY OF YOUR CITY  
 PROJECT NAME: STREET IMPROVEMENTS  
 ENG./ARCH. FIRM: Sample Copy Engineering, Inc.  
 ADDRESS: 1549 Barrel Street  
 CITY/STATE: Your City, Texas ZIP: 78500

Contract Amount: \$ 50,000.00  
 ACCOUNT No.: 5099-00-0311-5000-0000

SCOPE OF SERVICES	ESTIMATED AMOUNT	% COMPLETED TO DATE	TOTAL DUE	LESS PREVIOUS PAYMENTS	AMOUNT DUE THIS REQUEST
Preliminary Phase <b>25%</b>	7,500	100	7,500	7,500	0
Design Phase <b>60%</b>	35,000	100	35,000	35,000	0
Construction Phase <b>15%</b>	12,500	100	12,500	0	12,500
Additional Services					
Reimbursable Expenses*					
<b>TOTAL</b>	<b>\$ 50,000</b>		<b>50,000</b>	<b>42,500</b>	<b>12,500</b>

\*\*Please **ATTACH** supporting documents to this request\*\*

*I the undersigned certify that the above is true and correct to the best of my knowledge.*

\_\_\_\_\_  
 Engineer/Architect Signature                      Date

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 City/Precinct/UCP Signature                      Date

\_\_\_\_\_  
 (Print Name)

**HIDALGO COUNTY**  
**URBAN COUNTY PROGRAM**  
**PROJECT - REQUEST FOR PAYMENT**

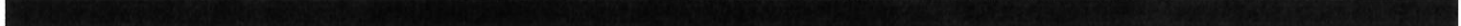
City/Precinct: \_\_\_\_\_  
 Project Name: \_\_\_\_\_  
 Contractor: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State & Zip: \_\_\_\_\_

Account Number: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Request for Payment No: \_\_\_\_\_

Original Contract Amount .....	\$	_____
Net Changes by Change Orders .....	\$	_____
Total Contract Amount to Date .....	\$	_____



Estimated % Project Completion to Date: _____%	
Total Completed to Date .....	\$ _____
Add: Materials on Hand (verified by Engineer) .....	\$ _____
Total Contract Earned .....	\$ _____
Less: Retainage 10% .....	\$ _____
Net Contract Earned .....	\$ _____
Less: Previous Request for Payments .....	\$ _____
Total Amount Due This Request .....	\$ _____



Please accept the **ATTACHED** contractor's invoice as supporting documentation for this request for payment.

*The project (is), (is not) on schedule as per contract time allowed.*

\_\_\_\_\_  
 Prepared by (Contractor)                      Date

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Approved by (Engineer)                      Date

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Approved by (City/Precinct)                      Date

\_\_\_\_\_  
 Print Name



**HIDALGO COUNTY  
URBAN COUNTY PROGRAM  
UCP CONTRACT CHANGE ORDER REQUEST**

CITY/PCT.  (Address)	DATE  CHANGE ORDER NO.
CONTRACTOR/FIRM (Name & Address)  Phone #:	_PROJECT/NAME/ACCT. NO.
You are hereby requested to comply with the following changes from the contract plans and specifications:	


Final Quantitative Adjustments

Unit Prices

Quantitative Addition


Quantitative Deletion

Time Extension

Other

REASON:

Contract price prior to change order ..... \$ \_\_\_\_\_.

Net Increase/Decrease of this Change Order ..... \$ \_\_\_\_\_.

Contract Price with Change Order ..... \$ \_\_\_\_\_.

Increase/Decrease in time \_\_\_\_\_ days.



# NOTICE OF CONTRACT EXPIRATION

PROJECT NAME: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

PROJECT ACCOUNT NUMBER(S): \_\_\_\_\_

---

This is to inform you that \_\_\_\_\_ of \_\_\_\_\_  
Construction Company Address

\_\_\_\_\_, agreed to commence work for the above referenced project on or after  
City/State

the specified "Notice to Proceed" date that was issued to you on \_\_\_\_\_ and to fully  
Date NTP Issued

complete the project within \_\_\_\_\_ consecutive calendar days thereafter. Please let this  
No. of Days

serve as a formal notice that the above referenced contract is set to expire on \_\_\_\_\_  
Contract Expiration Date

and the sum of (\$XXX.XX) XXX hundred dollars and zero cents will be incurred, as liquidated  
Daily Liquidated Damage Amount

damages, for each consecutive calendar day thereafter as provided in the construction contract

and Paragraph 19 of the General Conditions.

---

**Antonio Barco, Deputy Director**  
**Urban County Program**  
**1916 Tesoro Blvd.**  
**Pharr, Texas 78577**  
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