PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

November 5, 2020

RE: ADDENDUM NO. 1
For RFB NO. *2020-608-11-18-ABV*
FM 2812- Hidalgo County Head Start Program Parking Lot Improvements

Dear Respondents:

Attached you will find **ADDENDUM NO. 1,** in connection with Hidalgo County's Request for Bids for **"FM 2812- Hidalgo County Head Start Program Parking Lot Improvements"**

If you do not receive all items listed in **ADDENDUM NO. 1** please notify us immediately at 956-318-2626, extension 4865.

A submission response to this Request for Bids may be **deemed incomplete** without the acknowledgement of this **ADDENDUM NO. 1** signed and returned as part of your submission.

Thank you for your prompt attention to this matter.

Alexandra Vela

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
P.P. Alexandra Vela
Contract Specialist II

Enclosures
MLS/abv

PURCHASING DEPARTMENT
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September 25, 2020

ADDENDUM NO. 1

RFB NO.: 2020-608-11-18-ABV

"FM 2812- Hidalgo County Head Start Program Parking Lot Improvements"

PLEASE NOTE CHANGES AS FOLLOWS:

1. Insert Cover page in front of complete packet.
    a. *Cover letter with Professional Engineer Stamp.*
2. Replace Table of Contents with attached file updated Table of Contents (2 pages)
    b. *Changes made to include Updated Table of contents additional pages.*
3. Replace Item (7a) plans page 181(16 pages) in its entirety, with the attached file "Final Plans" (18 pages).
    c. *Changes made to the plans.*

I acknowledge receipt of ADDENDUM NO. 1 dated, November 5, 2020 for **"FM 2812- Hidalgo County Head Start Program Parking Lot Improvements"**

BY: _____

Signature

Print Name:_____

Company Name:_____

Date: _____

PURCHASING DEPARTMENT
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HIDALGO COUNTY
TABLE OF CONTENTS
RFB No: 2020-608-11-18 -ABV
"FM 2812-Hidalgo County Head Start Program Parking Lot Improvements"

(Including all funding sources, programs, and entities)

Item	Description	No. of Pages
1.	Cover sheet and Request for Bids Letter	2
2.	Advertisement	1
3.	Request for Bids Table of Contents	2
4.	Request for Bids, Legal Notice	12
5.	Information for Bidders	5
6.	Bid Bond	2
7.	Technical Specifications	157
7a.	Plans	18
8.	Bid Tabulation	1
9.	Construction Contract (Draft)	2
10.	General Notes and Standard Specifications	49
11.	Statement of Credentials	6
12.	Payment and Performance Bond	7
13.	Prevailing Wages Rate Certificate	1
14.	Exhibit- C Insurance Requirements	6

15.	Exhibit D, (CIQ) Conflict of Interest Questionnaire	3
16.	Exhibit E, Vendor/Bidder Application and W-9 Form(s)	9
17.	Exhibit F, Certification Regarding Debarment	2
18.	Exhibit G, Title VI Appendices “A” thru “E”	6
19.	Exhibit H, Required Contract Clauses for Contracts Under Federal Award (if applicable)	15
20.	Exhibit I, FHWA 1273	13
21.	Exhibit J, Proposer’s Affidavit	2
22.	RFB Submittal Check List	1

The above-mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through e-mail or by U.S. Mail. Thank you.

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR

FM 2812 – Hidalgo County Head Start Program Parking Lot Improvements

BID NO. 2020-606-11-18-ABV

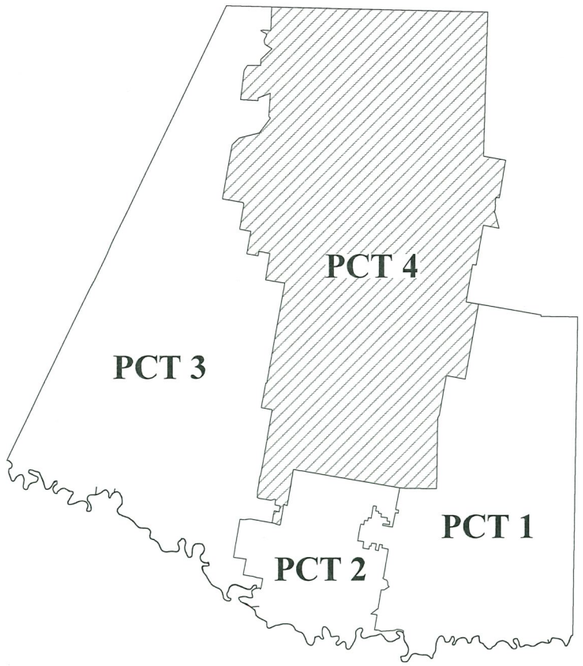
NOVEMBER 18, 2020

10/30/20

STATE OF TEXAS
OMAR CANO
120081
LICENSED
PROFESSIONAL ENGINEER

PREPARED FOR:
Hidalgo County Precinct No. 4

PREPARED BY:
Hidalgo County Drainage District No. 1



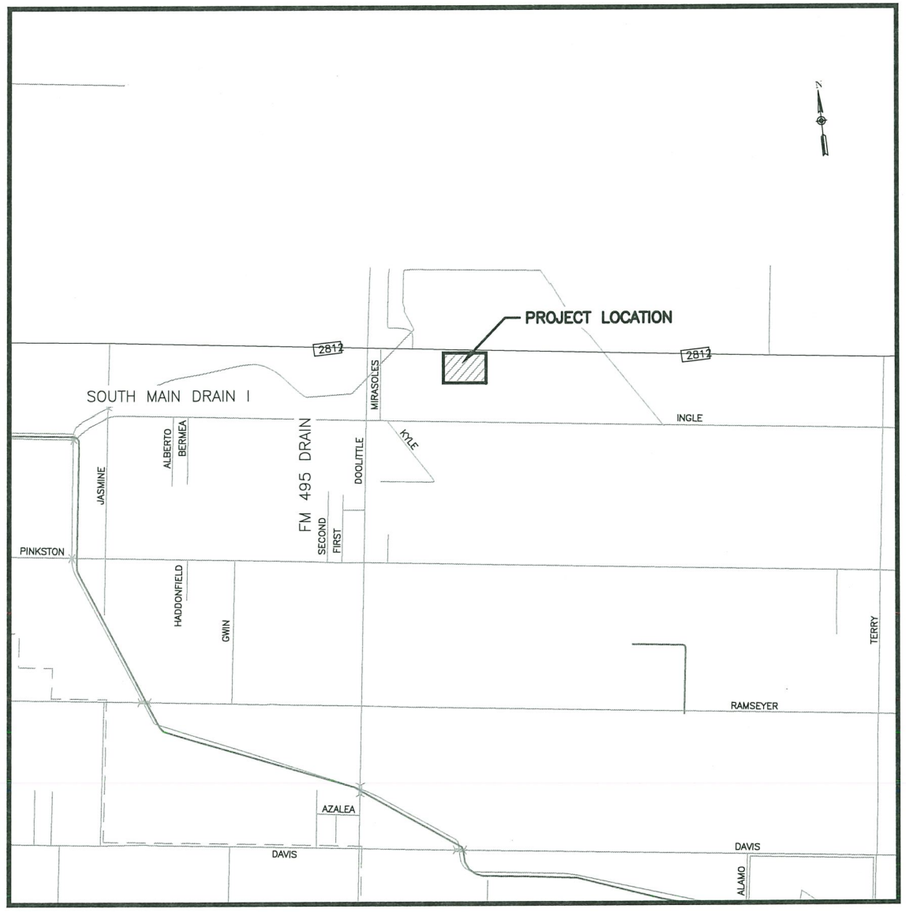
JUDGE RICHARD F. CORTEZ
CHAIRMAN OF THE BOARD

COMMISSIONER DAVID L. FUENTES
BOARD MEMBER

COMMISSIONER EDUARDO "EDDIE" CANTU
BOARD MEMBER

COMMISSIONER JOE M. FLORES
BOARD MEMBER

COMMISSIONER ELLIE TORRES
BOARD MEMBER



LOCATION MAP - SCALE: 1"=3000'

HIDALGO COUNTY 4 PRECINCT FOUR

HIDALGO COUNTY DRAINAGE DISTRICT No.1 HCDD1

RAUL E. SESIN, P.E., C.F.M.
HIDALGO COUNTY DRAINAGE DISTRICT No. 1
GENERAL MANAGER
HIDALGO COUNTY FLOODPLAIN
ADMINISTRATOR

HIDALGO COUNTY PRECINCT No. 4

FM 2812 - HIDALGO COUNTY HEAD START PROGRAM PARKING LOT IMPROVEMENTS

REVISIONS

DATE:	COMMENTS:

STATE OF TEXAS
OMAR CANO
120081
LICENSED PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Omar Cano P.E. No. 120081 on the above designated date.

10/30/20

OMAR CANO – P.E. No. 120081

Drawing: S:\HCDD1 – PROJECTS\E-19-091 Hidalgo County Headstarts Improvements\Design\CAD\dwg\P&P Sheets\01-Cover Sheet.dwg) Plotted by: aracely.veliz
Layout Tab: Cover Sheet Date: 11/03/2020 Time: 05:39:42 PM

INDEX

NO.	DESCRIPTION
GENERAL	
G01–01	COVER SHEET
G01–02	SHEET LISTING INDEX
G01–03	SYMBOLS, LEGENDS, & ABBREVIATIONS
G01–04	GENERAL NOTES
G01–05	GENERAL NOTES
PLAN AND PROFILE SHEET	
C01–01	HORIZONTAL LAYOUT
C01–02	PROPOSED IMPROVEMENTS
C01–03	STORM SYSTEM–PLAN AND PROFILE (STA. 0+00 TO STA. 4+50)
C01–04	PROP. PAVING AND GRADING PLAN
C01–05	FENCING & SIDEWALK PLAN
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Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
902 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL:(956) 292–7080
www.hcdd1.org

FM 2812 - HIDALGO COUNTY HEADSTARTS
PROGRAM PARKING LOT IMPROVEMENTS

SHEET LISTING INDEX

STATE OF TEXAS
OMAR CANO
120081
LICENSED PROFESSIONAL ENGINEER

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OMAR CANO – P.E. No. 120081

PROJECT NO.	E-19-091
SCALE:	N/A
DRAWN BY:	A.V.
CHECKED BY:	O.C.
TOPO BY:	E.I./C.T.
SHEET:	G01–02

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ABBREVIATIONS

A	ASPHALT	IGV	IRRIGATION GATE VALVE
ADR	ASPHALT DRIVE	IGW	IRRIGATION GATEWELL
APV	ASPHALT PAVEMENT	ISP	IRRIGATION STAND PIPE
AVE	AVENUE	INV	INVERT
BM	BENCHMARK	IV	IRRIGATION VENT
BOC	BACK OF CURB	LT	LEFT
CONC.	CONCRETE	LOT	LOT CORNER
CONST.	CONSTRUCT	MB	MAIL BOX
CL	CENTER LINE	MH	MANHOLE
CDR	CONCRETE DRIVE	MON	MONUMENT
CPV	CONCRETE PAVEMENT	N.T.S	NOT TO SCALE
CA	CALICHE	NAIL	NAIL
CADR	CALICHE DRIVE	NAWSC	NORTH ALAMO WATER SUPPLY CORPORATION
CARD	CALICHE ROAD	NG	NATURAL GROUND
CFN	CHAIN LINK FENCE	OHE	OVERHEAD ELECTRIC LINE
CI	CURB INLET	PFL	PIPE FLOW LINE
CLV	CULVERT	PGL	PROPOSED GRADE LINE
CP	CONTROL POINT	PL	PROPERTY LINE
CPV	CONCRETE PAVEMENT	PP	POWER POLE
CR	CENTER OF ROAD	PROP	PROPOSED
CRB	CURB	PV	PAVEMENT
CSM	CABLE SPOT MARKING	PVC	PVC PIPE
D	DIRT	RT	RIGHT
DR	DRIVE	RCP	REINFORCED CONCRETE PIPE
DDR	DIRT DRIVE	RIP	RIP-RAP
DT	DITCH	RD	ROAD
DTB	DITCH BOTTOM	RM	REFERENCE MARKER
DTBB	DITCH BOTTOM OF BERM	ROW	RIGHT-OF-WAY
DTE	DITCH EDGE	RR	RAIL ROAD
DTFL	DITCH FLOW LINE	RSD	ROAD SIDE DITCH
DTT	DITCH TOP	RW	RETAINING WALL
DTTB	DITCH TOP OF BERM	SBOT	SWALE BOTTOM
DTTOE	DITCH TOE	SDL	STORM DRAIN LINE
EXIST.	EXISTING	SEP	SEPTIC TANK COVER
ESMT.	EASEMENT	SET	SAFETY-END TREATMENT
EBX	ELECTRIC BOX	SP	SERVICE POLE
EOCA	EDGE OF CALICHE	SPOL	SIGNAL POLE TRAFFIC
EOP	EDGE OF PAVEMENT	STOP	SWALE TOP
EW	EDGE OF WATER	STA	STATION
EWL	END WALL	SW	SIDEWALK
FG	FINISHED GRADE	TELBX	TELEPHONE BOX
FH	FIRE HYDRANT	TBX	TRAFFIC CONTROL BOX
FL	FLOW LINE	TMKR	TELEPHONE MARKER
FM	FARM-TO-MARKET	TOA	TOP OF ASPHALT
FN	FENCE	TOC	TOP OF CURB
FOC	FIBER OPTIC CABLE	TOW	TOP OF WATER
FOCM	FIBER OPTIC CABLE MARKING	TR	TREE
G	GRAVEL	TRNS	TRANSFORMER
GDR	GRAVEL DRIVE	TSL	TRAFFIC SIGNAL LIGHT
GL	GAS LINE	TSM	TELEPHONE LINE SPOT MARKING
GLMKR	GAS LINE MARKER	VA	VALVE
GLSM	GAS LINE SPOT MARKING	WB	WATER BIBB
GM	GAS METER	WDFN	WOODEN FENCE
GV	GAS VALVE	WFN	WIRE FENCE
GW	GUY WIRE	WL	WATER LINE
HCDR	HIDALGO COUNTY DEED RECORDS	WLSM	WATER LINE SPOT MARKING
HCOR	HIDALGO COUNTY OFFICIAL RECORDS	WM	WATER METER
HCMR	HIDALGO COUNTY MAP RECORDS	WP	WOODEN POST
HCR	HANDICAP RAMP	WV	WATER VALVE
HDW	HEADWALL	WWSM	WASTE WATER LINE SPOT MARKING
HWM	HIGH WATER MARK	YD	YARD DRAIN
IR	IRON ROD		
IRS	IRON ROD SET		

SYMBOLS

- Iron Pipe
- Iron Rod
- Tree
- Sign
- HL&P Tower
- Mhel (Manhole electric)
- Power pole
- Pptrn (Power Pole w/transformer)
- Guy (Down guy)
- Gas meter (Gm)
- Gv (Gas valve)
- Mhsn (Sanitary sewer manhole)
- Snco (Clean out)
- Culv (Culvert pipe)
- Grinl (Grate inlet)
- Mhst (Storm sewer manhole)
- Sgnstp (Stop sign)
- Trjb (Traffic junction box)
- Tripl (Traffic light pole)
- Fh (Fire hydrant)
- Wm (Water meter)
- Wv (Water valve)
- Shrub
- Acap (Aluminum cap)
- Bdisk (Brass disk)
- Fnd IP (Iron Pipe found)
- Fnd IR (Iron Rod found)
- Nail
- Bm (Benchmark)
- Rowmkr (R.O.W. marker)
- Irr Box
- Irr standpipe
- Irr gate valve
- Grdpst (Guardrail post)
- Mailbox
- Stsgn (Street sign)
- Palm
- Catvbox (Cable Tv box)
- Ebox (Electrical box)
- Eltrn (Electrical transformer)
- Emkr (Electrical marker)
- Lp (Light Pole)
- Pplt (Power pole w/light)
- Pipe
- Gasreg (Gas regulator)
- Mhgs (Mahole Gas)
- Pipvnt (Pipe vent/stand pipe)
- Wvmkr (Water valve marker)
- Crbinl (Curb Inlet)
- Trlt (Traffic light)
- Trsgn (Traffic sign)
- Tsbox (Traffic signal box)
- Tsigpl (Traffic signal pole)
- Mhtel (Manhole telephone)
- Pbox (Telephone pedestal)
- Phmkr (Telephone marker)
- Tlbox (Telephone box)
- Tljnc (Telephone junction box)
- Tlpol (Telephone pole)
- Spkhd (Sprinkler head)
- Wtrwell (Water well)
- Water Bibb
- Cps (Cotton Picker Spindle)

LEGEND

- WATER PIPE
- SANITARY SEWER PIPE
- STORM DRAIN PIPE
- IRRIGATION PIPE
- TELEPHONE LINE
- FIBER OPTIC CABLE
- GAS LINE
- OVERHEAD ELECTRICAL LINE
- WOOD FENCE
- HOG-WIRE FENCE
- CHAINLINK FENCE
- SILT FENCE
- RIGHT-OF-WAY LINE

NOTE:
THE (HORIZONTAL AND/OR VERTICAL LOCATION OF EXISTING UNDERGROUND UTILITIES AS ILLUSTRATED ON THESE PLANS IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION IN THE AREA OF SAID UTILITIES. CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION/EXCAVATING IN THE AREA OF EXISTING UTILITIES

UTILITY COMPANY:	CONTACT PERSON:	PHONE:
DIG-TESS		800-DIG-TESS
A.E.P.	Juan Ramirez, P.E.	956-283-2437
MAGIC VALLEY	Jose Barco	956-289-4049
SPECTRUM (CHARTER)	Ruben Flores	956-354-3248
AT&T	Chistopher B. Luna	956-630-8651
HIDALGO COUNTY DRAINAGE DISTRICT #1	Noe Saldivar	956-292-7080
NORTH ALAMO WATER SUPPLY CORPORATION	Richard Garcia	956-383-1618
SANTA CRUZ IRRIGATION DISTRICT NO. 15	Joe Hinojosa	956-383-3441
TEXAS GAS SERVICE	Mike Martinez	956-444-3926
TXDOT	Pedro Alvarez, P.E.	956-702-6101
CITY OF EDINBURG	Juan Jose Flores	956-292-2122

QUANTITY ABBREVIATIONS

AC	ACRE
CF	CUBIC FEET
CY	CUBIC YARD(S)
EA	EACH
LF	LINEAR FEET
LS	LUMP SUM
SF	SQUARE FEET
SY	SQUARE YARD(S)

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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FM 2812 - HIDALGO COUNTY HEADSTART PROGRAM PARKING LOT IMPROVEMENTS

SYMBOLS, LEGENDS & ABBREVIATIONS

STATE OF TEXAS
OMAR CANO
120081
LICENSED PROFESSIONAL ENGINEER

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10/30/20

OMAR CANO – P.E. No. 120081

PROJECT NO.	E-19-091
SCALE:	N/A
DRAWN BY:	A.V.
CHECKED BY:	O.C.
TOPO BY:	E.I./C.T.
SHEET:	G01-03

Drawing: S:\HCDD1 - PROJECTS\E-19-091 Hidalgo County Headstarte Improvements\Design\CAD\dwg\P&P Sheets\03-Symbols_Legends & Abbreviations.dwg)
Layout Tab: General_Notes Date: 11/03/2020 Time: 08:42:07 PM

GENERAL NOTES:

1. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1, AND HIDALGO COUNTY PCT. NO. 4.
2. CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT MR. RICHARD GARCIA WITH NORTH ALAMO WATER SUPPLY CORP. (N.A.W.S.C.) 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 383–1618 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL DIG TESS 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR UTILITY SPOTTING @ (1–800–DIG–TESS).
4. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT MR. BOBBY RUSTY MCDANIEL WITH HIDALGO COUNTY IRRIGATION DISTRICT No. 1 (H.C.I.D. No. 1) 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 383–3886 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.
5. THE CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATION OF EXISTING FACILITIES PRIOR TO BEGINNING ANY EXCAVATION.
6. LOCATIONS OF UNDERGROUND FACILITIES ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE OWNER OR ENGINEER, WARRANT THE ACCURACY OF THE INFORMATION PROVIDED. ANY DEVIATIONS SHALL BE CALLED TO THE ENGINEER'S ATTENTION IMMEDIATELY.
7. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE CORRESPONDING UTILITY CORPORATION IN REGARDS TO THE RELOCATION/ADJUSTION OF ANY CONFLICTING UTILITIES. THE RELOCATION/ADJUSTMENT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
8. THE CONTRACTOR SHALL PROVIDE ACCESS TO EXISTING RESIDENCES AND BUSINESSES AT ALL TIMES.
9. ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
10. THE CONTRACTOR SHALL REMOVE ALL FENCES LOCATED WITHIN THE EASEMENTS, INTERFERING WITH CONSTRUCTION OPERATION AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH A NEW FENCE OR UNDAMAGED ORIGINAL FENCING. REMOVAL AND REPLACEMENT OF EXISTING AND TEMPORARY FENCES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
11. NO OPEN EXCAVATION SHALL BE LEFT OPEN OVERNIGHT. ALL EXCAVATIONS WHICH CANNOT BE BACKFILLED OVERNIGHT SHALL BE COVERED. AS A MINIMUM, WITH STEEL PLATING WHEN IN PAVED AND UNPAVED AREAS SUBJECT TO VEHICULAR LOADING; ¾ PLYWOOD, WOOD PLANKING WITH O.S.H.A. ORANGE PLASTIC EXPANDED MESH BARRIER AROUND PERIMETER IN UNPAVED AREAS NOT SUBJECT TO VEHICULAR LOADING, OR AS APPROVED BY THE ENGINEER.
12. THE PREPARATION OF THESE PLANS REFLECTS INFORMATION, PROVIDED BY OTHERS, ON THE APPROXIMATE LOCATION AND EXISTENCE OF EXISTING UTILITY AND ADJACENT PHYSICAL FEATURES. HOWEVER, THEY DO NOT IMPLY OR AFFIRM THAT ALL UTILITIES OR PHYSICAL FEATURES ARE SHOWN. GENERALLY, UTILITY SERVICE CONNECTIONS ARE NOT INDICATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR NOTIFICATIONS OF THE OWNER IMMEDIATELY UPON ENCOUNTERING UNFORESEEN CONFLICTS.
13. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UTILITIES ARE SHOWN, CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR TO BE FULLY RESPONSIBLE FOR DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE EXISTING UTILITIES.
14. PUBLIC AND PRIVATE UTILITY LINES AND CUSTOMER SERVICE LINES MAY EXIST THAT ARE NOT SHOWN ON THE CONSTRUCTION DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, MAINTAIN AND PROTECT THE INTEGRITY OF THESE LINES. HAND EXCAVATION MAY BE REQUIRED. THE CONTRACTOR SHALL RESTORE RELOCATED OR DIVERTED UTILITY TO ITS ORIGINAL CONDITION AND LOCATION WHEN APPLICABLE UPON COMPLETION OF CONSTRUCTION. SAID RESTORATION SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
15. THE CONTRACTOR SHALL ADJUST EXISTING N.A.W.S.C. WATER LINES AS REQUIRED TO INSTALL DRAINAGE IMPROVEMENTS SAID ADJUSTMENTS SHALL BE COORDINATED WITH N.A.W.S.C. PRIOR TO COMMENCEMENT OF WORK. SAID WATER LINE ADJUSTMENT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
16. THE CONTRACTOR TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHTS–OF–WAY OF THE CITY, COUNTY, OR STATE.
17. DURING EXCAVATION OPERATIONS FOR DRAINAGE AND/OR UTILITIES, THE CONTRACTOR SHALL NOT PILE EXCAVATED MATERIAL OR EXCAVATE WITHIN THE DRIP LINE OF TREES THAT ARE TO BE PRESERVED.
18. WHERE NEW WATER LINES AND SEWER LINES ARE INSTALLED WITH A SEPARATION DISTANCE CLOSER THAN NINE FEET (I.E., WATER LINES CROSSING WASTEWATER LINES, WATER LINES PARALLELING WASTEWATER LINES, OR WATER LINES NEXT TO MANHOLES) THE INSTALLATION MUST MEET THE REQUIREMENTS OF 30 TAC 317 (DESIGN OF SEWAGE SYSTEMS) OR 30 TAC 290 (WATER HYGIENE).
19. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER AND SEWER CONNECTIONS TO ALL HOMES AND BUSINESSES IN WORKING ORDER AT ALL TIMES, EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE FOR CONNECTIONS TO BE REINSTALLED. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT. CONTRACTOR IS RESPONSIBLE FOR DAMAGES TO SAID SERVICES.
20. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE OF PROPOSED FACILITIES AT ALL TIMES DURING CONSTRUCTION.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AREA BETWEEN THE BACK OF CURB/EDGE OF PAVEMENT, ROAD SIDE DITCH AND RIGHT–OF–WAY TO HAVE POSITIVE FLOW TO THE PROPOSED DRAINAGE SYSTEM.
22. THE CONTRACTOR SHALL PROVIDE/MAINTAIN ADEQUATE POSITIVE DRAINAGE AT ALL TIMES DURING THE INSTALLATION OF THE STRUCTURES, DRAINAGE, UTILITY, IRRIGATION AND ROAD IMPROVEMENTS. DEWATERING OF THE TRENCH MAY BE REQUIRED DURING THE INSTALLATION OF THE DRAINAGE, UTILITY AND IRRIGATION FACILITIES/STRUCTURES. SAID DEWATERING SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
23. THE CONTRACTOR SHALL CLEANUP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO INSTALLATION OF ALL ITEMS TO BE CONSTRUCTED.
24. ALL DEBRIS, VEGETATION AND SURPLUS MATERIAL, RESULTING FROM DEMOLITION AND/OR CLEARING OF THE RIGHT–OF–WAY IN PREPARATION OF PROPOSED IMPROVEMENTS SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE PROPERLY DISPOSED OF AT A SITE ACCEPTABLE TO HIDALGO COUNTY PRECINCT No 4. THE CONTRACTOR SHALL PROVIDE A LETTER STATING SO. THIS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED SO. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS WITHOUT WRITTEN PERMISSION FROM THE AFFECTED PROPERTY OWNER AND THE HIDALGO COUNTY DRAINAGE DISTRICT No 1. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN THE AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND CONTRACTOR SHALL REMOVE THE MATERIAL AT OWN COST.
25. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION AND SUBMITTAL OF THE TRENCH EXCAVATION PROTECTION PLAN. CONTRACTOR SHALL SUBMIT CONSTRUCTION DETAILS AND DESIGN CALCULATIONS BEARING THE SEAL OF A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS BEFORE CONSTRUCTING THE SHORING AND/OR UTILIZING A TRENCH PROTECTION SYSTEM (BOX). THE ENGINEER RESERVES THE RIGHT TO REJECT DESIGNS NOT MEETING THE REQUIREMENTS OF SECTION ITEM 402 AND 403.
26. THE CONTRACTOR SHALL BE RESPONSIBLE TO FOLLOW ALL T.C.E.Q. STORM WATER POLLUTION PREVENTION PLAN (SWP3) REQUIREMENTS AS PER SWP3 SHEETS AND AS STATED IN TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM CONSTRUCTION GENERAL PERMIT (TPDES TXR150000, EFFECTIVE DATE MARCH 5, 2008), INCLUDING N.O.I. SUBMITTAL AND MS4 NOTIFICATION.
27. FLEXIBLE BASE AGGREGATE SHALL MEET THE REQUIREMENTS IN THE TABLE BELOW. NEW CALICHE MATERIAL SHALL BE TREATED WITH 0.5% LIME BY DRY WEIGHT OF MATERIAL IF THE PLASTICITY INDEX OF SAID MATERIAL IS GREATER THAN 12.

TYPE E (CALICHE)		
PROPERTY	TEST METHOD	REQUIREMENT
2–1/2" SIEVE (CUMULATIVE, % RET)	Tex–110–E	0
1–3/4" SIEVE (CUMULATIVE, % RET)	Tex–110–E	0–10
#4 SIEVE (CUMULATIVE, % RET)	Tex–110–E	45–75
#40 SIEVE (CUMULATIVE, % RET)	Tex–110–E	50–85
LIQUID LIMIT, % MAX	Tex–104–E	40
PLASTICITY INDEX, % MAX	Tex–106–E	12
WET BALL MILL, % MAX	Tex–116–E	50
WET BALL MILL, % MAX INCREASE PASSING #40 SIEVE	Tex–116–E	20

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
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FM 2812 - HIDALGO COUNTY HEADSTARTS
PROGRAM PARKING LOT IMPROVEMENTS

GENERAL NOTES

STATE OF TEXAS
OMAR CANO
120081
LICENSED
PROFESSIONAL ENGINEER

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10/30/20
OMAR CANO – P.E. No. 120081

PROJECT NO. E-19-091
SCALE: N/A
DRAWN BY: A.V.
CHECKED BY: O.C.
TOPO BY: E.I./C.T.
SHEET: G01–04

Drawing: S:\HCDD1 – PROJECTS\E-19-091 Hidalgo County Headstarts Improvements\Design\CAD\dwg\P&P Sheets\04–05–General Notes.dwg)
Layout Tab: GENERAL NOTES Date: 11/03/2020 Time: 05:43:06 PM

GENERAL NOTES (CONT):

28. ALL ROAD CROSSINGS SHALL BE REPLACED WITH A MINIMUM OF 8" COMPACTED CALICHE AND 2" HMAC OR LIKE SECTION, WHICHEVER IS GREATER.

29. THE DRAINAGE DISTRICT WILL PROVIDE CONTROL POINTS (BENCHMARK AND PROPERTY CORNERS) FOR THE WORK TO BE PERFORMED BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING, INCLUDING BUT NOT LIMITED TO HORIZONTAL & VERTICAL GRADE CUTS FOR CURB & GUTTER, ROADWAY, STORM DRAIN PIPE, ROADSIDE DITCHES, DRIVEWAY CULVERTS AND DITCH WORK.

30. ELBOW FOR RCP OR HPP BEING PROPOSED AT THE END OF LINES SHALL BE PRE-FABRICATED AND SECURED TO THE PIPE WITH A CONCRETE COLLAR (TYPICAL ON ALL PIPE ELBOW INSTALLATIONS.) ELBOW SHALL BE REQUIRED AT ALL LOCATIONS SHOWN ON THE PLANS. THIS SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL. PRE-FABRICATED ELBOWS SHALL BE FIELD CONFIRMED BY THE CONTRACTOR.

31. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPROVING ALL EXISTING DRIVEWAYS. CALICHE, DIRT OR ASPHALT DRIVEWAYS SHALL BE REPLACED WITH 3" COMPACTED CALICHE AND 1" ACP. CONCRETE DRIVEWAYS SHALL BE REPLACED WITH 4" CONCRETE WITH REINFORCEMENT AS PER DETAILS. THIS SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED ON THE PROPOSAL.

32. FOR ALL PITS OR QUARRIES, COMPLY WITH THE "TEXAS AGGREGATE QUARRY AND PIT SAFETY ACT."

33. THE CONTRACTOR SHALL RELOCATE OR RECONSTRUCT ALL MAIL BOXES TO BE 1' BEHIND BACK OF CURB OR 3' BEHIND EDGE OF PAVEMENT. MAIL BOXES SHALL BE REPLACED TO THE SAME EXISTING CONDITIONS OR BETTER. SAID RELOCATION AND/OR RECONSTRUCTION OF MAIL BOXES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

34. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL EXISTING WATER VALVES AND MANHOLES TO MATCH PROPOSED FINISH GRADE OF ROADWAY. CONCRETE COLLARS SHALL BE INSTALLED TO MATCH TOPS WITH PAVEMENT GRADE. THIS WORK SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED OTHERWISE.

35. THE CONTRACTOR SHALL INSURE A 6" MINIMUM COVER FOR DRIVEWAY CULVERTS. THE RELAYING OR REMOVAL OF DRIVEWAY PIPE CULVERTS SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED ON THE PROPOSAL.

36. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT/RELOCATION OF ALL REGULATORY SIGNS REMOVED DUE TO CONSTRUCTION OPERATIONS WITH THE SAME SIGN ON FIXED SUPPORT(S) IMMEDIATELY UPON ITS REMOVAL. APPROVAL BY THE ENGINEER IS NECESSARY BEFORE REMOVING ANY REGULATORY ROADWAY SIGN(S). FLAGGERS ARE REQUIRED TO BE AVAILABLE TO DIRECT TRAFFIC DURING SIGN INTERMEDIATE DOWN TIME. RELOCATION OF ANY DIRECTIONAL SIGN ASSEMBLIES REMOVED DURING CONSTRUCTION OPERATIONS IMMEDIATELY UPON THEIR REMOVAL IS REQUIRED. THESE SIGNS SHALL BE RELOCATED TO A LOCATION IN ACCORDANCE WITH THE LATEST VERSION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". IN NO CASE WILL A SIGN BE REMOVED WITHOUT A REPLACEMENT SIGN AND SUPPORT(S) BEING READILY AVAILABLE AND A LOCATION ESTABLISHED. REMOVAL AND RELOCATION OF THESE SIGNS WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED ON THE PROPOSAL.

37. ALL CONSTRUCTION OPERATIONS SHALL BE CONDUCTED TO PROVIDE THE LEAST POSSIBLE INTERFERENCE TO TRAFFIC AS PROVIDED FOR IN THE SPECIFICATIONS, TxDOT STANDARDS, TEXAS M.U.T.C.D. AND/OR AS DIRECTED. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE CURRENT EDITION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

38. THE CONTRACTOR SHALL ABANDON AND CAP ANY PORTION OF PIPE LINE (STORM, IRRIGATION, ETC.) FOUND WITHIN THE PROPOSED PIPE TRENCH, AT THE ENGINEERS REQUEST. ONCE APPROVED BY THE ENGINEER, THE PIPE TO BE ABANDONED SHALL BE CAPPED AND SEALED WITH CEMENT AT BOTH ENDS OF THE TRENCH. THIS SHALL BE CONSIDERED SUBSIDIARY UNLESS OTHERWISE STATED.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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FM 2812 - HIDALGO COUNTY HEADSTART
PROGRAM PARKING LOT IMPROVEMENTS

GENERAL NOTES

STATE OF TEXAS
OMAR CANO
120081
LICENSED
PROFESSIONAL ENGINEER

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10/30/20

OMAR CANO – P.E. No. 120081

PROJECT NO.	E-19-091
SCALE:	N/A
DRAWN BY:	A.V.
CHECKED BY:	O.C.
TOPO BY:	E.I./C.T.
SHEET:	G01–05

Drawing: S:\HCDD1 – PROJECTS\E-19-091 Hidalgo County Headstarts Improvements\Design\CAD\dwg\P&P Sheets\04-05-General Notes.dwg)
Layout Tab: GENERAL NOTES Date: 11/03/2020 Time: 05:43:33 PM

LEGEND

- EXIST. OAK TREES
- POWER POLE
- STOP SIGN
- TELEPHONE LINE
- ELECTRIC LINE
- EXIST. FENCE

HIDALGO COUNTY HEAD START PROGRAM

ONE STORY BLOCK & STUCCO BUILDING FFE = 95.59'

EXIST. PARKING LOT

EXIST. RETENTION POND

N

80.00' 301.22' 14.90' 27.60' 59.15' 26.05' 4.00' 237.67' 105.16' 18.50' 29.00' 35.00' 81.00' 60.06' 29.26' 8.22' 22.58' 22.61' 7.37' R4.50' R4.50' 19.50' 5.50' 13.50' (TYP.) R4.50' R13.50' R4.50' 12 SP. @ 9'=108.00' 9.00' 10.72' 26.00' 10.00' 9.00' 6 SP. @ 9'=54.00' 8.00' 234.72' 8.45' 4.00' 24.00' 24.25' 3.00' (TYP.) 15.58' 28.79' R11.51' R4.50' 6.65' 11.50' (TYP.) R11.46' R11.50' 8.00' (TYP.) 18.00' (TYP.) 9.00' R4.49' 48.60' 16.00' 12.00' 25.00' 12.00' 16.00' 12.00' 16.00' 12.00' 16.00' 12.00' 25.00' 12.00' 16.00' 202.00'

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FM 2812 - HIDALGO COUNTY HEAD START PROGRAM PARKING LOT IMPROVEMENTS

HORIZONTAL LAYOUT

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SCALE:	1"=20'
DRAWN BY:	A.V.
CHECKED BY:	O.C.
TOPO BY:	E.I./C.T.
SHEET:	C01-01

Drawing: S:\HCDD1 – PROJECTS\E-19-091 Hidalgo County Headstarts Improvements\Design\CADD\dwg\PP&P Sheets\C01-01_Horizontal Layout.dwg)
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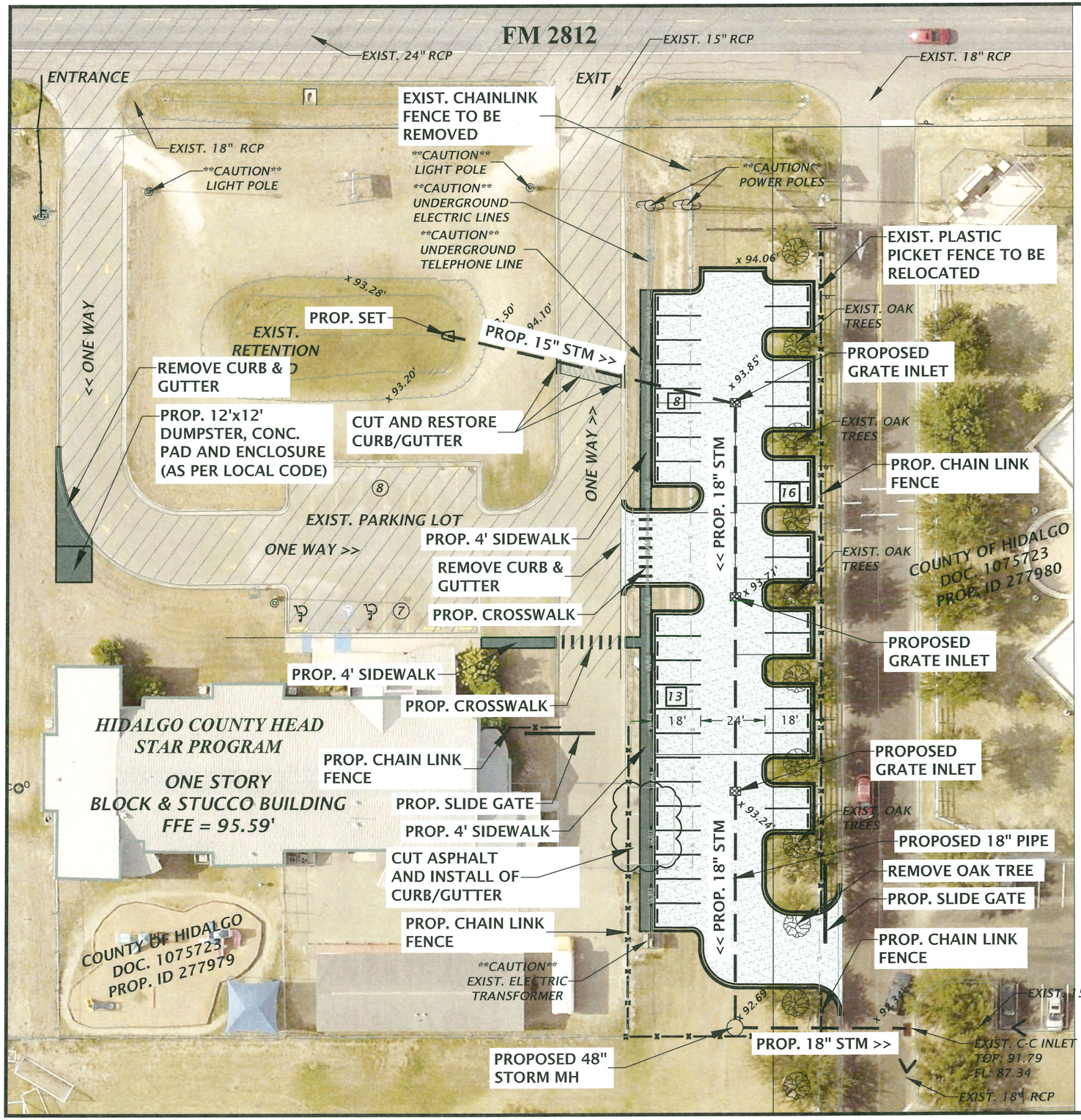
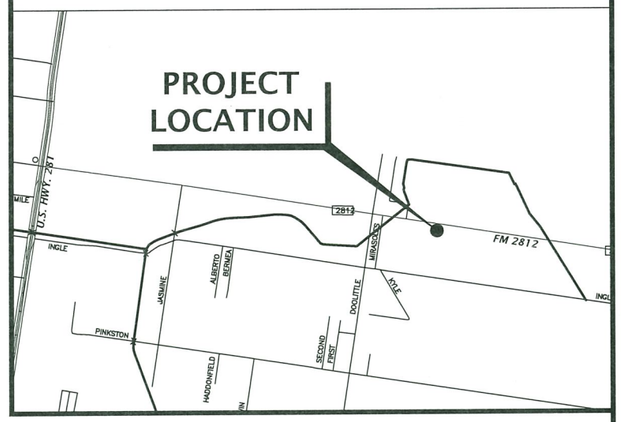
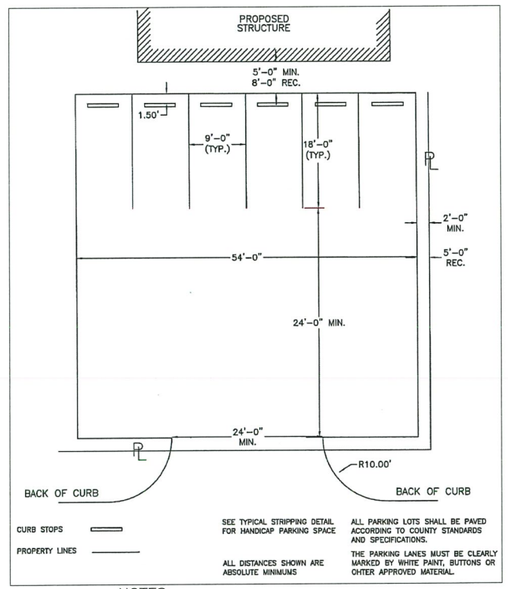


N

LOCATION MAP





NOTES:

1. ADDRESS:
   3500 EAST FM 2812,
   EDINBURG, TX 78539.
2. 17 EXISTING PARKING SPACES
   1 HANDICAP PARKING SPACE
   (2 OF THE EXISTING PARKING SPACES WILL TURN INTO HANDICAP SPACE TO HAVE A TOTAL OF 3 HANDICAP PARKING SPACES). 3 EXISTING PARKING SPACES ARE TO BE REMOVED,
3. 37 PROPOSED PARKING SPACES.
4. TOTAL NUMBER OF PARKING SPACES WILL BE 48 AND 3 HANDICAP SPACES.
5. PARKING SPACE DESIGN AS PER HIDALGO COUNTY PLANNING DEPARTMENT DETAILS.

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FM 2812 - HIDALGO COUNTY HEAD START PROGRAM IMPROVEMENTS

PROPOSED IMPROVEMENTS

STATE OF TEXAS
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OMAR CANO – P.E. No. 120081

PROJECT NO. E-19-091
SCALE: FULL: 1"=40' / HALF: 1"=20'
DRAWN BY: A.V.
CHECKED BY: R.S./N.S.
TOPO BY: E.I./C.T.
SHEET: C01–02

Drawing: S:\HCDD1 – PROJECTS\E-19-091 Hidalgo County Headstarts Improvements\Design\CAD\dwg\V&P Sheets\C01-02_Pop. Improvements.dwg)
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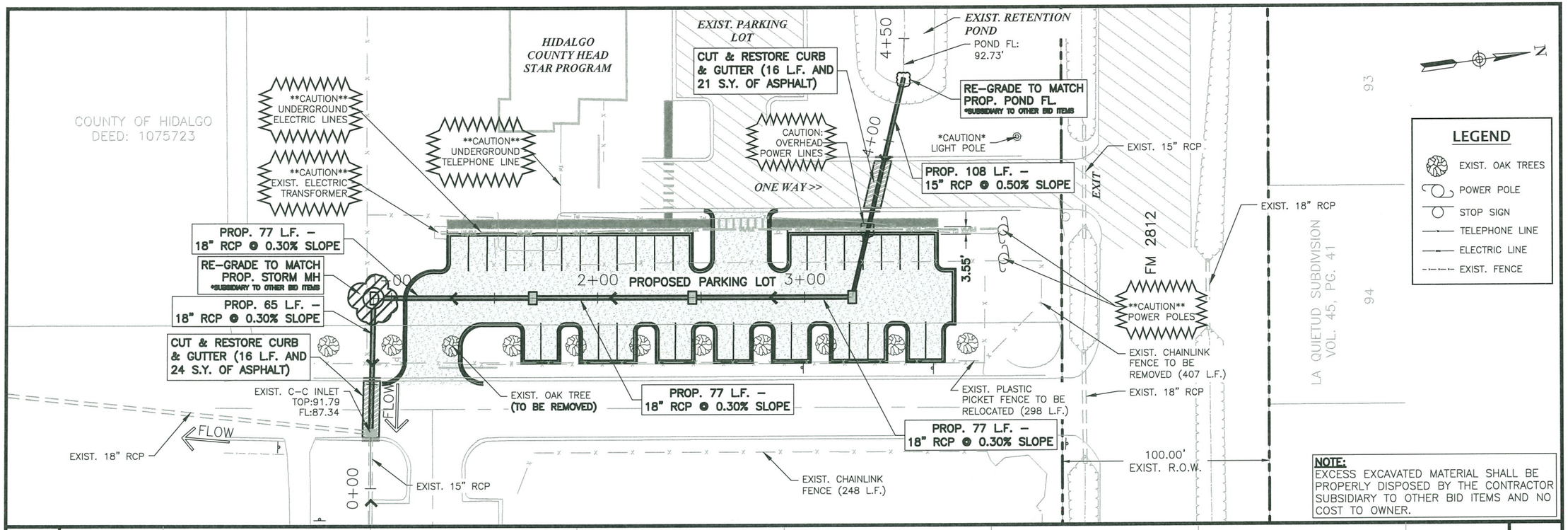

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Raul E. Sesin P.E., C.F.M.
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FM 2812 - HIDALGO COUNTY HEAD START PROGRAM PARKING LOT IMPROVEMENTS

STORM SYSTEM-PLAN AND PROFILE
STA. 0+00 - STA. 4+50

STATE OF TEXAS
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LICENSED PROFESSIONAL ENGINEER

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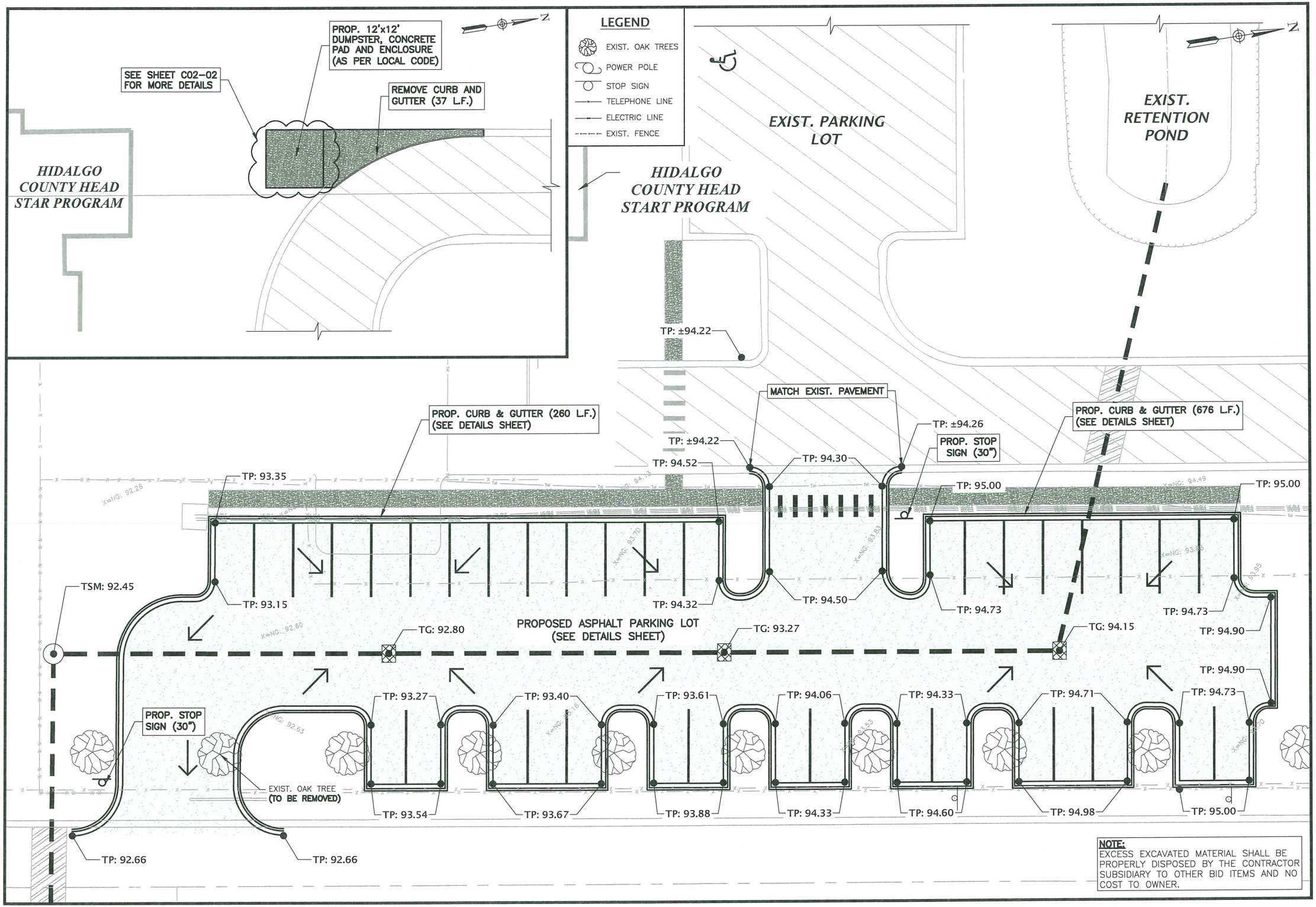
PROJECT NO.	E-19-091
SCALE:	H.1"=50' / V.1"=5'
DRAWN BY:	A.V.
CHECKED BY:	O.C.
TOPO BY:	E.I./C.T.
SHEET:	C01–03

Drawing: S:\HCDD1 – PROJECTS\E-19-091 Hidalgo County Headstarts Improvements\Design\CAD\dwg\P&P Sheets\C01-03_Storm System P&P.dwg)
Layout Tabs: Layout1 Date: 11/04/2020 Time: 10:48:39 AM



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FM 2812 - HIDALGO COUNTY HEAD START PROGRAM PARKING LOT IMPROVEMENTS

PROP. PAVING AND GRADING PLAN

STATE OF TEXAS
OMAR CANO
120081
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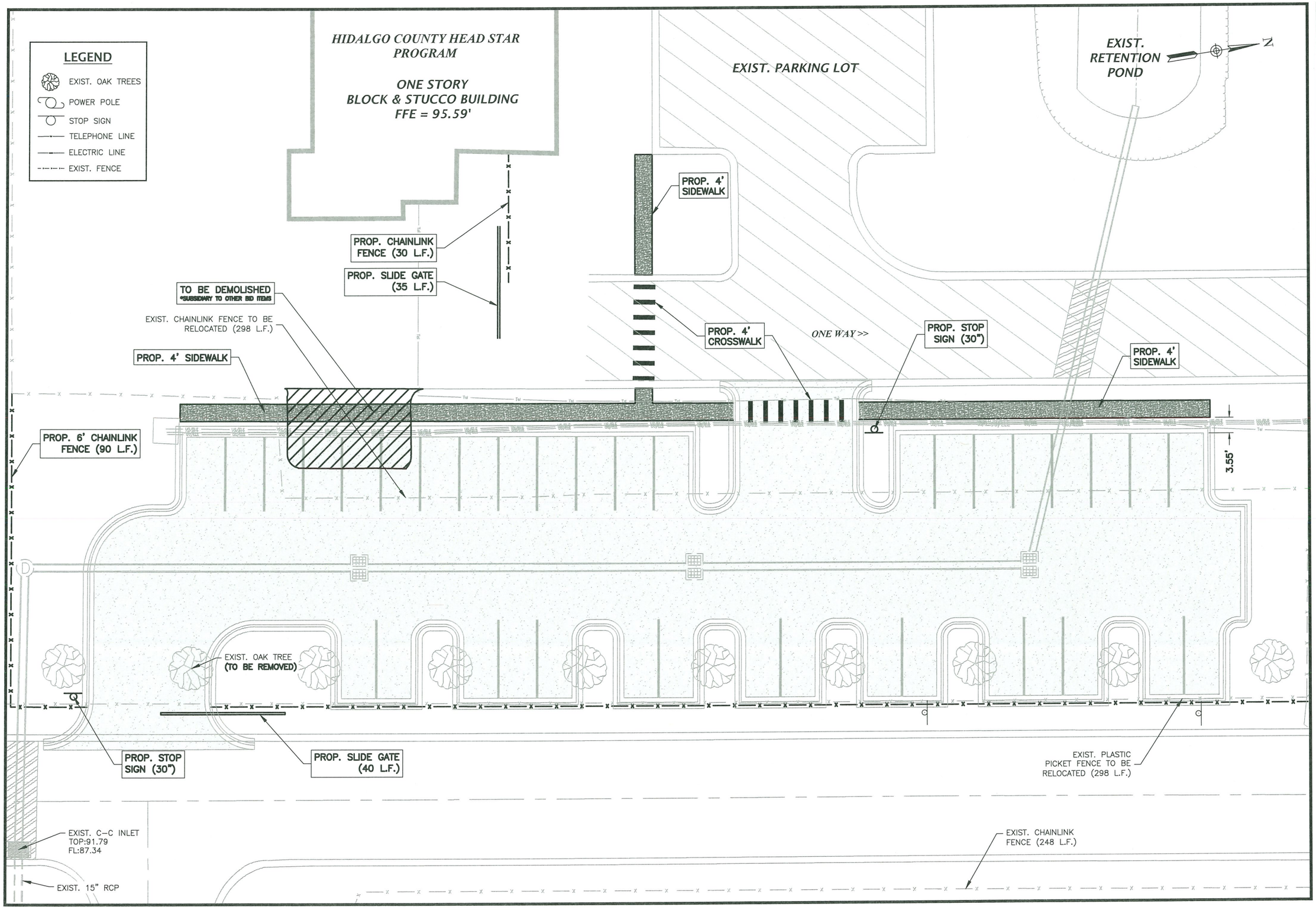
SCALE:	1"=20'
DRAWN BY:	A.V.
CHECKED BY:	O.C.
TOPO BY:	E.I./C.T.
SHEET:	C01-04

Drawing: S:\HCDD1\E-19-091 Hidalgo County Headstarts Improvements\Design\CAD\dwg\P&P Sheets\C01-04_Prop. Paving and Grading Plan (Parking Lot).dwg
Layout Tab: Prop Schematic Date: 11/04/2020 Time: 10:49:25 AM



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FM 2812 - HIDALGO COUNTY HEAD START PROGRAM PARKING LOT IMPROVEMENTS

FENCING AND SIDEWALK PLAN

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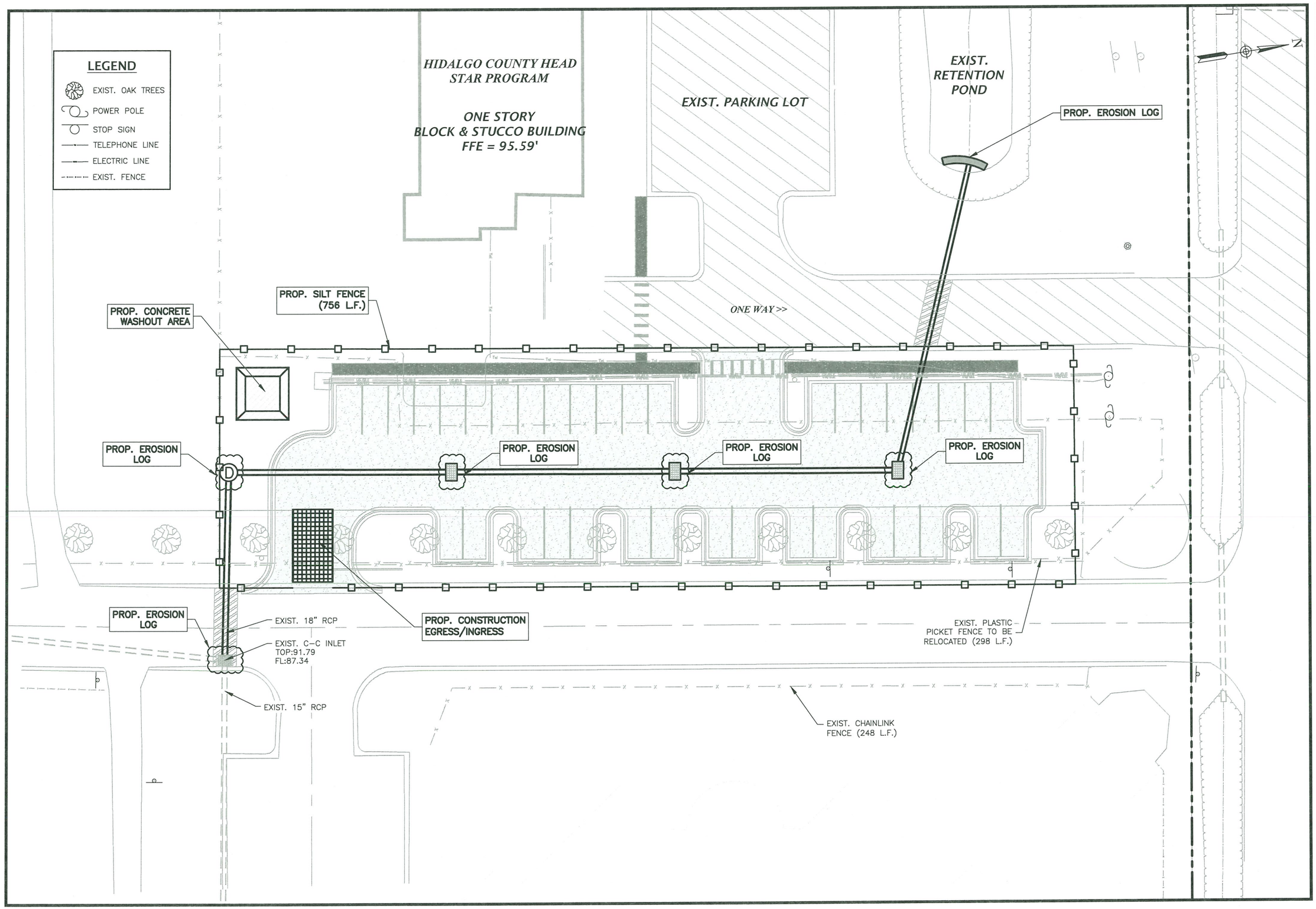
TOPO BY:	E.I./C.T.
SHEET:	C01-05

Drawing: S:\HCDD1 - PROJECTS\E-19-091 Hidalgo County Headstarts Improvements\Design\CAD\dwg\PS&P Sheets\C01-04_Fencing & Sidewalk Plan.dwg)
Layout Tab: Layout1 Date: 11/03/2020 Time: 05:35:24 PM



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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FM 2812 - HIDALGO COUNTY HEAD START PROGRAM PARKING LOT IMPROVEMENTS

EROSION CONTROL PLAN

STATE OF TEXAS
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PROJECT NO.	E-19-091
SCALE:	1"=30'
DRAWN BY:	A.V.
CHECKED BY:	O.C.
TOPO BY:	E.I./C.T.
SHEET:	C01–06

Drawing: S:\HCDD1 - PROJECTS\E-19-091 Hidalgo County Headstarts Improvements\Design\CAD\dwg\P&P Sheets\C01-06_Erosion Control Plan.dwg)
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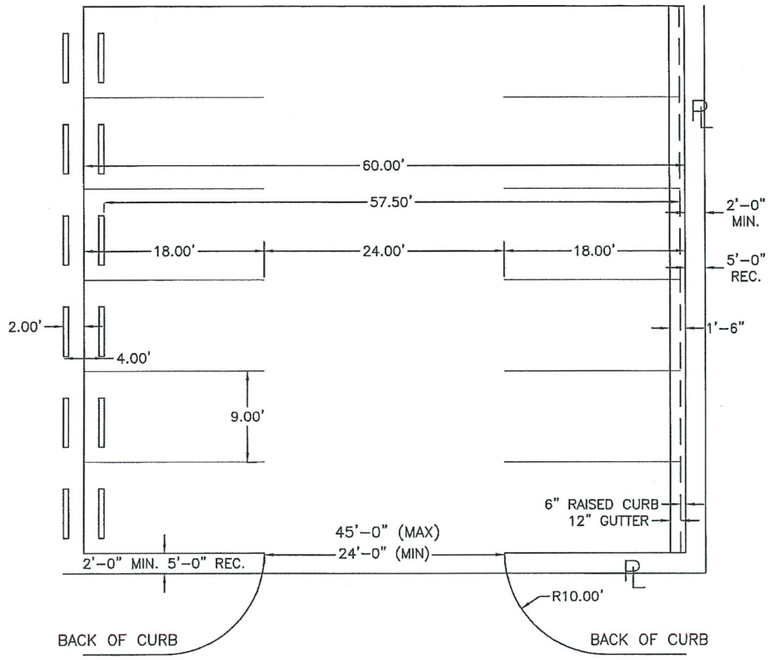
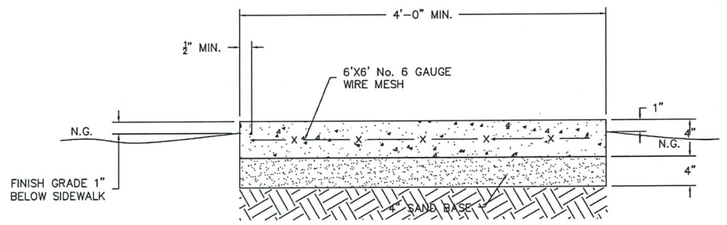


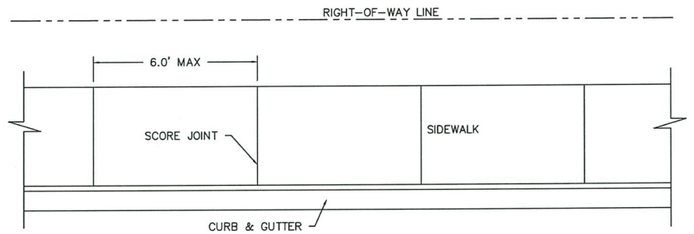
STRIPPING PLAN

NOT TO SCALE

TYPICAL SIDEWALK



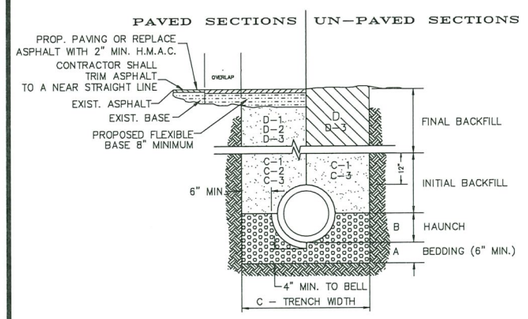
SECTION A-A



SCORE JOINT 1/4" THINKNESS OF SIDEWALK
ESPANSION JOINT EVERY 30'
JOINT IN CENTER OF SIDEWALK IF OVER 15' WIDE

PLAN VIEW OF URBAN SECTION

NOT TO SCALE



STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. COMPACTED THICKNESS = 6") – PIT RUN GRAVEL ¾" MAX SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 + 12", MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4 FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS, COUNTY ROADS & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II WITH A MAXIMUM P.I. OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D. FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III OR IV, COMPACTED TO 92% S.P.D. (12" LOOSE LIFT, MECHANICAL COMPACTION).

D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS AND COUNTY ROADS– SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

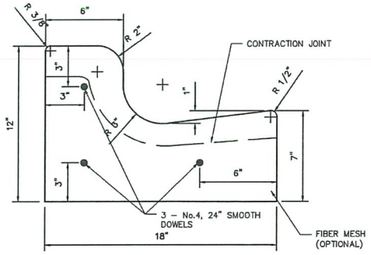
D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D-3 FINAL BACKFILL FOR STRUCTURES (INLETS, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR SOIL TYPE A1, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 19 BACKFILL MATERIAL. STRUCTURES BEYOND 5 FT FROM THE E.O.P./B.O.C. SHALL HAVE CLASS I, II, III OR IV (ASTM D2321) BACKFILL MATERIAL. FOUNDATION PREPARATION (WELLPOINTS, MINIMUM 4" GRAVEL OR CEMENTS STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% S.P.D. (USE RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8".

NOTES: 1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. FOR D-1 AND D-2 THE COMPACTION REQUIREMENT SHALL BE 95% S.P.D. WITHIN 12 IN. BELOW THE FLEXIBLE BASE.
3. FOR PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF THE TRENCH WIDTH IS WITHIN 5 FT. FROM THE E.O.P./B.O.C.
4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.

STORM TRENCH BEDDING AND BACKFILL DETAIL

NOT TO SCALE

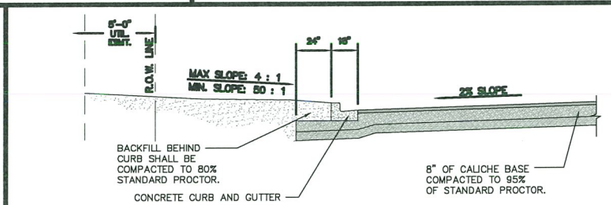


GENERAL NOTES:

1. CONCRETE SHALL BE 3000 PSI COMPRESSIVE STRENGTH AT 28 DAY
2. ALL CONCRETE WORK SHALL BE TREATED WITH MEMBRANE CURING COMPOUND TYPE 2 WHITE PIGMENTED ACCORDANCE WITH TEXAS DEPARTMENT OF TRANSPORTATION DEPARTMENTAL MATERIALS SPECIFICATIONS ITEM 4650. CONSIDERED INCIDENTAL TO CONCRETE WORK.
3. ½"EXPANSION JOINTS REQUIRED AT 40' C.C. AND AT THE BEGINNING AND END OF ALL RADII. CONTRACTION JOINTS SHALL NOT EXCEED 10' C.C.
4. EXPANSION JOINTS SHALL HAVE ½" EXPANSION JOINT MATERIAL AND 3 No.4 24" SMOOTH DOWEL BARS COATED TO PREVENT BOND.

CURB AND GUTTER DETAIL

NOT TO SCALE



FLEXIBLE BASE (TYPE E GRADE 4) SHALL CONFORM TO THE FOLLOWING REQUIREMENTS , PRIOR TO THE ADDITION OF LIME:

Retained on Sg. Sieve	Percent Required
2"	0
⅞"	20 – 60
No. 4	40 – 75
No. 40	70 – 90
Max. Pi:	15
Max. Wet Ball Pi:	15
Wet Ball Mill Max Amount	50

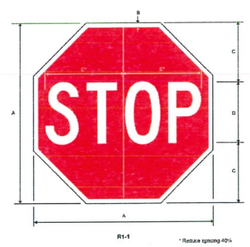
(*) TO BE DETERMINED BY GEO-TECHNICAL REPORT.

NOTES:

1. IF AN ALTERNATIVE PAVEMENT SECTION IS REQUESTED, A PAVEMENT DESIGN ANALYSIS WILL BE REQUIRED FOR APPROVAL BY THE DIRECTOR OF PUBLIC WORKS.
2. FOR STREETS SERVING A SUBDIVISION WITH NO STREET TREES (LESS THAN 16 LOTS).

CROSS SECTION

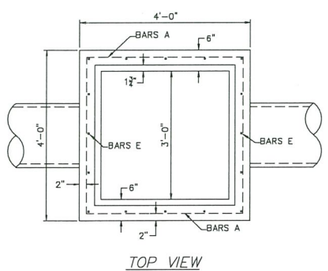
NOT TO SCALE



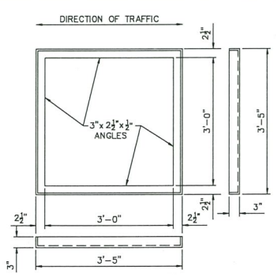
A	B	C	D	E
18	375	6	8C	7.75
30	.79	10	10C	12.5
36	.875	12	12C	15
48	1.25	16	16C	20

STOP SIGN

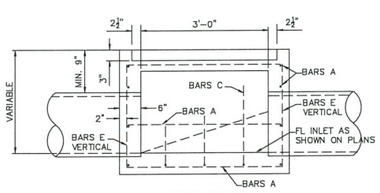
NOT TO SCALE



TOP VIEW



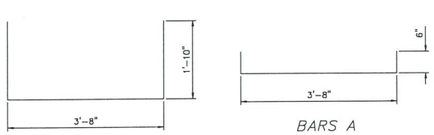
FRAME DETAIL



SIDE VIEW

TYPE "C" GRATE INLET

NOT TO SCALE



BARS C BARS A

REINFORCING STEEL DETAILS

NOTE: 1. ALL STEEL TO BE No. 4 BARS ON 12" SPACING IN BOTH DIRECTIONS EXCEPT IN TOP SLAB OR MANHOLE.
2. ALL GRATE INLET COVERS SHALL BE PEDESTRIAN SAFE COVERS. OPENINGS SHALL BE NO GREATER THAN 3/8" WIDE.
3. INLET SHALL BE PLACED ON 6-INCH SAND BEDDING. SUBGRADE SHALL BE COMPACTED TO 95% DENSITY

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
902 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL:(956) 292-7080
www.hcdd1.org

Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator

FM 2812 - HIDALGO COUNTY HEAD START PROGRAM - PARKING LOT IMPROVEMENTS

DETAILS

STATE OF TEXAS
OMAR CANO
120081
LICENSED PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Omar Cano P.E. No. 120081 on the above designated date.

10/30/20

OMAR CANO –

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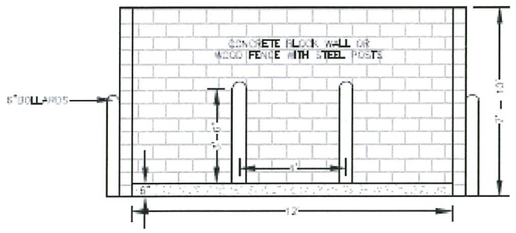
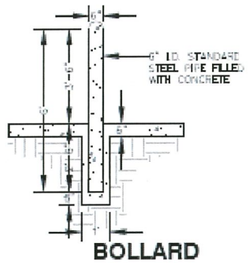
DRAWN BY:	A.V.
CHECKED BY:	O.C.
TOPO BY:	E.I./C.T.
SHEET:	C02-01

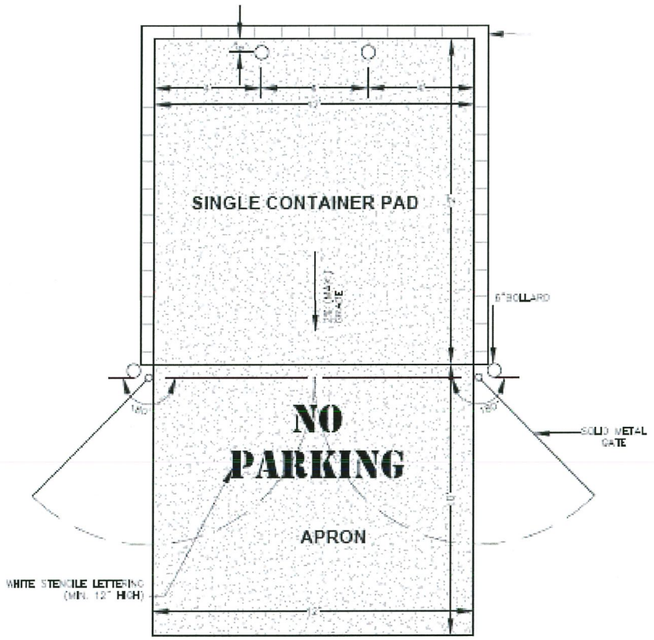




SINGLE WASTE CONTAINER ENCLOSURE

5 0 5

SCALE FEET



SECTION - SINGLE WASTE CONTAINER ENCLOSURE

NOT TO SCALE

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator

902 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL: (956) 292-7080
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FM 2812 - HIDALGO COUNTY HEAD START

PROGRAM - PARKING LOT IMPROVEMENTS

DETAILS

STATE OF TEXAS
OMAR CANO
120081
LICENSED
PROFESSIONAL ENGINEER

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10/30/20

OMAR CANO – P.E. No. 120081

PROJECT NO.	E-19-091
SCALE:	N.T.S.
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CHECKED BY:	O.C.
TOPO BY:	E.I./C.T.
SHEET:	C02–02

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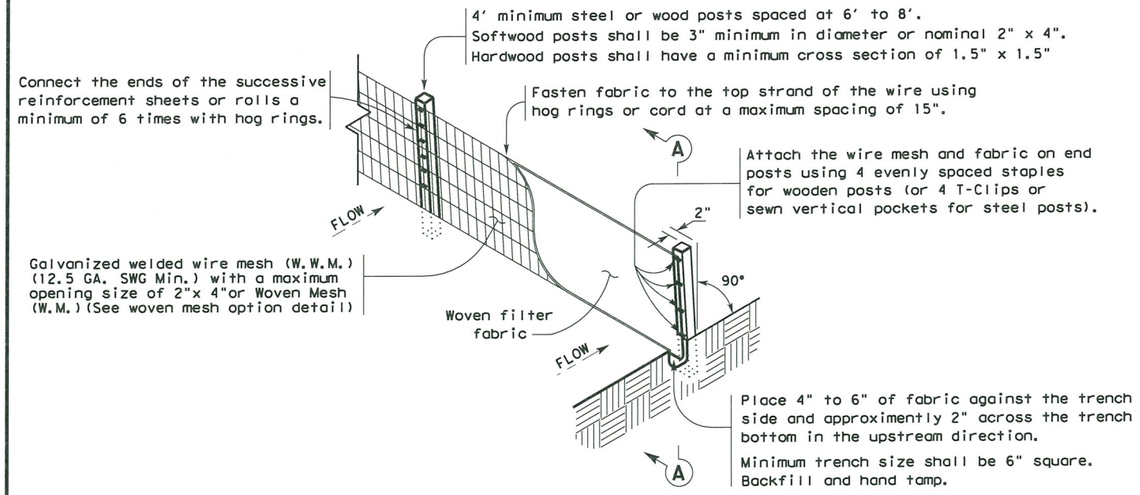
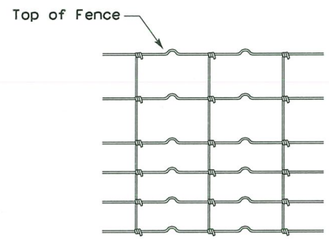
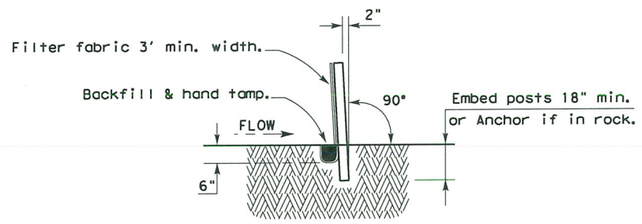


TEMPORARY SEDIMENT CONTROL FENCE

SCF





SECTION A-A

HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA.SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT^2. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

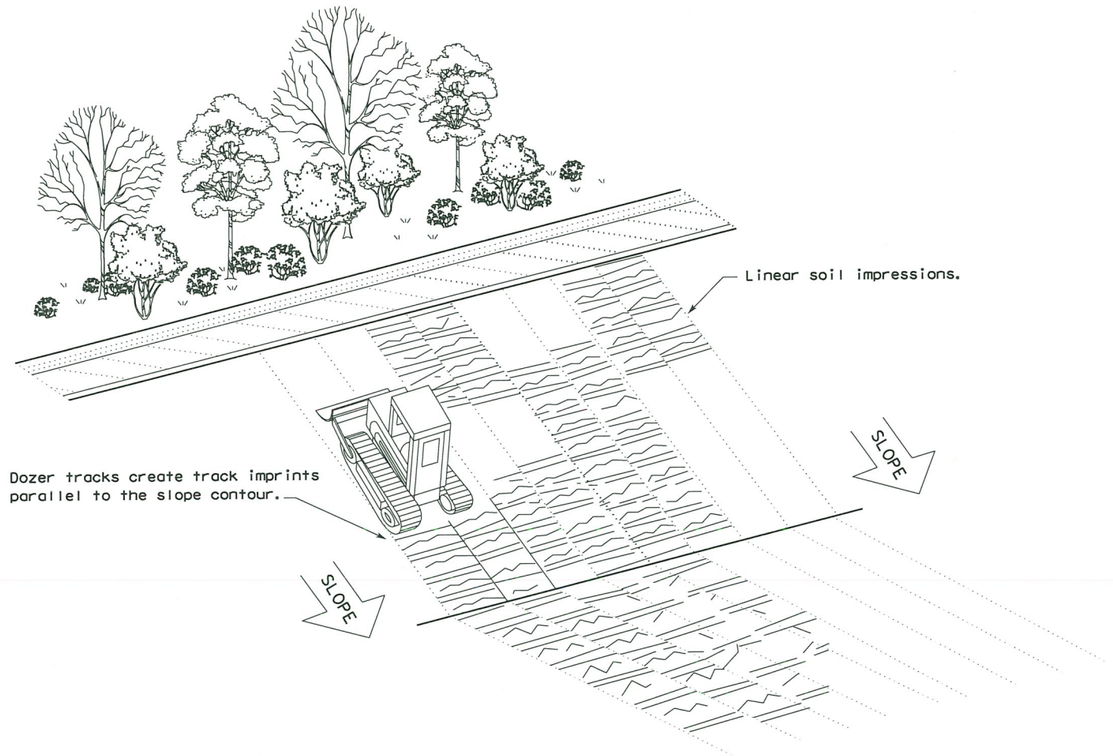
LEGEND

Sediment Control Fence

SCF

GENERAL NOTES

1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
2. Perform vertical tracking on slopes to temporarily stabilize soil.
3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
4. Do not exceed 12" between track impressions.
5. Install continous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.



VERTICAL TRACKING

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FENCE & VERTICAL TRACKING

EC(1)-16

FILE: ec116	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS	
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	DIST	COUNTY		SHEET NO.	

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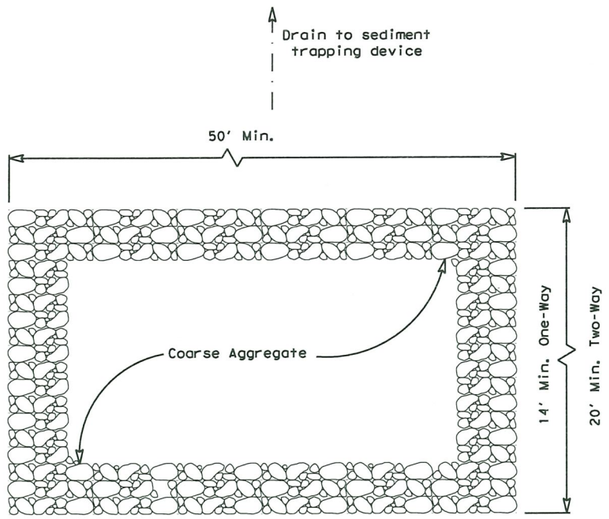
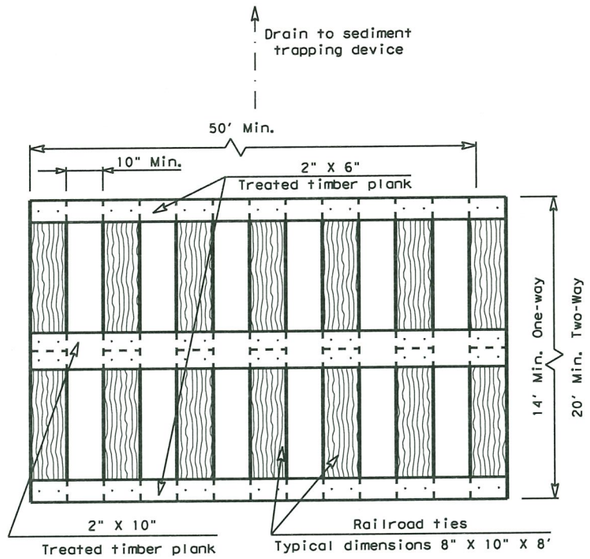
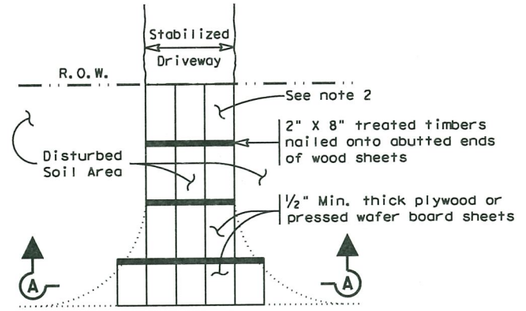


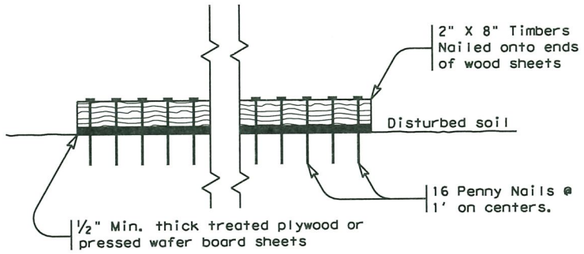
PLAN VIEW



PLAN VIEW



PLAN VIEW



SECTION A-A

CONSTRUCTION EXIT (TYPE 3)

SHORT TERM

ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 1)

ROCK CONSTRUCTION (LONG TERM)

ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 2)

TIMBER CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 1)

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other materialas approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
7. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.

GENERAL NOTES (TYPE 2)

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad ties with ½"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
8. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.

GENERAL NOTES (TYPE 3)

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

CONSTRUCTION EXITS

EC(3)-16

FILE: ec316	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS	
©TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY	
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	DST	CTY		$EC(3)A-16$	

DATE: $DATE$
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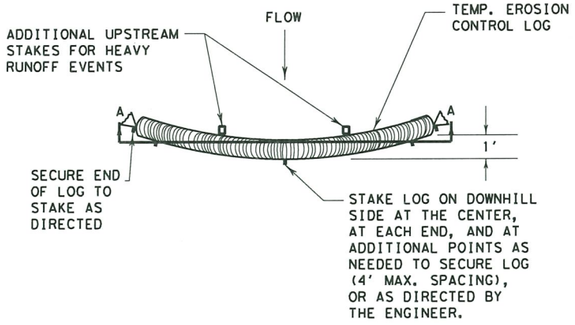
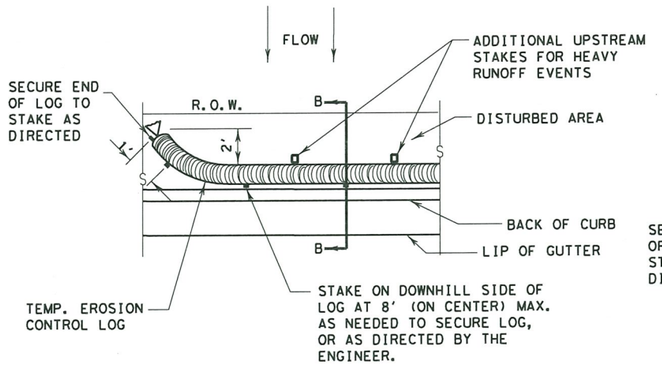


PLAN VIEW



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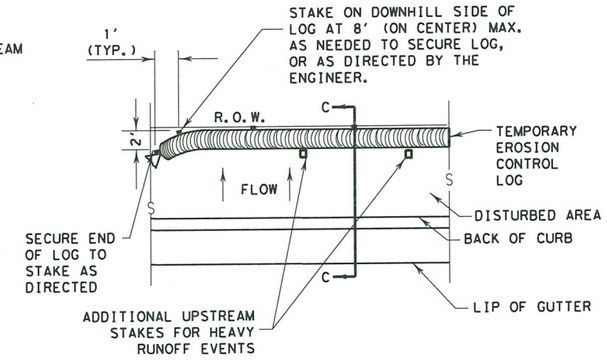
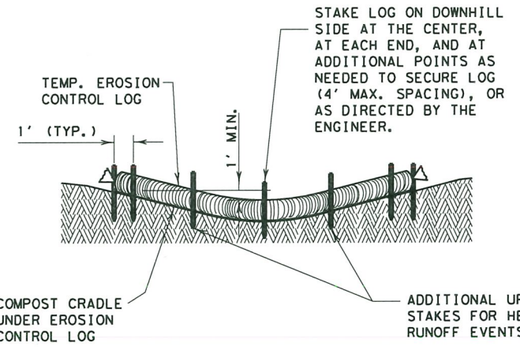


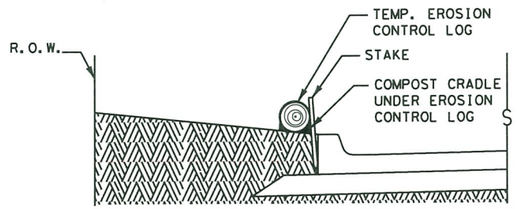
PLAN VIEW



SECTION A-A

EROSION CONTROL LOG DAM

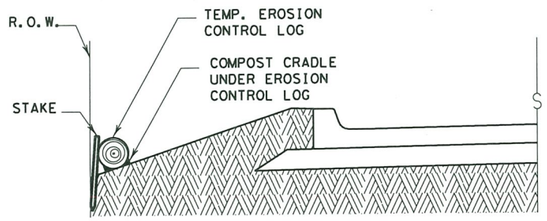
CL-D



SECTION B-B

EROSION CONTROL LOG AT BACK OF CURB

CL-BOC



SECTION C-C

EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY

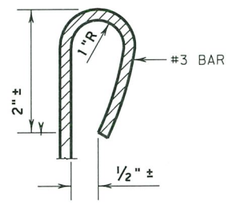
CL-ROW

GENERAL NOTES:

1. EROSION CONTROL LOGS SHALL BE INSTALLED IN ACCORDANCE WITH MANFACTURER'S RECOMMENDATIONS, OR AS DIRECTED BY THE ENGINEER.
2. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED.
3. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
4. FILL LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE THE MINIMUM COMPACTED DIAMETER SPECIFIED IN THE PLANS WITHOUT EXCESSIVE DEFORMATION.
5. STAKES SHALL BE 2" X 2" WOOD OR #3 REBAR, 2'-4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG, OR AS DIRECTED BY THE ENGINEER.
6. DO NOT PLACE STAKES THROUGH CONTAINMENT MESH.
7. COMPOST CRADLE MATERIAL IS INCIDENTAL & WILL NOT BE PAID FOR SEPARATELY.
8. SANDBAGS USED AS ANCHORS SHALL BE PLACED ON TOP OF LOGS & SHALL BE OF SUFFICIENT SIZE TO HOLD LOGS IN PLACE.
9. TURN THE ENDS OF EACH ROW OF LOGS UPSLOPE TO PREVENT RUNOFF FROM FLOWING AROUND THE LOG.
10. FOR HEAVY RUNOFF EVENTS, ADDITIONAL UPSTREAM STAKES MAY BE NECESSARY TO KEEP LOG FROM FOLDING IN ON ITSELF.

LEGEND

- CL-D — EROSION CONTROL LOG DAM
- CL-BOC — EROSION CONTROL LOG AT BACK OF CURB
- CL-ROW — EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY
- CL-SST — EROSION CONTROL LOGS ON SLOPES STAKE AND TRENCHING ANCHORING
- CL-SSL — EROSION CONTROL LOGS ON SLOPES STAKE AND LASHING ANCHORING
- CL-DI — EROSION CONTROL LOG AT DROP INLET
- CL-CI — EROSION CONTROL LOG AT CURB INLET
- CL-GI — EROSION CONTROL LOG AT CURB & GRATE INLET



REBAR STAKE DETAIL

SEDIMENT BASIN & TRAP USAGE GUIDELINES

An erosion control log sediment trap may be used to filter sediment out of runoff draining from an unstabilized area.

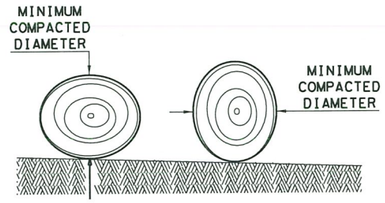
Log Traps: The drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Control logs should be placed in the following locations:

1. Within drainage ditches spaced as needed or min. 500' on center
2. Immediately preceding ditch inlets or drain inlets
3. Just before the drainage enters a water course
4. Just before the drainage leaves the right of way
5. Just before the drainage leaves the construction limits where drainage flows away from the project.

The logs should be cleaned when the sediment has accumulated to a depth of 1/2 the log diameter.

Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for separately.



DIAMETER MEASUREMENTS OF EROSION CONTROL LOGS SPECIFIED IN PLANS

SHEET 1 OF 3

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

EROSION CONTROL LOG

EC(9)-16

FILE: ec916	DN: TxDOT	CK: KM	DW: LS/PT	CK: LS		
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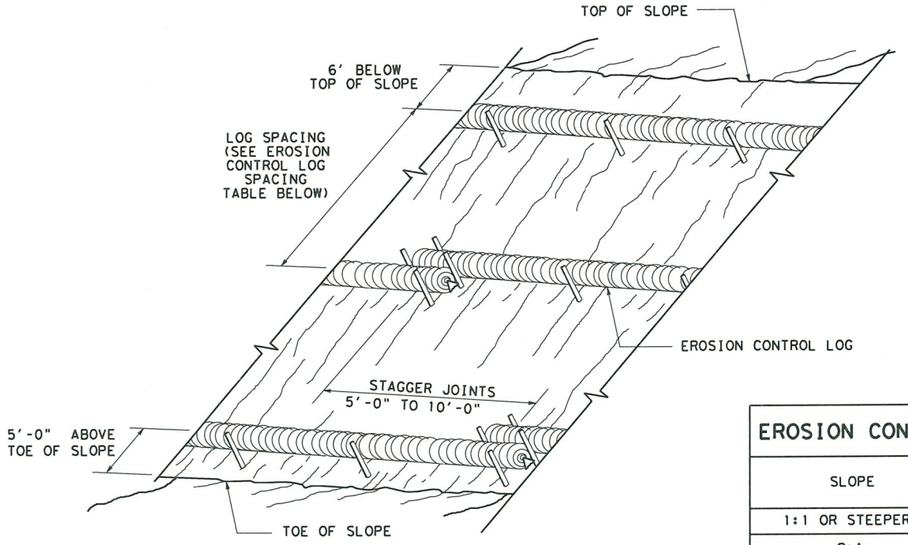
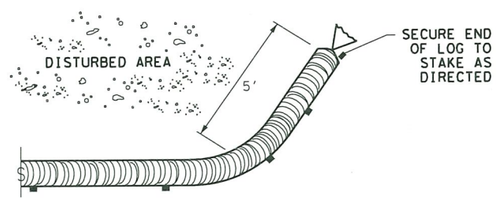


EROSION CONTROL LOGS ON SLOPES
STAKE AND TRENCHING ANCHORING

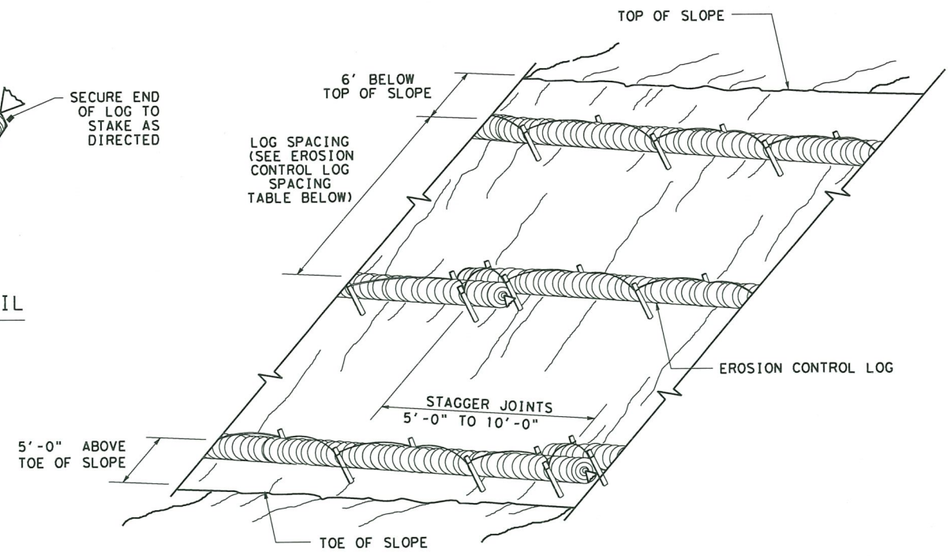
CL-SST



END SECTION RAP DETAIL

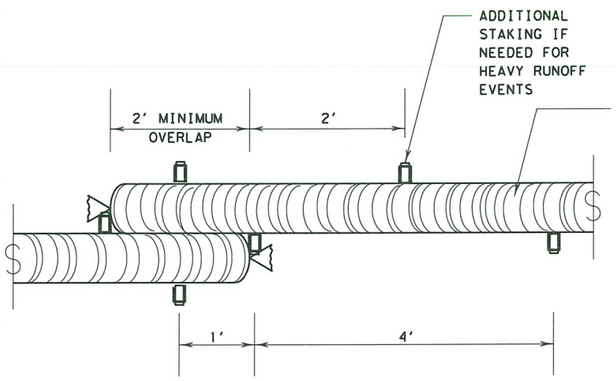
EROSION CONTROL LOG SPACING TABLE				
SLOPE	LOG DIAMETER			
	6"	8"	12"	18"
1:1 OR STEEPER	5'	10'	15'	20'
2:1	10'	20'	30'	40'
3:1	15'	30'	45'	60'
4:1 OR FLATTER	20'	40'	60'	80'

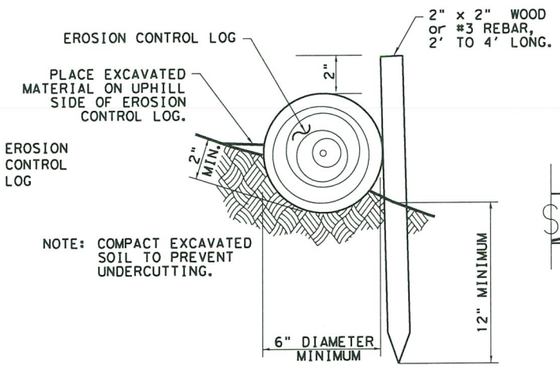
* ADJUSTMENTS CAN BE MADE FOR SOIL TYPE:
SOFT, LOAMY SOILS-ADJUST ROWS CLOSER TOGETHER;
HARD, ROCKY SOILS- ADJUST ROWS FARTHER APART



EROSION CONTROL LOGS ON SLOPES
STAKE AND LASHING ANCHORING

CL-SSL

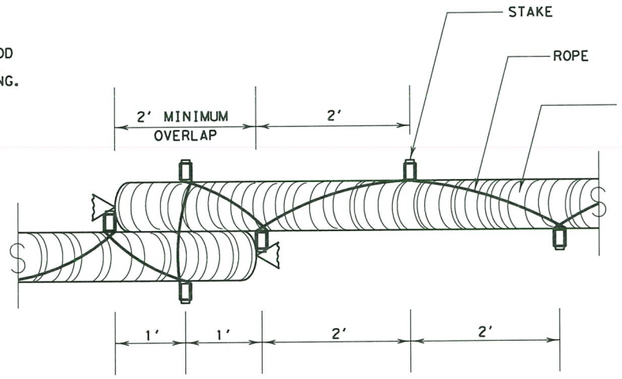


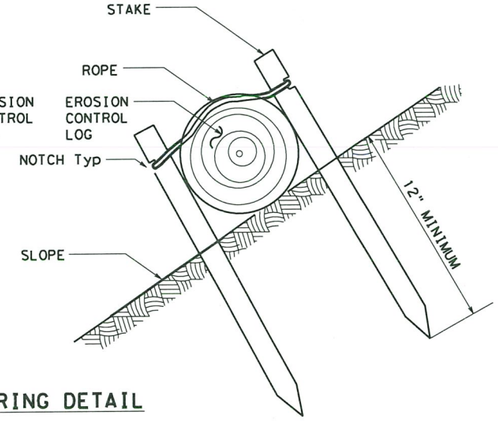


STAKE AND TRENCHING ANCHORING DETAIL

CL-SST

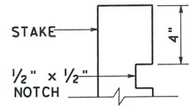
TRENCH DEPTH TABLE	
LOG DIAMETER	DEPTH
6"	2"
8"	3"
12"	4"
18"	5"





STAKE AND LASHING ANCHORING DETAIL

CL-SSL



STAKE NOTCH DETAIL

Texas Department of Transportation

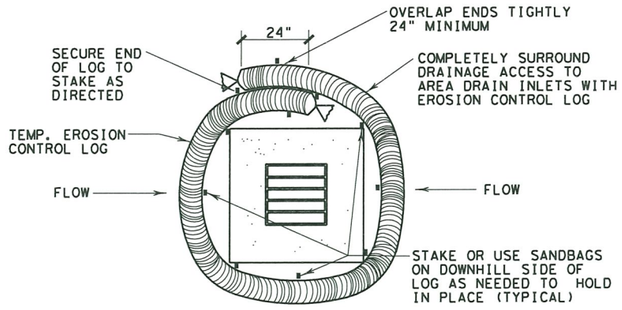
Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES
EROSION CONTROL LOG
EC(9)-16

FILE: ec116	DN: TxDOT	CK: KM	DW: LS/PT	CK: LS
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY
REVISIONS				
	DIST	COUNTY		SHEET NO.

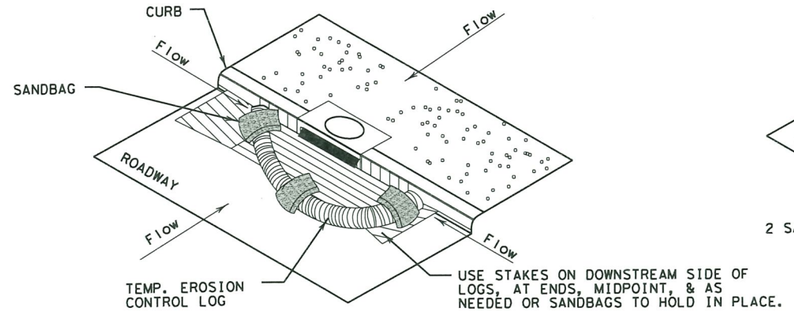
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



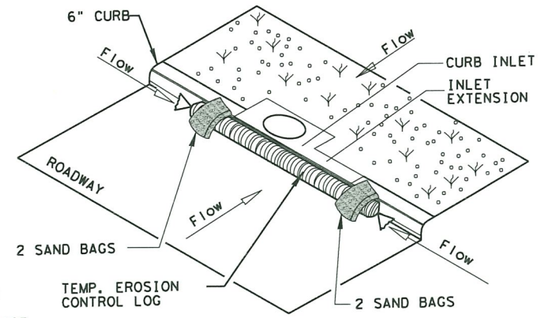
EROSION CONTROL LOG AT DROP INLET

CL-DI



EROSION CONTROL LOG AT CURB INLET

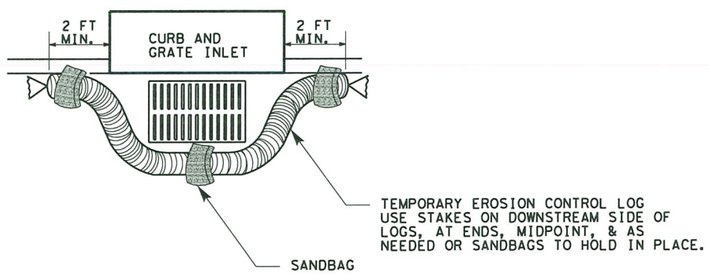
CL-CI



EROSION CONTROL LOG AT CURB INLET

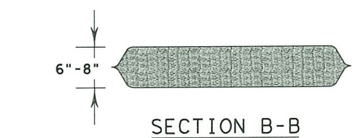
CL-CI

NOTE:
EROSION CONTROL LOGS USED AT CURB INLETS SHOULD ONLY BE USED IF THEY WILL NOT IMPEDE TRAFFIC OR FLOOD THE ROADWAY OR WHEN THE STORM SEWER SYSTEM IS NOT FULLY FUNCTIONAL.

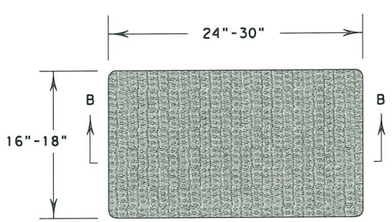


EROSION CONTROL LOG AT CURB & GRADE INLET

CL-GI



SECTION B-B



SANDBAG DETAIL

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

EROSION CONTROL LOG

EC(9)-16

FILE: ec916	DN: TxDOT	CK: KM	DW: LS/PT	CK: LS		
© TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY		
REVISIONS						
	DIST	COUNTY		SHEET NO.		

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

November 13, 2020

RE: ADDENDUM NO. 2
For RFB NO. *2020-608-11-18-ABV*
FM 2812- Hidalgo County Head Start Program Parking Lot Improvements

Dear Respondents:

Attached you will find **ADDENDUM NO. 2,** in connection with Hidalgo County's Request for Bids for **"FM 2812- Hidalgo County Head Start Program Parking Lot Improvements"**

If you do not receive all items listed in **ADDENDUM NO. 2** please notify us immediately at 956-318-2626, extension 4865.

A submission response to this Request for Bids may be **deemed incomplete** without the acknowledgement of this **ADDENDUM NO. 2** signed and returned as part of your submission.

Thank you for your prompt attention to this matter.

Alexandra Vela

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
P.P. Alexandra Vela
Contract Specialist II

Enclosures
MLS/abv

PURCHASING DEPARTMENT
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www.co.hidalgo.tx.us/purchasing

November 13, 2020

ADDENDUM NO. 2

RFB NO.: 2020-608-11-18-ABV

"FM 2812- Hidalgo County Head Start Program Parking Lot Improvements"

"

PLEASE NOTE CHANGES AS FOLLOWS:

1. Insert section 02758 Retroreflectorized Pavement Markings in its entirety into Technical Specification.

I acknowledge receipt of ADDENDUM NO. 2 dated, November 13, 2020 for **"FM 2812- Hidalgo County Head Start Program Parking Lot Improvements"**

BY: _____

Signature

Print Name:_____

Company Name:_____

Date: _____

SECTION 02758
RETROREFLECTORIZED PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnish and place retroreflectorized, non-retroreflectorized (shadow) and profile pavement markings

1.2 MEASUREMENT AND PAYMENT

A. Measurement and payment is as noted on the Unit Price Schedule.
B. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 REFERENCES

A. TxDOT Departmental Materials Specification – 8200, “Traffic Paint”.
B. TxDOT Departmental Materials Specification – 8220, “Hot Applied Thermoplastic”.
C. TxDOT Departmental Materials Specification – 8290, “Glass Traffic Beads”.

1.4 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

PART 2 - PRODUCTS

2.1 TYPE I MARKING MATERIALS

A. Furnish pavement markings material used for Type I profile markings and shadow markings that have been approved and in accordance with TxDOT DMS – 8220.

2.2 TYPE II MARKING MATERIALS

A. Furnish in accordance with TxDOT DMS – 8200.

2.3 GLASS TRAFFIC BEADS

A. Furnish drop-on glass beads in accordance with TxDOT DMS – 8290 or as approved. Furnish a double-drop of Type II and Type III drop-on glass beads where each type bead is applied separately in equal portions (by weight), unless otherwise approved. Apply the Type III beads before applying the Type II beads.

2.4 LABELING

A. Use clearly marked containers that indicate color, mass, material type, manufacturer, and batch number.

PART 3 - EXECUTION

3.1 EQUIPMENT

A. Use equipment that:
   1. Is maintained in satisfactory condition.
   2. Meets or exceeds the requirements of the National Board of Fire Underwriters and the Texas Railroad Commission for this application.
   3. Applies beads by an automatic bead dispenser attached to the pavement marking equipment in such a manner that the beads are dispensed uniformly and almost instantly upon the marking as the marking is being applied to the road surface. The bead dispenser must have an automatic cut-off control, synchronized with the cut-off of the pavement marking equipment.
   4. Has an automatic cut off device with manual operating capabilities to provide clean, square marking ends.
   5. Is capable of producing the types and shapes of profiles specified.
   6. Can provide continuous mixing and agitation of the pavement marking material. The use of pans, aprons, or similar appliances which the die overruns will not be permitted for longitudinal striping applications.

B. Provide a hand-held thermometer capable of measuring the temperature of the marking material when applying Type I material.

3.2 MATERIAL PLACEMENT REQUIREMENTS

A. Use equipment that can place:
   1. At least 40,000 ft. of 4 in. solid or broken non profile markings per working day at the specified thickness;
   2. at least 15,000 ft. of solid or broken profile pavement markings per working day at the specified thickness;
   3. linear non-profile markings up to 8 in. wide in a single pass;
   4. non-profile pavement markings other than solid or broken lines at an approved production rate;
   5. a centerline and no-passing barrier-line configuration consisting of 1 broken line and 2 solid lines at the same time to the alignment, spacing, and thickness for non-profile pavement markings shown on the plans;
   6. solid and broken lines simultaneously;
   7. white line from both sides;
   8. lines with clean edges, uniform cross section with a tolerance of ±1/8 in. per 4 in. width, uniform thickness, and reasonably square ends;
   9. skip lines between 10 and 10 1/2 ft., a stripe-to-gap ratio of 10 to 30, and a stripe-gap cycle between 39 1/2 ft. and 40 1/2 ft., automatically;

10. beads uniformly and almost instantly on the marking as the marking is being applied;
11. beads uniformly during the application of all lines (each line must have an equivalent bead yield rate and embedment); and
12. double-drop bead applications using both Type II and Type III beads from separate independent bead applicators, unless otherwise approved by the Engineer.

3.3 CONSTRUCTION

A. Place markings before opening to traffic unless short-term or work zone markings are allowed.
B. Obtain approval for the sequence of work and estimated daily production. Minimize interference to roadway operations when placing markings on roadways open to traffic. Use traffic control as shown on the plans or as approved. Protect all markings placed under open-traffic conditions from traffic damage and disfigurement.
C. Establish guides to mark the lateral location of pavement markings as shown on the plans or as directed, and have guide locations verified. Use material for guides that will not leave a permanent mark on the roadway.
D. Apply markings on pavement that is completely dry and passes the following tests:
    1. Type I Marking Application: Place a sample of Type I marking material on a piece of tarpaper placed on the pavement. Allow the material to cool to ambient temperature, and then inspect the underside of the tarpaper in contact with the pavement. Pavement will be considered dry if there is no condensation on the tarpaper.
    2. Type II Marking Application: Place a 1-sq. ft. piece of clear plastic on the pavement, and weight down the edges. The pavement is considered dry if, when inspected after 15 min., no condensation has occurred on the underside of the plastic.
E. Apply markings:
    1. That meet requirement of TEX-828-B,
    2. that meet minimum retroreflectivity requirements when specified on the plans (applies to Type I markings only),
    3. using widths and colors shown on the plans,
    4. at locations shown on the plans,
    5. in proper alignment with the guides without deviating from the alignment more than 1 in. per 200 ft. of roadway or more than 2 in. maximum,
    6. without abrupt deviations,
    7. free of blisters and with no more than 5% by area of holes or voids,
    8. with uniform cross section, density and thickness,
    9. with clean and reasonably square ends,
    10. that are retroreflectorized with drop-on glass beads, and
    11. using personnel skilled and experienced with installation of pavement markings.
F. Remove all applied markings that are not in alignment or sequence as

stated on the plans.

3.4 SURFACE PREPARATION

A. Prepare surfaces in accordance with this Section unless otherwise shown on the plans.
B. Cleaning for New Asphalt Surfaces and Retracing of All Surfaces. Air blast or broom the pavement surface for new asphalt surfaces (less than 3 years old) and for retracing of all surfaces to remove loose material, unless otherwise shown on the plans. A sealer for Type I markings is not required unless otherwise shown on the plans.
C. Cleaning for Old Asphalt and Concrete Surfaces (Excludes Retracing). Clean old asphalt surfaces (more than 3 years old) and all concrete surfaces in accordance with Item 678, “Pavement Surface Preparation for Markings,” to remove curing membrane, dirt, grease, loose and flaking existing construction markings, and other forms of contamination.
D. Sealer for Type I Markings. Apply a pavement sealer to old asphalt surfaces (more than 3 years old) and to all concrete surfaces before placing Type I markings on locations that do not have existing markings, unless otherwise approved. The pavement sealer may be either a Type II marking or an acrylic or epoxy sealer as recommended by the Type I marking manufacturer unless otherwise shown on the plans. Follow the manufacturer’s directions for application of acrylic or epoxy sealers. Clean sealer that becomes dirty after placement by washing. Place the sealer in the same configuration and color (unless clear) as the Type I markings unless otherwise shown on the plans.

3.5 APPLICATION

A. Apply markings during good weather unless otherwise directed. If markings are placed at Contractor option when inclement weather is impending and the markings are damaged by subsequent precipitation, the Contractor is responsible for all required replacement costs.
B. Place the Type I marking after the sealer cures. Apply within the temperature limits recommended by the material manufacturer. Flush the spray head if spray application operations cease for 5 min or longer by spraying marking material into a pan or similar container until the material being applied is at the recommended temperature.
C. Apply on clean, dry pavements passing the moisture test described and with a surface temperature above 50°F when measured in accordance with Tex-829-B.
D. Non Profile Pavement Markings. Apply Type I non-profile markings with a minimum thickness of:
    1. 0.100 inch for new markings and retracing water-based markings on surface treatments involving seal coats,
    2. 0.060 inch for retracing on thermoplastic pavement markings, or
    3. 0.090 inch for all other Type I markings.

E. Maximum thickness for Type I non profile markings is 0.180 inch. Measure thickness for markings in accordance with Tex-854-B using the tape method.
F. Profile pavement markings, apply Type I with a minimum thickness of:
   1. 0.060 inch for edgeline markings, or
   2. 0.090 inch for gore and centerline/no-passing barrier line markings.
G. In addition, at a longitudinal spacing indicated on the plans, the markings must be profiled in a vertical manner such that the profile is transverse to the longitudinal marking direction. The profile must not be less than 0.30 in. (300 mil) nor greater than 0.50 in. (500 mil) in height when measured above the normal top surface plane of the roadway. The transverse width of the profile must not be less than 3.25 in., and the longitudinal width not less than 1 in., when measured at the top surface plane of the profile bar. The profile may be either a 1 or 2 transverse bar profile. When the 2 transverse bar profile is used, the spacing between the bases of the profile bars must not exceed 0.50 in. The above transverse bar width is for each 4 in. of line width.
H. Type II Markings: Apply on surfaces with a minimum surface temperature of 50°F. Apply at least 20 gal. per mile on concrete and asphalt surfaces and at least 22 gal. per mile on surface treatments for a solid 4-in. line. Adjust application rates proportionally for other widths. When Type II markings are used as a sealer for Type I markings, apply at least 15 gal. per mile using Type II drop-on beads.
I. Bead Coverage, provide a uniform distribution of beads across the surface of the stripe for Type I and Type II markings, with 40% to 60% bead embedment.

3.6 RETROREFLECTIVITY REQUIREMENTS

A. When specified on the plans, Type I markings must meet the following minimum retroreflectivity values for edgeline markings, centerline or no passing barrier-line, and lane lines when measured any time after 3 days, but not later than 10 days after application:
   1. White markings: 250 millicandelas per square meter per lux (mcd/m2/lx)
   2. Yellow markings: 175 mcd/m2/lx

3.7 RETROREFLECTIVITY MEASUREMENTS

A. Use a mobile retroreflectometer for projects requiring minimum retroreflectivity requirements to measure retroreflectivity for Contracts totaling more than 200,000 ft. of pavement markings, unless otherwise shown on the plans. For Contracts with less than 200,000 ft. of pavement markings or Contracts with callout work, mobile or portable retroreflectometers may be used at the Contractor’s discretion.

3.8 MOBILE RETROREFLECTIVITY MEASUREMENTS

A. Provide mobile measurements averages for every 0.1 miles unless otherwise specified or approved. Take measurements on each section of roadway for each series of markings (i.e., edgeline, center skip line, each line of a double line, etc.) and for each direction of traffic flow. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and measure all center skip lines in both directions). Furnish measurements in compliance with Special Specification, “Mobile Retroreflectivity Data Collection for Pavement Markings,” unless otherwise approved. The Engineer may require an occasional field comparison check with a portable retroreflectometer meeting the requirements listed above to ensure accuracy. Use all equipment in accordance with the manufacturer’s recommendations and directions. Inform the Engineer at least 24 hr. before taking any measurements.

B. A marking meets the retro reflectivity requirements if:
   1. the combined average retroreflectivity measurement for a one mile segment meets the minimum retroreflectivity values specified, and
   2. no more than 30% of the retroreflectivity measurement values are below the minimum retroreflectivity requirements value within the one mile segment.

C. The Engineer may accept failing one mile segments if no more than 20% of the retroreflectivity measurements within that mile segment are below the minimum retroreflectivity requirement value.

D. The one-mile segment will start from the beginning of the data collection and end after a mile worth of measurements have been taken; each subsequent mile of measurements will be a new segment. Centerlines with 2 stripes (either solid or broken) will result in 2 miles of data for each mile segment. Each centerline stripe must be tested for compliance as a stand-alone stripe.

E. Restripe at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking if the marking fails retroreflectivity requirements. Take measurements every 0.1 miles a minimum of 10 days after this second application within that mile segment for that series of markings.

F. If the markings do not meet minimum retroreflectivity after 10 days of this second application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

3.9 PORTABLE RETROREFLECTOMETER MEASUREMENTS

A. Take a minimum of 20 measurements for each 1-mi. section of roadway for each series of markings (i.e., edgeline, center skip line, each line of a double line, etc.) and direction of traffic flow when using a portable reflectometer. Measure each line in both directions for centerlines on two-way roadways (i.e., measure both double solid lines in both directions and

measure all center skip lines in both directions). The spacing between each measurement must be at least 100 ft. The Engineer may decrease the mileage frequency for measurements if the previous measurements provide satisfactory results. The Engineer may require the original number of measurements if concerns arise.

B. Restripe once at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements fails. Take a minimum of 10 more measurements after 10 days of this second application within that mile segment for that series of markings. Restripe again at the Contractor's expense with a minimum of 0.060 in. (60 mils) of Type I marking material if the average of these measurements fall below the minimum retroreflectivity requirements. If the markings do not meet minimum retroreflectivity after this third application, the Engineer may require removal of all existing markings, a new application as initially specified, and a repeat of the application process until minimum retroreflectivity requirements are met.

3.10 TRAFFIC CONTROL

A. Provide traffic control, as required, when taking retroreflectivity measurements after marking application. On low volume roadways (as defined on the plans), refer to the figure, “Temporary Road Closure” in Part 6 of the *Texas Manual on Uniform Traffic Control Devices* for the minimum traffic control requirements. For all other roadways, the minimum traffic control requirements will be as shown on the Traffic Control Plan (TCP) standard sheets TCP (3-1) and TCP (3-2). The lead vehicle will not be required on divided highways. The TCP and traffic control devices must meet the requirements for barricades, signs and traffic handling. Time restrictions that apply during striping application will also apply during the retroreflectivity inspections except when using the mobile retroreflectometer unless otherwise shown on the plans or approved.

3.11 PERFORMANCE PERIOD

A. All markings must meet the requirements of this specification for at least 30 calendar days after installation. Unless otherwise directed, remove pavement markings that fail to meet requirements, and replace at the Contractor’s expense. Replace failing markings within 30 days of notification. All replacement markings must also meet all requirements of this Item for a minimum of 30 calendar days after installation.

END OF SECTION

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

November 16, 2020

RE: ADDENDUM NO. 3
For RFB NO. *2020-608-11-18-ABV*
FM 2812- Hidalgo County Head Start Program Parking Lot Improvements

Dear Respondents:

Attached you will find **ADDENDUM NO. 3,** in connection with Hidalgo County's Request for Bids for **"FM 2812- Hidalgo County Head Start Program Parking Lot Improvements"**

If you do not receive all items listed in **ADDENDUM NO. 3** please notify us immediately at 956-318-2626, extension 4865.

A submission response to this Request for Bids may be **deemed incomplete** without the acknowledgement of this **ADDENDUM NO. 3** signed and returned as part of your submission.

Thank you for your prompt attention to this matter.

Alexandra Vela

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
P.P. Alexandra Vela
Contract Specialist II

Enclosures
MLS/abv

PURCHASING DEPARTMENT
County of Hidalgo

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www.co.hidalgo.tx.us/purchasing

September 25, 2020

ADDENDUM NO. 3

RFB NO.: 2020-608-11-18-ABV

"FM 2812- Hidalgo County Head Start Program Parking Lot Improvements"

PLEASE NOTE CHANGES AS FOLLOWS:

1. Replace Bid Tab with attached file Bid Tab (1 page)
   a. *Changes made to include Updated Bid Tab.*

I acknowledge receipt of ADDENDUM NO. 3 dated, November 16, 2020 for **"FM 2812- Hidalgo County Head Start Program Parking Lot Improvements"**

BY: _____

Signature

Print Name:_____

Company Name:_____

Date: _____

BID TAB

HIDALGO COUNTY PRECINCT 4

RFB NO. ----------

FM 2812 - HIDALGO COUNTY HEAD START PROGRAM

PARKING LOT IMPROVEMENTS

SAMPLE

Item No.	Estimated Quantity	Unit	Item Description	UNIT BID PRICE IN WORDS	Unit Price In Figures	Total Extension In Figures
100	34	STA	PIPE	THREE HUNDRED DOLLARS FIFTY CENTS	$300.50	$10,217.00

BASE BID						
Item No.	**Estimated Quantity**	**Unit**	**Item Description**		**Unit Price In Figures**	**Total Extension In Figures**
1	174	TON	2" HMAC (Type "D")	DOLLARS CENTS		
2	1,915	SY	8" Flexible Base (Compacted Caliche) (New)	DOLLARS CENTS		
3	14	TON	6" Lime TRT Subgrade (3% Lime) (Includes Existing Material Preparation)	DOLLARS CENTS		
4	305	GAL	Prime Coat (MC-30) (0.20 gal/sy)	DOLLARS CENTS		
5	936	LF	Concrete Curb & Gutter	DOLLARS CENTS		
6	240	LF	4' Concrete Sidewalk	DOLLARS CENTS		
7	108	LF	RC Pipe (15") (RG) (CL III)	DOLLARS CENTS		
8	296	LF	RC Pipe (18") (RG) (CL III)	DOLLARS CENTS		
9	3	EA	TY "C" Inlet (Grate)	DOLLARS CENTS		
10	1	EA	48' Concrete Manhole	DOLLARS CENTS		
11	45	SY	Pavement Cut & Restore	DOLLARS CENTS		
12	404	LF	Trench Protection	DOLLARS CENTS		
13	1	EA	Dumpster 6" Concrete Pad with Block Enclosure, Bollards and Metal Gates	DOLLARS CENTS		
14	43	SY	6" Concrete Dumpster Entrance	DOLLARS CENTS		
15	37	LF	Curb Removal (Saw Cut)	DOLLARS CENTS		
16	1	LS	Traffic Control	DOLLARS CENTS		
17	1	LS	Erosion Control	DOLLARS CENTS		
18	50	LF	Pedestrian Crosswalk Stripping	DOLLARS CENTS		
19	2	EA	Stop Sign (30")	DOLLARS CENTS		
20	120	LF	6' Chain-Link Fence	DOLLARS CENTS		
21	1	LS	Chainlink Removal and Relocation (289 LF), Tree Removal (1 Tree) Picket Fence Removal (289 LF)	DOLLARS CENTS		
22	75	LF	Chain Link Gate (2 Gates)	DOLLARS CENTS		
			BASE BID PRICE IN WORDS		**BID IN FIGURES**	
				DOLLARS CENTS	$	

BID TAB

HIDALGO COUNTY PRECINCT 4

RFB NO. ----------

FM 2812 - HIDALGO COUNTY HEAD START PROGRAM

PARKING LOT IMPROVEMENTS

SAMPLE

Item No.	Estimated Quantity	Unit	Item Description	UNIT BID PRICE IN WORDS	Unit Price In Figures	Total Extension In Figures
100	34	STA	PIPE	THREE HUNDRED DOLLARS AND FIFTY CENTS	$300.50	$10,217.00

BASE BID						
Item No.	**Estimated Quantity**	**Unit**	**Item Description**		**Unit Price In Figures**	**Total Extension In Figures**

EA- EACH

SY- SQUARE YARD(S)

CY- CUBIC YARD(S)

LS- LUMP SUM

LF- LINEAR FOOT

PHONE NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

November 02, 2020

_____

Participant's name

_____

Address

_____

City

_____

State, Zip Code

Re: **HIDALGO COUNTY**

Request for Bids- **"FM 2812-Hidalgo County Head Start Program Parking Lot Improvements"**

RFB No: 2020-608-11-18-ABV

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your consideration. Modifications and new requirements have been added and implemented. Carefully read and review all instructions, requirements and specifications.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the Request for Bids process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at 956-318-2626 ext. 4865.

Sincerely,

Martha L. Salazar, CPPB

Hidalgo County Purchasing Agent

MLS/*abv*

Enclosures

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids on: **"FM 2812-Hidalgo County Head Start Program Parking Lot Improvements"**

A BIDDER'S BOND from a reliable surety company licensed to operate in the State of Texas or certified Cashier's Check, payable without recourse to the County of Hidalgo, for the amount of not less than **5%** of the total bid shall accompany the bid as guaranty that, if awarded the contract, the bidder will enter into a contract with the County of Hidalgo. Payment and Performance Bonds shall be executed except in the event into a single payment contract with the County of Hidalgo in lieu of a Performance Bond. In the event the total amount bid is $25,000 or less, the successful contract has the option to enter into a single payment contract with the County of Hidalgo in lieu of a Payment and Performance Bond.

Bid Packets may be obtained by calling the Hidalgo County Purchasing Department at Phone No. **(956) 318-2626** or by email request to alexandra.vela@co.hidalgo.tx.us.

PRE-BID CONFERENCE is scheduled for **Monday, November 09, 2020** at **3:30 P.M.** at **HIDALGO COUNTY NEW ADMINISTRATION BUILDING-PURCHASING DEPARTMENT 2812 S Business Hwy 281, EDINBURG, TEXAS 78539 Via Zoom Link. (Link will be provided at a later time before schedule meeting)**

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 No.: **2020-608-11-18-ABV FM 2812-Hidalgo County Head Start Program Parking Lot Improvements"** 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, one (1) copy, and two (2) (CD'S/USB in PDF format) 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
Hidalgo County Administration Building
2812 S. Business Hwy281
Edinburg, Texas78539

Physical Location:
Hidalgo County Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd& Business 281)
Edinburg, Texas78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday, November 18, 2020** 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, 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

Attention is called to the fact that not less than, the federally determined prevailing (**Davis-Bacon and Related Acts**) wage rate, as issued and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, disability or national origin (if applicable.)

BIDS MAY BE HELD by the County of Hidalgo for a period not to exceed ninety (90) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding of the contract.

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

Typed written bidding RFI's shall be e-mailed to alexandra.vela@co.hidalgo.tx.us. RFI's **will not be answered by phone**. NO HAND WRITTEN RFI'S will be processed/answered. All inquiries shall be forwarded by **5:00 p.m. Wednesday, November 11, 2020.** Responses to said inquiries will be sent to all applicants via email by no later than **Friday, November 13, 2020**. Inquiries beyond this date will not be responded to.

BY ORDER OF THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS on this the **29th** of **September 2020**.

MARTHA L. SALAZAR, CPPB
HIDALGOCOUNTY PURCHASING AGENT

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

PURCHASING DEPARTMENT
County of Hidalgo

2802 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

HIDALGO COUNTY
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RFB No: 2020-608-11-18 -ABV
"FM 2812-Hidalgo County Head Start Program Parking Lot Improvements"

(Including all funding sources, programs, and entities)

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The above-mentioned items shall be found in the Request for Bids (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through e-mail or by U.S. Mail. Thank you.

Bid No:2020-608-11-18-ABV	Contract Specialist II: Alexandra Vela	Tel. No.: (956) 292-7000 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY

FM 2812-Hidalgo County Head Start Program Parking Lot Improvements

RFB No: 2020-608-11-18-ABV

Acceptance Due Date: **November 18, 2020**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Contract Specialist Contact Information:

Alexandra Vela, Contract Specialist II
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 - Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 Ext. 4865
Alexandra.vela@co.hidalgo.tx.us

Bids will be received for **"Hidalgo County** (Including all funding sources, programs, and entities) "**FM 2812-Hidalgo County Head Start Program Parking Lot Improvements"**, *in* accordance with the requirements attached hereto as Exhibit "A". The bid should address all requirements set forth. Bidders (may also be referred to as respondent, contractor or vendor) may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"), however, a strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

1. **One (*1*) original (**pages ***one-sided* –** clearly marked ***ORIGINAL*), one (*1*) copy** of all bids and two **(2) CD/USB** in **PDF** format are required with the bidder's name and 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: 2020-608-11-18-ABV Hidalgo County (**Including all funding sources, programs, and entities) "**FM 2812-Hidalgo County Head Start Program Parking Lot Improvements" ,** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, NOVEMBER 18, 2020**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 AND/OR PACKAGE IN REFERENCE TO SEALED BID.

   Hidalgo 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 Hidalgo County.

   Additionally, all forms listed below must be properly executed and included with your RFB:

   1. Legal Notice Acknowledgement (See **page *15***);
   2. Insurance pages with Acknowledgment Forms (See **Exhibit "*C*"**);
   3. Form CIQ-Conflict of Interest Questionnaire (See **Exhibit "*D*"**);
   4. Vendor Bidder Application, W-9, & HUB/DBE (See **Exhibit "*E*"**);
   5. Certification Regarding Debarment (See **Exhibit "*F*"**);
   6. (*If applicable*) - Required Contract Clauses for Contracts Under Federal Award – 2 CFR 200, Appendix II & FEMA (See **Exhibit "*H*"**);
   7. Proposer's Affidavit (See **Exhibit "*J*"**); and
   8. SAMS.gov Registration Acknowledgement (See **Number *18*** below).

2. Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all bids submitted. Receipt of any bid shall under no circumstances obligate County to accept the lowest dollar bid. The award of this contract shall be made to the responsible bidder whose bid is determined to be the best bid, taking into consideration the relative importance of price and other factors as herein set forth.

3. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such an event, County may elect to award the contract to the next lowest responsible bidder or to reject all sealed bids and re-advertise.

4. Bidder is responsible for obtaining any information needed in order to respond to the RFB. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount.

5. Bidder should provide any and all relevant information necessary to establish Bids. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their response including catalog numbers and any necessary references.

6. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

7. Submitted Bid prices are to remain firm for a minimum of ninety (90) days after the RFB opening.

8. Any interpretations, amendments, corrections or changes to this RFB 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. Respondents shall acknowledge receipt of all addenda as a part of their Bids submittal.

9. County reserves the right to accept or reject any or all Bids.

10. Respondent is responsible for all costs of submitting its response to the RFB.

11. The county is exempt from Federal Excise Tax, State Tax, and Local Tax. Do Not include tax in cost figure(s). If it is determined that tax was included in the cost figure(s) it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. 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.

14. **POST-AWARD DELIVERY INSTRUCTIONS (if applicable):**

- Costs are to be net F.O.B., County Prepaid.
- No deliveries accepted after 3:00 P.M., Monday-Friday (if applicable).
- At least seventy-two (*72*) hours prior notice of delivery must (if applicable) be given to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

15. POST-AWARD PROJECT-SPECIFIC BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent;
  b) Name and address of receiving department or official;
  c) Purchase Order Number and Contract number (if any) for the project-specific award;
  d) Notation – **Hidalgo County- RFB: 2020-608-11-18-ABV** "**FM 2812-Hidalgo County Head Start Program Parking Lot Improvements"** *and*
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered (if applicable).

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
956-318-2511

SCHEDULE OF EVENTS:

RFB Opening, 9:30 A.M.	**November 18, 2020**
Award of Contract:	2020
Commence Work or Deliver Products:	2020

16. HIDALGO COUNTY HOLIDAYS:

2020 YEAR	
~~**New Year's Day**~~	~~**01/01/20**~~
~~**Martin Luther King Day**~~	~~**01/20/20**~~
~~**President's Day**~~	~~**02/17/20**~~
~~**Good Friday**~~	~~**04/10/20**~~
~~**Memorial Day**~~	~~**05/25/20**~~
~~**Independence Day**~~	~~**07/03/20**~~
~~**Labor Day**~~	~~**09/07/20**~~
~~**Columbus Day**~~	~~**10/12/20**~~
~~**Veteran's Day**~~	~~**11/11/20**~~
Thanksgiving Day	**11/26/20-11/27/20**
Christmas Day	**12/24/20-12/25/20**
New Year's Eve	**12/31/20**

17. BID, PAYMENT, OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:

The County may, and if mandated by statute, shall require a bid bond, a performance bond and/or a payment bond. Any such bond must be executed with a surety company authorized to do business Texas and shall meet any other requirements established by law or by County pursuant to applicable law.

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all respondents shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price.

- In the event the contract exceeds Fifty Thousand Dollars ($50,000.00), the respondent shall furnish a payment bond and a performance bond to the County for the full amount of the contract within thirty (30) days after the date of signing of the contract or issuance of a Purchase Order following the acceptance of a bid or proposal, but in any event prior to the commencement of actual work.

- 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 performance bond for a contract in excess of One Hundred Thousand Dollars ($100,000.00) and *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.

- All participants 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 45 CFR Part 76. Register at SAMS System for Award Management.

18. TITLE VI NOTICE/ NONDISCRIMINATION:

a) By submitting a bid, the respondent certifies that it will comply with the following nondiscrimination statutes and their implementing regulations. Title VI of the Civil Rights Act of 1964, as amended (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance. Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices "A" through "E" as delineated in the USDOT Standard Title VI/Non-Discrimination Assurances-Specific Assurances to prohibit discrimination on other grounds including, but not limited to, religion, sex, age, and disability. (Title VI-Appendices "A" through "E" are hereby attached as **Exhibit "*G*"**. The County's entire Title VI policy may be found at https://www.hidalgocounty.us/2071/Title-VINondiscrimination-Plan and is hereby incorporated by reference.

b) The following required statement and the applicable provisions of the Title VI Appendices "A" through "E" expanding these protections to the categories described herein are hereby incorporated by reference as applicable.

- "The County of Hidalgo, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award".

c) The respondent will attach all applicable notices, including those referenced in Title VI – Appendices "A" through "E", to which it is obligated to provide or submit as part of the RFB.

- If applicable, Form FHWA 1273 – "*Required Contract Provisions Federal-Aid Construction Contracts*", must be physically attached to certain Federal-aid construction contracts. A contractor (or subcontractor) is required to insert Form FHWA 1273 in each subcontract and all lower-tier subcontracts. Form FHWA 1273 is attached as **Exhibit "*I*"**, and, if applicable, its provisions are incorporated in and made part of the contract entered into between the County and the successful respondent related to the present procurement.

19. <u>ETHICAL STANDARDS</u>:

- 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.

- Contracts awarded hereunder shall be in compliance with Tex. Loc. Govt. Code Chapter 171: Regulation of Conflicts of Interest of Officers of Municipalities, Counties and Certain Other Local Governments.

- **NOTICE:**

  All communications by a vendor to the county, its officials, and department heads regarding this procurement shall be done through the Hidalgo County Purchasing Department.

  No vendor, its' representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the RFB, RFP, or RFB is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into "Private Communication" means communication

with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or negotiation with a vendor which has been specifically authorized by the governing body.

20. DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2016, 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 the statement to be filed. The disclosure requirement applies to a person or business that 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 respondent fails to comply with the 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 details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

If applicable, completed Form CIQ must be submitted to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 - Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT. QUESTIONS REGARDING COMPLIANCE SHOULD BE DIRECTED TO YOUR LEGAL COUNSEL.

21. CERTIFICATE OF INTERESTED PARTIES (FORM HB1295):

As of January 1, 2016, to comply with Texas Government Code Section §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Section 46.1, 46.3 and 46.5 of the Texas Administrative Code, we have updated and revised our RFB packet. In accordance with these requirements, a business must submit a completed Certificate of Interested Parties Form 1295 to the County before the County may enter into a contract with the business entity. In box 3 of Form 1295, you will provide the **RFB No. 2020-608-11-18-ABV,** as shown on the packet. Once completed and filed with the Texas Ethics Commission, Form 1295 must be printed, signed, and submitted to our office either by facsimile transmission to (956) 292-7612 or via email to **alexandra.vela@co.hidalgo.tx.us.** Hidalgo County cannot enter into a contract until Form 1295 is submitted. Therefore, failure to timely submit signed Form 1295 may result in a delay of the award. Full instructions for completion and submittal of Form 1295 may be found on the Texas Ethics Commission website:

https://www.ethics.state.tx.us/tec/1295-Info.htm

THE AWARDED VENDOR WILL HAVE THIRTY (*30*) DAYS **FROM THE DATE THE HIDALGO COUNTY COMMISSIONERS' COURT APPROVES THIS AGREEMENT** TO SUBMIT THE SIGNED FORM 1295. *HIDALGO COUNTY CANNOT ENTER INTO A CONTRACT UNTIL FORM 1295 IS SUBMITTED.*

22. 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.

23. Bids and all goods and services provided hereunder shall comply with all federal, state and local laws

conserninig this type(s) of goods and/or services.

24. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate the respondent's responsibility. A prospective respondent, by submitting an RFB, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under this RFB;
- 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; and
- Be otherwise qualified and eligible to receive an award.

25. 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.

26. Any contract awarded to the successful bidder will be in effect until (*a*) the contract expires, (*b*) delivery and acceptance of products, and/or performance of services ordered, (*c*) terminated by County with thirty (*30*) days written notice prior to cancellation with or without cause.

27. Any supplemental project-specific contract award to a successful respondent 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 (*30*) days written notice prior to cancellation with or without cause.

28. 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. County reserves the right to terminate the contract immediately in the event of breach or default by a successful respondent, or in the event, a successful respondent fails to:

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

29. **INDEMNIFICATION: Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier 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 respondent 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 respondent'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 respondent.**

30. The successful respondent shall warrant that all items/services shall conform to 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 approval. Items found to be defective or not meeting specifications shall be replaced by the successful respondent within two (*2*) business days at no expense to County. Items that are 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 items' nonconformity.

31. 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.

32. The successful respondent 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.

33. Respondents shall provide with the Bids response, a list of at least three (*3*) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and the name of the representative or contact person.

34. **CONTRACTS SUBJECT TO FEDERAL AWARD**:

- The procurement standards of 2 CFR, Part 200, including, but not limited to 2 CFR 200.317-200.326, and applicable Hidalgo County Purchasing Policy (found at https://www.hidalgocounty.us/805/County-Administrative-Policies) address the County's requirements, as a non-Federal entity, in regards to contracts it enters into that are subject to federal award. Pursuant to 2 CFR 200.236, the County, as a non-Federal entity, is required to include into contracts subject to federal award, the applicable provisions and contract clauses described in Appendix II to 2 CFR 200, (Contract Provisions for non-Federal Entity Contracts Under Federal Awards). As such, **if applicable**, the provisions of the Hidalgo County Purchasing Policy, the procurement standards found in 2 CFR, Part 200, and the provisions of Appendix II to 2 CFR 200, and the required contract clauses found in **Exhibit "*H*"** are incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement.

- In addition, should the County's contracts under Federal award be subject to assistance from the Federal Emergency Management Agency (FEMA), FEMA requires the inclusion of contract terms in addition to those under Appendix II to 2 CFR 200. **If applicable**, the additional contract clauses required by FEMA are found in **Exhibit "H"** and incorporated by reference, whether specified explicitly or not, as part of this procurement packet and any resulting agreement. Should the contract be subject to assistance from FEMA, it is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

- **If applicable**, in accordance with 2 CFR 200.319, Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. (*See* 2 CFR 200.219). Additionally, Hidalgo County policy provides that for federal road projects, engineers, engineering firms, and/or a subsidiary, affiliate, or a consultant of the engineer or engineering firm who has received compensation from the County, that assist in the development of, or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals, will be excluded from competing for such procurements (i.e…subsequent construction engineering/management and/or inspection/testing) for all other phases of the project. (*See* Hidalgo County Policy) "*Procedures for Selection and Contracting of Professional Service Providers for Federal Road Projects*" found at https://www.hidalgocounty.us/805/County-Administrative-Policies, which, if applicable, is incorporated by reference, whether specified explicitly or not, as part of this

procurement packet and any resulting agreement for all purposes.

35. HISTORICALLY UNDERUTILIZED BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES:
The County is committed to ensuring that Historically Underutilized Businesses (HUB) and Disadvantaged Business Enterprises (DBE) such as small business enterprises (SBE), minority and women-owned business enterprises (MWBE) receive a fair and equal opportunity for participation in the County's procurement process. The County encourages the use of these enterprises both as prime and subcontractors. (*See* **Exhibit "*E*"** for requirements).

When federal funds are expended by the County, the County will take affirmative steps set forth in 2 CFR 200.321 to assure that small, minority, women-owned businesses and labor surplus area owned firms are used when possible. Pursuant to 2 CFR 321, the County requires that a prime contractor who uses sub-contractors take affirmative steps set forth in 2 CFR 200.321, including:

a) Placing qualified small and minority business and women's business enterprises on solicitation lists;
b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Nothing in this section is to be construed to require the County to award a contract other than as required by law and Hidalgo County policies and procedures.

36. BOYCOTT ISRAEL VERIFICATION: In accordance with the Texas Government Code Chapter 2270, the County may not enter into a contract for goods or services with a vendor unless the contract contains a written verification from the vendor that it does not boycott Israel and will not boycott Israel during the term of the contract. *Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:*

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

By signing the acknowledgement form to this legal notice, Vendor understands that it is providing written verification and certification as indicated above. Any Vendor claiming an exception or otherwise unable to make this certification, shall submit an explanation on separate sheet(s). Failure to comply or providing false information may result in rejection of Vendor's submission. **Vendor shall indemnify and hold harmless the County, its elected officials, employees and agents for relying on this verification.**

37. TEX. GOVT. CODE CH. 2252- ATTESTATION-TERRORIST ORGANIZATIONS: By submitting a response to this procurement request and/or accepting this Contract, Company attests that it is not identified on a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization as designated by the U.S. Secretary of State. County will search a database maintained by the Texas State Comptroller. A contract may not be entered into with an entity that is identified therein. Search results shall be incorporated for all purposes as part of any resulting agreement entered into by the parties.

38. Respondents must provide all applicable documentation requested with this RFB in their response. Failure to provide this information may result in rejection of the Bids as non-conforming.

39. Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Architect/Engineer and obtain clarification by addendum prior to submitting any bid.

Bidder certifies that it will carry liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

Furthermore, bidder certifies that any subcontractor on the project shall provide it with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

When applicable, in accordance with Chapter 2258 of the Texas Government Code and any other applicable laws, all contractors and subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rates or the rates adopted by the County of Hidalgo.

Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

REQUEST FOR BIDS
For
HIDALGO COUNTY
"FM 2812-Hidalgo County Head Start Program Parking Lot Improvements"
RFB No.: 2020-608-11-18-ABV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

Bidder acknowledges that it has examined this Request for Bids and specifications and is familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its Bids, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Request for Bids Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFB's and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Bidder acknowledges that by signature below, it is providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this Request for Bids. Bidder acknowledges that any and all specifications, provisions, and attachments of this Request for Bids are incorporated into and made a part of any resulting agreement.

Bidder agrees that this RFB shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids, as contained in the specifications. An individual authorized to bind the company must sign the following section. Failure to execute this section may result in Bid rejection.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

INFORMATION FOR BIDDERS

1. **Receipt and Opening of Bids**

   The Hidalgo County (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the Hidalgo County Purchasing Department until Wednesday, November 18, 2020 at 9:30 a.m. and then at said office publicly open and read aloud. The envelopes containing the bids must be sealed, addressed to Martha L. Salazar, Hidalgo County Purchasing Agent at 2812 S Business 281, Edinburg, Texas 78539 and designated as Bid for Hidalgo County. The owner may consider informal any bid not prepared and submitted in accordance with provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 90 days after the actual date of the opening thereof.

2. **Preparation of Bid**

   Each bid must be submitted on the prescribed forms and Certification by Bidder (contractor), concerning Labor Standards and Prevailing Wage Requirements. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certificates must be fully completed and executed when submitted. Each bid must be submitted in a sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another enveloped addressed as specified in the bid form.

3. **Subcontracts**

   The bidder is specifically advised that any person, firm, or other party to whom is proposed to ward a subcontract under this contract –

   a Must be acceptable to the Owner after verification of the current eligibility status,

   and,

   b Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certification by proposed subcontractors to his bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Telegraphic Modification

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the additional or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

5. Method of Bidding

The Owner invites the following bid(s): Project Name: FM 2812 HCHSP Parking Lot Improvements

6. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request, the Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract to complete the work contemplated therein. Conditional bids will not be accepted.

7. Bid Security

Each bid must be accompanied by certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has be made within 90 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

8. Liquidated Damages for Failure to enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

9. Time of Completion and Liquidated Damages

Bidder must agree to commence on or before a date to be specified in a Written "Notice to Proceed" of the Owner and to fully complete the project within **60 consecutive calendar days** thereafter. Bidder must agree also to pay as liquidated damages, the sum of **$250.00** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

10. Condition of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with work of any other contractor.

11. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be emailed to alexandra.vela@co.hidalgo.tx.usTer the opening of bids. Any all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

12. Security for Faithful Performance

Simultaneously with his delivery of the executed contract; the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

13. Power of Attorney

Attorney-in-fact who sign bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the contract documents and specification which deal with the following;

a Inspection and testing of materials
b Insurance requirements
c Wage rates
d States allowances

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

16. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the form of Bid, as produces a net amount which is within the available funds.

17. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.

Supplement to Form HUD-4238-B®
INFORMATION FOR BIDDERS

18. SAFETY STANDARDS AND ACCIDENTS PREVENTION

With respect to all work performed under this contract, the contractor shall:

1 Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors or America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.

2 Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

3 Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), whom may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for removal of injured person to a hospital or a doctor's care.

HIDALGO COUNTY

BID BOND

KNOW 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, successors and assigns.

Signed, this _____ day of _____, 2_____.

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 into a contract in writing for the

_____

_____

_____

_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(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 furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations 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

By:_____

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
STANDARD SPECIFICATIONS BOOK

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HIDALGO COUNTY DRAINAGE DISTRICT No. 1
STANDARD SPECIFICATIONS BOOK

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SECTION 01270
MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for measurement and payment procedures, conditions for nonconformance assessment and nonpayment for rejected products.

1.2 MEASUREMENT

A. Measurement methods delineated in individual Sections are intended to complement the criteria of this Section. In the event of conflict, the requirements of the individual Section governs.
B. Take measurements and compute quantities accordingly.
C. Provide equipment, workers and survey personnel as necessary to perform the measurement.

1.3 UNIT QUANTITIES

A. Quantity and measurement estimates stated on the Unit Price Schedule are for contract purposes only.
B. If greater or lesser quantities are required than those quantities indicated in the Unit Price Schedule, provide the required quantities at the unit prices contracted.
C. Measurement by Volume: Measure by cubic dimension.
D. Measurement by Area: Measure by square dimension.
E. Linear Measurement: Measure by linear dimension, at the item centerline or mean chord.
F. Unit Price Measurement: Measure by unit designated on the Unit Price Schedule.

1.4 PAYMENT

A. Payment includes: Full compensation for required supervision, labor, products, tools, equipment, plant, transportation, services and appurtenances; erection, application or installation of an item of the work; and Contractor's overhead and profit.
B. Total compensation for required work shall be included in the unit price bid on the Unit Price Schedule. Claims for payment of work not specifically covered in the list of unit prices contained in the Unit Price Schedule will not be accepted.
C. Progress payments will be based on the Engineer's observations and evaluations of quantities incorporated in the work multiplied by the unit price.

D. Final payment for pay items governed by unit prices will be made on the basis of actual measurements and quantities determined by the Engineer, multiplied by the unit price for the pay item which is incorporated in or made necessary by the work.

E. Prepare and submit an Application for Payment for work completed and not previously paid. The application at a minimum shall include the following:
   1. Application for Payment: The application will be in a form acceptable to the Engineer. A sample form will be provided to the Contractor.
   2. Construction Schedule: See Section 01325 – Construction Schedules, General Form and Contents of Schedules.
   3. Contractor Payroll Certificate: See Prevailing Wage Rates. (If applicable).
   4. Pollution Prevention Plan (PPP) Reports: See Storm Water Pollution Prevention Plan. (if applicable)
   5. Quantity supporting documents include: plotted and tabulated cross-sections, quantity calculations or suppliers' invoices, etc.
   6. Application supporting documents and submittal items are provided to verify products, regulations and contract requirements are being met. Application supporting documents include: field obtained data, truck volume tickets, truck weight tickets, seed and fertilizer tags, pesticide use records, etc. and other supporting documents as they may be necessary or required by Contract Documents.

F. Incomplete Applications for Payment will not be processed and will be returned to the Contractor.

1.5 NONCONFORMANCE OF WORK

A. Remove and replace the work, or portions of the work, not conforming to the Contract Documents.

B. If, in the opinion of the Engineer, it is not practical to remove and replace the work, the Engineer will direct one of the following remedies:
   1. The nonconforming work will remain as is, but the unit price will be adjusted to a lower price at the discretion of the Engineer.
   2. The nonconforming work will be modified as authorized by the Engineer, and the unit price will be adjusted to a lower price at the discretion of the Engineer, if the modified work is deemed to be less suitable than originally specified.

C. Individual Sections may modify these options or may identify a specific formula or percentage price reduction.

D. The authority of the Engineer to assess the nonconforming work and identify payment adjustment is final.

1.6 NONPAYMENT

A. Payment will not be made for any of the following:
   1. Products wasted or disposed of in a manner that is not acceptable to

Engineer.

2. Products determined as nonconforming before or after placement.
3. Products placed beyond the lines and levels of the required work.
4. Products remaining on hand after completion of the work, unless specified to remain.
5. Loading, hauling and disposing of rejected products.

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION – Not used

END OF SECTION

SECTION 01292
SCHEDULE OF VALUES

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes the requirements for the submittal of a Schedule of Values.
B. Prepare and submit a Schedule of Values for major pay items when partial payments are requested. Use the Schedule of Values only as a basis for Application for Payment.
C. Refer to Section 01270 – Measurement and Payment.

1.2 SUBMITTALS

A. Refer to Section 01330 – Submittal Procedures.
B. Submit the Schedule of Values to the Engineer for review and approval.
C. After review by the Engineer, revise and resubmit the Schedule of Values, if required. The initial Application for Payment will not be processed until the Schedule of Values is approved.
D. During review, the Engineer may request additional documentation to support the data on the Schedule of Values.

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION – Not used

END OF SECTION

SECTION 01325
CONSTRUCTION SCHEDULES

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for preparation, submittal and associated revisions of a construction schedule and the monthly submittal of an updated progress schedule.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.
D. Payments for progress meetings are incidental to site preparation and restoration.

1.3 GENERAL FORM AND CONTENTS OF SCHEDULES

A. Provide progress schedule in the form of a horizontal bar chart (Gantt Chart). Provide a Critical Path Method (CPM) schedule where required for complex projects or where scheduling is critical.

1.4 SUBMITTALS

A. Submit the initial construction schedule prior to beginning work.
B. Submit a revised construction schedule showing current and estimated future progress with each Application for Payment request. Applications for Payment will not be processed without the revised construction schedule.

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION

3.1 PROGRESS MEETINGS

A. Meet with the Engineer 1 week prior to each scheduled Application for Payment to discuss progress and corrective action. Meetings are required for contracts with 120 or more calendar days and are also required for contracts behind schedule as determined by the Engineer.

END OF SECTION

SECTION 01328
CONSTRUCTION SURVEYING

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for construction surveying, construction staking and the coordination of the control with the Engineer.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 STANDARDS

A. Utilize recognized survey practices as published by the Texas Board of Professional Land Surveying.

1.4 CONTROL

A. Horizontal and vertical control and right-of-way monuments, as shown on the Plans, will be marked in the field at the direction of the Engineer.
B. Preserve control and right-of-way points. Where control points are in areas of construction, offsets or set supplemental control points will be established by the Contractor at no cost to the District. Notify the Engineer prior to performing work that will disturb project control.
C. Provide construction surveying and construction staking necessary to establish the line and grade of the proposed work from the control points.

1.5 ACCEPTANCE OF CONTROL

A. Notify the Engineer of any discrepancies discovered in the locations of survey control points prior to starting work.

1.6 DAMAGED MONUMENTATION

A. Re-establish property corners and right-of-way monumentation damaged or destroyed by the Contractor at no cost to the District. Perform the survey work to the tolerances of a "Category 1A – Land Title Survey" as set forth in the TSPS Manual of Practice for Land Surveying in Texas. All survey work shall adhere to the current Act and Rules of the Texas Board of Professional Land Surveying.
B. Report promptly to the Engineer the loss or destruction of any reference points or boundary monumentation.
C. Reimburse the District for the cost to reestablish permanent reference points disturbed by Contractor's operations.

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION – Not used

END OF SECTION

SECTION 01330
SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes procedures for the submittals identified by the Contract Documents.

1.2 SUBMITTAL PROCEDURES

A. Deliver available submittals to the Engineer at the Pre-Construction meeting. Allow no less than 14 calendar days for initial review of submittals by the Engineer. The Engineer will review and return submittals as expeditiously as possible, but the amount of time required for review will vary depending on the complexity and quantity of data submitted. This time for review shall in no way be justification for delays or additional compensation to the Contractor. Allow time to make delivery of material or equipment after the submittal is approved.

B. Submit 2 copies of documents unless otherwise specified.

C. The Engineer's review of submittals covers only general conformity to the Contract Documents. Quantities will not be reviewed or verified by the Engineer. Contractor is responsible for errors, omissions or deviations from Contract Documents. Review of submittals in no way relieves the Contractor from obligation to furnish required items according to the Contract Documents.

D. Revise and resubmit submittals as required. Identify all changes made since previous submittal.

E. The Contractor shall assume the risk for material or equipment that is fabricated or delivered prior to approval. No material or equipment shall be incorporated into the work or included in periodic progress payments until approval has been obtained in the specified manner.

F. Submittal Numbering:
   1. Transmit each submittal to the Engineer.
   2. Identify each submittal by project I.D., submittal number, section number and pay item number.
   3. Sequentially number each submittal beginning with the number 1. Resubmittals shall use the original number followed with an alphabetic suffix (i.e., 2A for the first resubmittal of Submittal 2 or 15C for the third resubmittal of Submittal 15). Each submittal shall only contain one type of work, material or equipment. Mixed submittals will not be accepted.
   4. Identify variations from requirements of Contract Documents and identify product or system limitations.

G. Contractor's Stamp: Apply Contractor's stamp, certifying that the items have been reviewed in detail and are correct and in accordance with Contract Documents, except as noted by any requested variance.

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION – Not used

END OF SECTION

SECTION 01422
REFERENCE TECHNICAL STANDARDS

PART 1 – GENERAL

1.1 SUMMARY

A. Reference to various technical standards as published by technical societies, national and state associations or other authorities is made in the Contract Documents. The abbreviations along with the titles are listed below.

1.2 ABBREVIATIONS

AALA	–	American Association of Laboratory Accreditation.
AASHTO	–	American Association of State Highway and Transportation Officials.
ACI	–	American Concrete Institute.
AISC	–	American Institute of Steel Construction.
ANSI	–	American National Standards Institute.
ASTM	–	American Society for Testing Materials International.
AWS	–	American Welding Society.
AWPA	–	American Wood-Preservers' Association.
CPMB	–	Concrete Plant Manufactures Bureau.
CRSI	–	Concrete Reinforcing Steel Institute.
OSHA	–	Occupational Safety and Health Administration.
TSPS	–	Texas Society of Professional Surveyors.
TxDOT	–	Texas Department of Transportation

1.3 GOVERNING VERSION – Not used

1.4 CONTRACTUAL OBLIGATIONS

A. The technical standards are referenced for technical specifications only. Certain technical standards contain or imply contractual obligations. These obligations are void if they conflict with the Contract Documents.

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION – Not used

END OF SECTION

SECTION 01457
CONSTRUCTION TESTS AND INSPECTION

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for tests and inspection.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 ACCESS TO WORK

A. The District, the Engineer, engineer's consultants, other representatives and personnel of the District, independent testing laboratories and governmental agencies with jurisdictional interests shall have access to the work at reasonable times for their observation, inspection and testing. Provide proper and safe conditions for such access and advise of site safety procedures and programs.

1.4 TESTS AND INSPECTIONS

A. Testing and Inspection includes, but is not limited to, services of a construction materials engineering laboratory or other agent employed by the District, to perform laboratory testing, field testing or examinations required in the Contract Documents.
B. The District will employ and pay for testing as noted above. Exceptions include, but are not limited to, the following:
    1. Arrange, obtain and pay for inspections, tests and approvals required by laws and regulations of other public bodies having jurisdiction. Transmit to the Engineer the required certificates of inspection or approval.
    2. Arrange, obtain and pay for inspections, tests or approvals required for acceptance of materials or equipment. This includes expenses surrounding materials, mix designs or equipment submitted for approval for incorporation in the work.

3. Perform retest or inspection of the corrected defective work at no cost to the District.

C. Retests that are required to verify the adequacy of reworked areas or work performed for the Contractor's convenience will be deducted from the Contractor's final payment.
D. Provide Engineer 24 hour notice of readiness of the work for inspections, tests or approvals and cooperate with inspectors and testing personnel to facilitate required inspections or testing.
E. Inspections and tests performed for either Engineer or Contractor shall be performed by an independent testing laboratory listed and qualified to provide the service to Hidalgo County Drainage District No. 1.
F. Acceptance of tests or inspections in no way relieves the Contractor of obligation to furnish required work in accordance with the Plans and Specifications.

1.5 SUBMITTALS

A. Submit testing laboratory or examination reports, as specified or required, dated, signed and sealed by a Licensed Professional Engineer in the State of Texas accepting technical responsibility for the report. The work performed by the laboratory shall be covered by a report that accurately, clearly and unambiguously presents the test or examination results and other relevant information in accordance with the criteria for accreditation used by the American Association for Laboratory Accreditation (AALA).

1.6 LIMITS OF AUTHORITY

A. The testing laboratory is not authorized to:
   1. Release, revoke, alter or enlarge on requirements of the Contract Documents.
   2. Approve or reject any portion of the work.
   3. Perform any duties of the Contractor.
   4. Stop the work.

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION – Not used

END OF SECTION

SECTION 01555
TRAFFIC CONTROL AND REGULATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Requirements for signs, signals, control devices, traffic barriers, flares, lights and traffic signals; construction parking control, designated haul routes, and bridging of trenches and excavations.
B. Qualifications and requirements for use of flagmen.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule, and the following schedule
   1. Traffic control and regulation. Payment for traffic control and regulation is on a lump sum basis. Include preparation and submittal of traffic control plan if different than shown on Drawings, and provision of traffic control devices, equipment, and personnel necessary to protect the Work and public. Payment will be based on Contractor's Schedule of Values for traffic control and regulation.
   2. Payment for traffic control for wastewater or water line projects will be authorized by the Engineer in three (3) parts. Partial payment will be made according to following schedule:
      a. Payment of 25 percent of traffic control amount will be authorized when permanent control devices and necessary temporary markings, sufficiently deployed along job site as required to maintain progress of work, are installed at job site and approved. This limiting percentage will be prorated based upon extent of Contractor's setup.
      b. A payment of 50 percent of traffic control amount will be authorized when pavement replacement commences. This limiting percentage will be prorated based upon linear footage, as measured along centerline axis of wastewater or water line, of pavement replaced.
      c. A payment of 25 percent of traffic control amount will be authorized when permanent pavement markings are restored

and all unnecessary permanent and temporary control devices removed. This limiting percentage will be prorated based upon the extent of restoration.

3. Flagmen: Measurement is on a lump sum basis for flagmen as required for the project. The amount invoiced shall be determined based on the schedule of value submitted for flagmen.
4. New Portable Concrete Low-Profile Traffic Barrier Provided. Payment is on a unit price basis for each linear foot of low-profile traffic barrier provided, installed with hardware assemblies and connected together in accordance with the approved traffic control plan.
5. Portable Concrete Low-Profile Traffic Barrier Installed. Payment is on a unit price basis for each linear foot of low-profile traffic barrier delivered to the project location, installed with hardware assemblies and connected together in accordance with the approved traffic control plan.
6. Portable Concrete Low-Profile Traffic Barrier Moved and Reset. Payment is on a unit price basis for each linear foot of low-profile traffic barrier disassembled, moved on the project, reset at the new locations and connected together. Include cost to repair roadway in the unit price.
7. Portable Concrete Low-Profile Traffic Barrier Removed. Payment is on a unit price basis for each linear foot of low-profile traffic barrier removed from the project, including hardware assemblies, and stockpiling at location. In general, the Contractor shall provide, install, move, replace, clean, and remove upon completion of work all barricades, signs, cones, lights, and/or traffic control devices as directed.

C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 REFERENCES

A. Texas Manual on Uniform Traffic Control Devices (TMUTCD)
B. Article 4413 (29bb), commonly referred to as Private Investigators and Private Security Agencies Act, and Article 2.12, Texas Code of Criminal Procedure.

1.4 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.
B. Traffic control plan:
   1. If using traffic control plan contained in the Contract without modification, submit a letter confirming use of the plan.
   2. If using a different traffic control plan, submit the plan for approval. The plan must conform to TMUTCD requirements and be sealed by a Registered Texas Professional Engineer.
C. Submit copies of approved lane closure permits issued by Hidalgo County Planning Department.

D. Submit Schedules of Values for traffic control plan and flagmen within 30 days following Notice to Proceed.

PART 2 - PRODUCTS

2.1 SIGNS, SIGNALS, AND DEVICES

A. Comply with TMUTCD requirements.
B. Traffic cones and drums, flares and lights: Conform to local jurisdictions' requirements.

PART 3 - EXECUTION

3.1 PUBLIC ROADS

A. Submit requests forms for lane closure and sidewalk closure to the Hidalgo County Planning Department at least three working days prior to need for blocking vehicular lanes or sidewalks. Do not block lanes or sidewalks without approved permits. Obtain application from the Hidalgo County Planning Department at 1304 S. 25th St.
Edinburg, TX 78539 or at the following internet address:
https://www.hidalgocounty.us/261/Planning
B. Follow laws and regulations of governing jurisdictions when using public roads. Pay for and obtain permits from jurisdiction before impeding traffic or closing lanes. Coordinate activities with the Engineer.
C. Give the Engineer one-week notice before implementing approved traffic control phases. Inform local businesses of impending traffic control activities.
D. Notify police department, fire department, and local schools, churches, and businesses in writing a minimum of five business days prior to beginning work.
E. Maintain 10-foot wide all-weather lanes adjacent to the Work for emergency vehicle use. Keep all-weather lanes free of construction equipment and debris.
F. Do not to obstruct normal flow of traffic from 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. on designated major arterials or as directed by the Engineer.
G. Maintain local driveway access to residential and commercial properties adjacent to work areas at all times. Use all-weather materials approved by the Engineer to maintain temporary driveway access to commercial and residential driveways.
H. Keep streets entering and leaving job site free of excavated material, debris, and foreign material resulting from construction operations in compliance with applicable ordinances.
I. Remove existing signage and striping that conflict with construction

activities or that may cause driver confusion.

J. Provide safe access for pedestrians along major cross streets.
K. Alternate closures of cross streets so that two adjacent cross streets are not closed simultaneously.
L. Do not close more than two consecutive esplanade openings at a time without prior approval from the Engineer.

3.2 CONSTRUCTION PARKING CONTROL

A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles, and the local City's, County's, or HCDD No.1's operations.
B. Monitor parking of construction personnel's vehicles in existing facilities. Maintain vehicular access to and through parking areas.
C. Prevent parking on or adjacent to access roads or in non-designated areas.

3.3 FLARES AND LIGHTS

A. Provide flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.

3.4 HAUL ROUTS

A. Utilize haul routes designated by authorities or shown on drawings for construction traffic.
B. Confine construction traffic to designated haul routes.
C. Provide traffic control at critical areas of haul routes to regulate traffic and minimize interference with public traffic.

3.5 TRAFFIC SIGNS AND SIGNALS

A. Construct necessary traffic control devices for temporary signals required to complete the Work including loop detectors, traffic signal conduits, traffic signal wiring and crosswalk signals. Notify the Hidalgo County Planning Department and appropriate Precinct office a minimum of 60 days in advance of need for control boxes and switchgear. The appropriate Hidalgo County Precinct Office will perform necessary service, programming or adjustments, to signal boxes and switchgear if required during construction.
B. Install and operate traffic control signals to direct and maintain orderly traffic flow in areas under Contractor's control affected by Contractor's operations. Post notices, signs and traffic controls before moving into next phase of traffic control.
C. Relocate traffic signs and signals as the Work progresses to maintain effective traffic control.

D. Unless otherwise approved by the Engineer, provide driveway signs with name of business that can be accessed from each crossover. Use two signs for each crossover.
E. Replace existing traffic control devices in Project area.
F. The Engineer may direct Contractor to make minor adjustments to traffic control
G. signage to eliminate driver confusion and maintain orderly traffic flow during construction at no additional cost to the District.

3.6 BRIDGING TRENCHES AND EXCAVATIONS

A. When necessary, construct bridges over trenches and excavation to permit an unobstructed flow of traffic across construction areas and major drives. Use steel plates of sufficient thickness to support H-20 loading and install to operate with minimum noise.
B. Shore trench or excavation to support bridge and traffic.
C. Secure bridging against displacement with adjustable cleats, angles, bolts or other devices when:
    1. bridging is placed over existing bus routes,
    2. more than five percent of daily traffic is comprised of commercial or truck traffic,
    3. more than two separate plates are used for bridging, and
    4. when bridge is to be used for more than five consecutive days.
D. Extend steel plates used for bridging a minimum of 1 foot beyond edges of trench or excavation. Use temporary paving materials such as premix to feather edges of plates to minimize wheel impact on secured bridging.

3.7 REMOVAL

A. Remove equipment and devices when no longer required.
B. Repair damage caused by installation.
C. Remove post settings to a depth of 2 feet.

3.8 TRAFFIC CONTROL, REGULATION AND DIRECTION

A. Use Flagmen to control, regulate and direct an even flow and movement of vehicular and pedestrian traffic, for periods of time as may be required to provide for public safety and convenience, where:
    1. multi-lane vehicular traffic must be diverted into single lane vehicular traffic,
    2. vehicular traffic must change lanes abruptly,
    3. construction equipment must enter or cross vehicular traffic lanes and walks,
    4. construction equipment may intermittently encroach on vehicular traffic lanes and unprotected walks and crosswalk,
    5. traffic regulation is needed due to rerouting of vehicular traffic around

the Work site, and
6. where construction activities might affect public safety and convenience.

B. Use of Flagmen to assist in the regulation of traffic flow and movement does not relieve Contractor of responsibility to take other means necessary to protect the Work and public.

3.9 INSTALLATION STANDARDS

A. Place temporary pavement for single lane closures, in accordance with TMUTCD.
B. Reinstall temporary and permanent pavement markings as approved by the Engineer. When weather conditions do not allow application according to manufacturer's requirements, alternate markings may be considered. Submit proposed alternate to the Engineer for approval prior to installation. No additional payment will be made for use of alternate markings.

3.10 MAINTENANCE OF EQUIPMENT AND MATERIAL

A. Submit name, address and telephone number of individual designated to be responsible for maintenance of traffic handling at construction site to the Engineer. Individual must be accessible at all times to immediately correct deficiencies in equipment and materials used to handle traffic including missing, damaged, or obscured signs, drums, barricades, or pavement markings.
B. Inspect signs, barricades, drums, lamps and temporary pavement markings daily to verify that they are visible, in good working order, and conform with traffic handling plans as approved by the Engineer. Immediately repair, clean, relocate, realign, or replace equipment or materials that are not in compliance.
C. Keep equipment and materials, signs and pavement markings, clean and free of dust, dirt, grime, oil, mud, or debris.
D. Obtain approval of the Engineer to reuse damaged or vandalized signs, drums, and barricades.

END OF SECTION

SECTION 01562
CONSTRUCTION FENCE

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for furnishing, installing, maintaining and removing construction fence.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

PART 2 – PRODUCTS

2.1 FENCE PROPERTIES

A. Provide construction fence comprised of extruded, high-density polypropylene, 4 foot tall minimum and orange in color unless shown otherwise on the Plans. The mesh openings shall be no larger than 3.25 inches by 1.75 inches.

PART 3 – EXECUTION

3.1 INSTALLATION

A. Install the construction fence with posts of sufficient size and spacing to insure that the construction fence remains upright throughout its installed length and functions as an effective barrier for the areas designated for protection.
B. Maintain and repair the construction fence throughout the duration of the project, at no cost to the District, to insure that the barrier continuously performs its intended function.

3.2 REMOVAL AND DISPOSAL

A. Remove and dispose of the construction fence upon completion of the project. Refer to Section 02120 – Material Disposal.

END OF SECTION

SECTION 01565
GENERAL SOURCE CONTROLS

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for best management practices and care of the work area.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 DEFINITION

A. State Waters: The water of the ordinary flow, underflow, and tides of every flowing river, natural stream, and lake, and of every bay or arm of the Gulf of Mexico, and the stormwater, floodwater, and rainwater of every river, natural stream, and watercourse in the state. State Waters do not include percolating groundwater, diffuse surface rainfall runoff, groundwater seepage, or springwater before it reaches the watercourse.

1.4 PROTECTION OF TREES

A. Heavy equipment, vehicular traffic and stockpiles of construction materials are not permitted within the dripline of any tree designated to remain. Contractor shall avoid all contact with trees to remain unless otherwise directed by the Engineer.
B. Trees to remain, as shown on the Plans or marked onsite, shall be boxed or fenced at the perimeter of the tree's dripline.
C. Tree trunks, exposed roots and limbs of the trees designated to remain which are damaged during construction operations will be cared for as prescribed by an urban forester or licensed tree expert at the expense of the Contractor.
D. Replace trees that were designated to remain which are damaged beyond repair or removed without authorization by the Contractor. Determination of trees damaged beyond repair and the tree's suitable replacement will be made by an urban forester or a licensed

tree expert and approved by the Engineer. Determination and replacement expenses shall be paid for by the Contractor at no additional cost to the District.

E. Provide warranty for survivability of replacement tree(s) for 1 year after planting.

1.5 DUST CONTROL

A. Control dust blowing and movement on construction sites and roads to prevent exposure of soil surfaces, to reduce on and offsite damage, to prevent health hazards and to improve traffic safety.

B. Control dust blowing by utilizing one or more of the following:
   1. Paper or wood mulches bound with natural or chemical binders.
   2. Temporary vegetative cover.
   3. Apply dust suppressants at manufacturer's recommended rate for duration required.
   4. Irrigation by water sprinkling.
   5. Spreading hay.

C. Implement dust controls immediately whenever dust can be observed blowing on the site or as directed by the Engineer.

D. Provide copy of Water Rights Permit from the Texas Commission on Environmental Quality (TCEQ) prior to using State Water.

1.6 EQUIPMENT MAINTENANCE AND REPAIR

A. Confine maintenance and repair of construction machinery and equipment to areas specifically designated for that purpose. Locate and design designated areas so that oils, gasoline, grease, solvents and other potential pollutants cannot be allowed into soils, receiving streams or stormwater conveyance systems. Provide adequate waste disposal receptacles for liquid, as well as, solid waste. Inspect and clean maintenance areas daily.

B. On a site where designated equipment maintenance areas are not feasible, care must be taken during each individual repair or maintenance operation to prevent potential pollutants from becoming available to be washed into streams or stormwater conveyance systems. Provide and use temporary waste disposal receptacles.

1.7 WASTE COLLECTION AND DISPOSAL

A. Refer to Section 02120 – Material Disposal.

B. Provide a plan for the collection and disposal of waste materials on the site. Designate locations for trash and waste receptacles and establish a collection schedule. Specify and carry out methods for ultimate disposal of waste in accordance with applicable local, State and Federal health and safety regulations. Make special provisions for the collection and disposal of liquid wastes and toxic or hazardous materials.

C. Keep receptacles and other waste collection areas neat and orderly. Do not allow waste to overflow its container or accumulate for excessively long periods of time. Locate trash collection points where they will least likely be affected by stormwater runoff.

1.8 PUBLIC ROAD MAINTENANCE

A. Remove soil spilled, dropped, washed or tracked on to public rights-of-way immediately.

1.9 WASHING AREAS

A. Wash vehicles such as concrete or dump trucks and other construction equipment in accordance with current local, State and Federal rules and regulations and, as a minimum, vehicles such as concrete or dump trucks and other construction equipment shall not be washed at locations where runoff will flow directly into a watercourse or stormwater conveyance system. Special areas shall be designated for washing vehicles. These areas should be located where the wash water will spread out and evaporate or infiltrate directly into the ground, or where runoff can be collected in a temporary holding or seepage basin. Construct wash areas with gravel or rock bases to minimize mud generation.

1.10 STORAGE OF CONSTRUCTION MATERIALS, CHEMICALS, ETC.

A. Isolate sites where chemicals, cements, solvents, paints or other potential water pollutants are to be stored, so that they will not cause runoff pollution.
B. Store toxic chemicals and materials, such as pesticides, paints and acids in accordance with manufacturer's guidelines. Protect groundwater resources from leaching by placing a plastic liner or other impervious materials, as approved by the Engineer, on any areas where toxic liquids are to be opened and stored.

1.11 SANITARY FACILITIES

A. Provide construction site with adequate sanitary facilities for workers in accordance with applicable local, State and Federal health regulations.

1.12 INSPECTION REPORTS

A. Best Management Practices (BMP's) must be implemented for sediment Control. Submit Inspection and Maintenance Reports as required.

1.13 PART 2 – PRODUCTS – Not used
1.14 PART 3 – EXECUTION – Not used

END OF SECTION

SECTION 01580
PROJECT SIGNS

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for project identification sign installation and maintenance and for SWPPP/BMP (Storm Water Pollution Prevention Plan/Best Management Practices) sign and CSN (Construction Site Notice) holder construction, installation, maintenance and removal.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

PART 2 – PRODUCTS

2.2 PROJECT SIGNS

A. Project identification sign(s) to be installed by the Contractor.
B. SWPPP/BMP Sign:
   1. Place laminated copies of Notice of Intents (NOIs) for Contractor and Owner on front of sign as required.
   2. Post both laminated Storm Water Permits upon receipt.
C. Construction Site Notice Holder(s):
   1. Place laminated Construction Site Notice on front of notice holder.

2.3 SUPPORTS

A. Project Identification Sign:
   1. When required, provide (0.4) pressure treated 12 feet long, 4 inch by 4 inch posts with appropriate hardware. Paint posts white.
B. SWPPP/BMP Sign:
   1. When required, provide (0.4) pressure treated 12 feet long, 4 inch by 4 inch posts. Paint posts white.
C. Construction Site Notice Holder(s):

1. When required, provide (0.4) pressure treated 4 feet long 2 inch by 4 inch lumber to secure notice holder. Paint posts white.

PART 3 – EXECUTION

3.1 CONSTRUCTION

A. SWPPP/BMP Sign:
   1. Construct sign roof from 3 pieces of 1 foot by 5 foot by ¾ inch thick exterior grade (EXT BC) plywood. Stack, fasten together and miter plywood for roof at 45 degree angle. Paint roof white.
   2. Construct sign from 4 foot by 4 foot by ¾ inch thick exterior grade (EXT BC) plywood. Paint sign white.
   3. Staple laminated NOIs to front of sign.
   4. Place 4 foot by 4 foot by ¼ inch clear plexiglass over notices on front of sign. Use ½ inch hot-dipped galvanized bolts, washers and nuts to secure plexiglass and sign to posts per drawing on Stormwater Pollution Prevention Detail Sheet. Use 3 bolts per post.
   5. Seal joint at top between plywood and plexiglass with white exterior grade waterproof caulk.

B. Construction Site Notice Holder(s):
   1. Construct notice holder from 1.5 foot by 1.5 foot by ¾ inch thick exterior grade (EXT BC) plywood. Paint white.
   2. Bolt notice holder to 2 by 4 inch posts with 2 hot-dipped galvanized screws per post. Paint posts white.
   3. Staple laminated Construction Site Notice to front of notice holder.
   4. Place Construction Site Notice holder at each entrance to the construction site.

3.2 INSTALLATION (WHEN REQUIRED)

A. Project Sign(s):
   1. Install Project Identification sign(s), SWPPP/BMP sign and Construction Site Notice holder(s) prior to construction start.
   2. Install, relocate, when required, and maintain all project signs for duration of Project.

B. Install sign(s) at location(s) designated by the Engineer or where shown on the Plans. Position the sign(s) in such a manner as to be fully visible and readable by the general public.

C. Install sign(s) level and plumb.

D. Project Identification Sign(s):
   1. Mount each Project Identification sign on two 12 feet long 4 inch by 4 inch posts; Install in the ground a minimum of 30 inches.

E. SWPPP/BMP Sign:
   1. Drive supports a minimum of 3 feet into ground.

F. Construction Site Notice Holder(s):
   1. Drive supports a minimum of 1 foot into ground.

3.3 MAINTENANCE

A. Maintain signs and supports.
B. Report deterioration or damage to the Project Identification sign(s) immediately. At the Engineer's discretion, the Engineer will provide new Project Identification sign(s). If required, install new sign(s) at no cost to the District.
C. Maintenance and replacement of the SWPP/BMP sign and Construction Site Notice holder(s) are the Contractor's responsibility at no additional cost to the District.

3.4 REMOVAL

A. Upon completion of project, remove Project Identification sign(s) and supports. Transport sign and supports to designated location, as directed by the Engineer. Restore the area prior to final payment.
B. Remove and dispose of non-reuseable foundation material. Refer to Section 02120 – Material Disposal.
C. SWPPP/BMP sign and Construction Site Notice holder(s) are to remain in place after final payment, unless directed otherwise by the Engineer.

3.5 SAMPLE SIGN

HIDALGO COUNTY
DRAINAGE DISTRICT NO.1
Raul E. Sesin, P.E., CFM – District General Manager

PROJECT NAME

Hidalgo County Drainage District No.1 Board of Directors

Judge Richard F. Cortez	-	Chairman of the Board
Commissioner David L. Fuentes	-	Board Member
Commissioner Eduardo "Eddie" Cantu	-	Board Member
Commissioner Joe M. Flores	-	Board Member
Commissioner Ellie Torres	-	Board Member

Contractor _____ Engineer: _____ Project Manager: _____

SAMPLE

END OF SECTION

SECTION 02081
CAST-IN-PLACE CONCRETE MANHOLES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Cast-in-place concrete manholes for sanitary sewers, water lines and storm sewers, including box sewers.
B. Pile-supported concrete foundation used for unstable subgrade treatment for manhole base.

1.2 MEASUREMENT AND PAYMENT

A. Measurement and payment is as noted on the Unit Price Schedule.
B. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 REFERENCES

A. ASME B 16.1 - Cast Iron Pipe Flanges and Flanged Fittings.
B. ASTM A 307 - Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile.
C. ASTM C 270 - Standard Specification for Mortar for Unit Masonry.
D. ASTM C 923 - Standard Specifications for Resilient Connectors Between Reinforced Concrete Manhole Structures and Pipes.
E. ASTM C 1107 - Standard Specification for Packaged Dry, Hydraulic - Cement Grout (Non- shrink).
F. ASTM D 698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lb/ft3).
G. ASTM D 2665 - Standard Specification for Poly Vinyl Chloride (PVC) Plastic Drain, Waste and Vent Pipe, and Fittings.
H. ASTM D 2996 - Standard Specification for Filament-wound Fiberglass (Glass-Fiber- Reinforced Thermosetting-Resin) Pipe.
I. ASTM D 2997 - Standard Specification for Centrifugally Cast Fiberglass (Glass-Fiber- Reinforced Thermosetting-Resin) Pipe.
J. ASTM F 2306 – Standard Specification for 12 to 60 in. [300 to 1500 mm] Corrugated profile – Wall Polyethylene (PE) Pipe Fittings for Gravity-Flow Storm Sewer and Subsurface Drainage Applications.
K. ASTM F 2510 – Standard Specification for Resilient Connectors Between Concrete Manhole Structures and Corrugated High-Density Polyethylene Drainage Pipes.
L. AWWA C 213 - Standard for Fusion Bonded Epoxy Coating for Interior and Exterior of Steel Water Pipelines.

1.4 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.
B. Submit proposed design mix and test data for each type and strength of concrete.
C. Submit manufacturer's data and details of following items for approval:
    1. Frames, grates, rings, and covers.
    2. Materials to be used in fabricating drop connections.
    3. Materials to be used for pipe connections at manhole walls.
    4. Materials to be used for stubs and stub plugs.
    5. Plugs to be used for sanitary sewer hydrostatic testing.
    6. Installation instructions for forms.

PART 2 - PRODUCTS

2.1 CONCRETE

A. Conform to requirements for Concrete for Utility Construction.
B. Provide Class A concrete with minimum compressive strength of 4000 psi unless otherwise indicated on Drawings.

2.2 REINFORCING STEEL

A. Conform to requirements for Concrete for Utility Construction.

2.3 MORTAR

A. Conform to requirements for Mortar

2.4 MISCELLANEOUS METALS

A. Provide cast-iron frames, grates, rings, and covers conforming to requirements of Section 02090 - Frames, Grates, Rings, and Covers.

2.5 DROP CONNECTIONS AND STUBS

A. Provide drop connections and stubs conforming to same pipe material requirements used in main pipe, unless otherwise indicated on Drawings.

2.6 PIPE CONNECTIONS

A. Sanitary Sewers.
    1. Provide resilient connectors conforming to requirements of ASTM C 923. Use the following materials for metallic mechanical devices as defined in ASTM C 923:
        a. External clamps: Type 304 stainless steel
        b. Internal, expandable clamps on Standard manholes: Type 304

stainless steel, 11 gauge minimum

c. Internal, expandable clamps on corrosion-resistant manholes:
   (1) Type 316 stainless steel, 11 gauge minimum
   (2) Type 304 stainless steel, 11 gauge minimum, coated with minimum 16 mil fusion-bonded epoxy conforming to AWWA C213

2. Where rigid joints between pipe and cast-in-place manhole base are specified or shown on Drawings, provide polyethylene-isoprene water stop meeting physical property requirements of ASTM C 923, such as Pres-Seal WS Series, or approved equal.

B. Storm Sewers: Use non-shrink grout for storm sewer pipe connections to concrete manholes, unless otherwise shown on Drawings. Grout pipe penetration in place on both inside and outside of manhole.

C. Water Lines
1. Where smooth exterior pipes, i.e., steel, ductile iron, or PVC pipes are connected to manhole base or barrel, seal space between pipe and manhole wall with assembly consisting of rubber gasket or links mechanically compressed to form a watertight barrier. Assemblies: Press-Wedge, Pres-Seal, Thunder line, Link-Seals, or approved equal. See Drawings for placement of assembly in manhole sections.
2. When connecting concrete or cement mortar coated steel pipes, or as option for connecting exterior pipes to manhole base or barrel, space between pipe and manhole wall may be sealed with an assembly consisting of a stainless-steel power sleeve, stainless steel take-up clamp and a rubber gasket. Take-up clamp: Minimum of 9/16 inch wide. Provide PSX positive seal gasket system by Press-Seal Gasket Corporation or approved equal.

2.7 SEALANT MATERIALS

A. Provide sealing materials between precast concrete adjustment ring and manhole cover frame, such as Adeka Ultraseal P 201, or approved equal.
B. Provide external sealing material from Canusa Wrapid Seal manhole encapsulation system, or approved equal.
C. Butyl Sealant: Provide Press-Seal EZ Stick, or equal, for HDPE rings.

2.8 BACKFILL MATERIALS

A. Conform to the requirements of Section 02317 - Excavation and Backfill for Utilities.

2.9 NON-SHRINK GROUT

A. Provide prepackaged, inorganic, flowable, non-gas-liberating, non-metallic, cement-based non-shrink grout requiring only addition of water.
B. Provide grout meeting requirements of ASTM C 1107 and having

minimum 28-day compressive strength of 7000 psi.

2.10 VENT PIPES

A. Provide external vent pipes for manholes where indicated on Drawings.
B. Buried Vent Pipes: Provide 3-inch or 4-inch PVC DWV pipe conforming to ASTM D 2665. Alternatively, provide FRP pipe as specified for vent outlet assembly.
C. Vent Outlet Assembly: Provide vent outlet assembly as shown on Drawings, constructed of following specified materials:
    1. FRP Pipe: Provide filament-wound FRP conforming to ASTM D 2996 or centrifugally cast FRP conforming to ASTM D 2997. Seal cut ends in accordance with manufacturer's recommendations.
    2. Joints and Fittings: Provide epoxy- bodied fittings and join pipe to fittings with epoxy adhesive, according to pipe manufacturer's instructions.
    3. Flanges: Provide socket-flange fittings for epoxy adhesive bonding to pipe ends where shown on Drawings. Meet bolt pattern and dimensions for ASME B 16.1, 125- pound flanges. Use Type 304 stainless steel or hot-dip zinc coated, conforming to ASTM A 307, Class A or B flange bolts.
    4. Coating: Provide 2-component, aliphatic polyurethane coating, using primer or tie coat recommended by manufacturer. Provide two or more coats to yield dry film thickness of at least 3 mils. Provide Amershield, Tnemec 74, or approved equal. The Engineer selects color from manufacturer's standard colors.

2.11 MANHOLE LADDER FOR WATERLINE MANHOLES

A. Manhole Ladder: Fiberglass with 300-lb rating at appropriate length; conform to requirements of Occupational Safety and Health Standards (OSHA), U.S. Department of Labor except where shown on Drawings.
    1. Use components, including rungs, made of fiberglass, fabricated with nylon or aluminum rivets and/or epoxy. Apply non-skid coating to ladder rungs. Mount ladder using manufacturer's recommended hardware.
    2. Provide ladder as manufactured by Saf-Rail or approved equal. Locate ladder as shown on Drawings.
    3. Fiberglass: Premium type polyester resin, reinforced with fiberglass; constructed to provide complete wetting of glass by resin; resistant to rot, fungi, bacterial growth and adverse effects of acids, alkalis and residential and industrial waste; yellow in color.
    4. Provide approved petroleum-based tape encapsulating bolts in access manhole.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify lines and grades are correct.
B. Determine if subgrade, when scarified and recompacted, can be compacted to 95 percent of maximum Standard Proctor Density at ±3% optimum moisture content according to ASTM D 698 prior to placement of material and base section. If it does not meet the moisture- density requirement, condition the subgrade until the required moisture-density requirement is met or treat as an unstable subgrade.
C. Do not build manholes in ditches, swales, or drainage paths unless approved by the Engineer.

3.2 MANHOLES

A. Construct manholes to dimensions shown on Drawings. Commence construction as soon as possible after pipes are laid. On monolithic sewers, construct manholes at same time sewer is being constructed.
B. Unstable Subgrade Treatment: When unstable subgrade is encountered, notify the Engineer for examination of subgrade to determine if subgrade has heaved upwards after being excavated. When heaving has not occurred, over-excavate subgrade to allow for 24- inch-thick layer of crushed stone wrapped in filter fabric as foundation material under manhole base. When there is evidence of heaving, provide pile-supported concrete foundation, as detailed on Drawings, under manhole base.
C. Cast manhole foundations and walls monolithically. Use cold joint with approved water stop when manhole flow line depth exceeds 12 feet. No other joints will be allowed unless shown on Drawings. Wrap cold joints with external sealing material, minimum 6-inch with.
D. For concrete containing micro silica admixtures, place, finish, and cure concrete for manholes following procedures for Concrete for Utility Construction
E. Top of manhole elevations shown on Drawings are approximate, based on current pavement and natural ground conditions as determined from elevations measured on 50-foot spacing. No additional payment will be made if final elevation of manhole ring and cover is higher or lower due to requirements of finished grade or replaced pavement surface.
F. For water lines place concrete for manhole base on 12" thick (minimum) foundation of cement stabilized sand. Compact cement stabilized sand in accordance with requirements of 02321 – Cement Stabilized Sand.
G. For manholes located over large diameter water lines, place base on a foundation of cement stabilized sand extending from bottom of manhole to bottom of trench. Manhole base is to be a minimum of 12-inches above water line.

3.3 PIPE CONNECTIONS

A. Install approved resilient connectors at each pipe entering and exiting water line and sanitary sewer manholes in accordance with manufacturer's instructions.
B. Grout storm sewer connections to manhole unless otherwise shown on Drawings. Grout pipe penetrations both inside and outside of manhole.
C. Ensure no concrete, cement stabilized sand, fill, or other solid material is allowed to enter space between pipe and edge of wall opening at and around resilient connector on interior or exterior of manhole. When necessary, fill space with compressible material to ensure resilient connector will maintain full flexibility where evidence of reduced flexibility is encountered.
D. Where new manhole is to be constructed on existing sewer, a rigid joint pipe may be used. Install water stop gasket around existing pipe at center of cast-in-place wall. Join ends of split water stop material at pipe spring line using adhesive recommended and supplied by water stop manufacturer.
E. Do not construct joints on sanitary sewer pipe within wall sections of manholes. Use approved connection material.
F. Construct pipe stubs with resilient connectors for future connections at locations and with material indicated on Drawings. Install approved stub plugs at interior of manhole.
G. Test connection for watertight seal before backfilling.

3.4 INVERTS FOR SANITARY SEWERS

A. Construct invert channels to provide smooth flow transition waterway with no disruption of flow at pipe-manhole connections. Conform to following criteria:
    1. Slope of invert bench: 1 inch per foot minimum; 1 1/2 inch per foot maximum.
    2. Depth of bench to invert:
        a. Pipes smaller than 15 inches: one-half of largest pipe diameter
        b. Pipes 15 to 24 inches: three-fourths of largest pipe diameter
        c. Pipes larger than 24 inches: equal to largest pipe diameter
    3. Invert slope through manhole: 0.10-foot drop across manhole with smooth transition of flow at pipe-manhole connections. Conform to following criteria.
B. Form invert channels with Class A concrete if not integral with manhole base. For direction changes of mains, construct channels tangent to mains with maximum possible radius of curvature. Provide curves for side inlets and smooth invert fillets for flow transition between pipe inverts.

3.5 DROP CONNECTIONS FOR SANITARY SEWERS

A. Backfill drop assembly with crushed stone wrapped in filter fabric, cement-stabilized sand, or Class A concrete to form solid mass. Extend

cement stabilized sand or concrete encasement minimum of 4 inches outside bells.

B. Install connection when sewer line enters manhole higher than 24 inches above invert of manhole.

3.6 STUBS FOR FUTURE CONNECTIONS

A. In manholes where future connections are indicated on Drawings, install resilient connectors and pipe stubs with approved watertight plugs.

3.7 ADJUSTMENT RINGS AND FRAME

A. Combine precast concrete or HDPE adjustment rings so elevation of installed casting cover matches pavement surface. Seal between concrete adjustment ring and precast top section with non-shrink grout; do not use mortar between adjustment rings. Apply latex-based bonding agent to precast concrete surfaces to be joined with non-shrink grout. Set cast iron frame on adjustment ring in a bed of approved sealant material. Install a sealant bed consisting of two beads of sealant, each bead having minimum dimensions of 1/2-inch and 1/2-inch wide.

B. Wrap manhole frame and adjustment rings with external sealing material, minimum 3 inches beyond joint between ring and frame, and ring and precast section.

C. For manholes in unpaved areas, set top of frame minimum of 6 inches above existing ground line unless otherwise indicated on Drawings. Encase manhole frame in mortar or non-shrink grout placed flush with face of manhole ring and top edge of frame. Provide rounded corner around perimeter.

3.8 BACKFILL

A. After concrete obtains adequate strength, place and compact backfill materials in area of excavation surrounding manholes in accordance with requirements of Section 02317 - Excavation and Backfill for Utilities. Use embedment zone backfill material for adjacent utilities, as shown in the HCDD No. 1 Standard Details over each pipe connected to manhole. Provide trench zone backfill, as specified for adjacent utilities, above embedment zone backfill.

B. Where rigid joints are used for connecting existing sewers to manhole, backfill under existing sewer up to spring line of pipe with Class B concrete or flowable fill.

C. In unpaved areas, provide positive drainage away from manhole frame to natural grade. Provide minimum of 4 inches of topsoil conforming to requirements of Section 02911 - Topsoil. Seed in accordance with Section 02921 - Hydro-mulch Seeding, or sod disturbed areas in accordance with Section 02922 - Sodding.

3.9 FIELD QUALITY CONTROL

A. Conduct leakage testing of Sanitary Sewer manholes in accordance with requirements for Acceptance Testing for Sanitary Sewers.

3.10 PROTECTION

A. Protect manholes from damage until subsequent work has been accepted. Repair or replace damaged elements of manholes at no additional cost to the District.

END OF SECTION

SECTION 02082
PRECAST CONCRETE MANHOLES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Precast concrete manholes for sanitary sewers, storm sewers, and water lines. Manhole bases maybe round or square.
B. Precast concrete sanitary sewer manholes with PVC liner where corrosion resistant manholes are specifically indicated in Drawings.
C. Pile-supported concrete foundation used for unstable subgrade treatment for manhole base.

1.2 MEASUREMENT AND PAYMENT

A. Measurement and payment is as noted on the Unit Price Schedule.
B. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 REFERENCES

A. ASME B 16.1 - Cast Iron Pipe Flanges and Flanged Fittings
B. ASTM A 307 - Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile
C. ASTM A 615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
D. ASTM C 270 - Standard Specification for Mortar for Unit Masonry
E. ASTM C 443 - Standard Specification for Joints for Circular Concrete Sewer and Culvert Pipe, Using Rubber Gaskets.
F. ASTM C 478 - Standard Specification for Precast Reinforced Concrete Manhole Sections
G. ASTM C 890 - Standard Practice for Minimum Structural Design Loading for Monolithic or Sectional Precast Concrete Water and Wastewater Structures.
H. ASTM C 913 – Standard Specifications for Precast Concrete Water and Wastewater Structures.
I. ASTM C 923 - Standard Specifications for Resilient Connectors Between Reinforced Concrete Manhole Structures and Pipes
J. ASTM C 990 – Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
K. ASTM D 698 - Standard Test Method for Laboratory Compaction Characteristics of Soil. Using Standard Effort (12,400 ft-lb/ft)
L. ASTM D 2665 - Standard Specification for Poly (Vinyl Chloride) (PVC)

Plastic Drain, Waste and Vent Pipe and Fittings

M. ASTM D 2996 - Standard Specification for Filament-Wound "Fiberglass" (Glass-Fiber- Reinforced Thermosetting-Resin) Pipe
N. ASTM D 2997 - Standard Specification for Centrifugally Cast "Fiberglass" (Glass-Fiber- Reinforced Thermosetting Resin) Pipe
O. ASTM F 2306 – Standard Specification for 12 to 60 in. [300 to 1500 mm] Annular Corrugated Profile-Wall Polyethylene (PE) Pipe and Fittings for Gravity-Flow Storm Sewer and Subsurface Drainage Applications.
P. ASTM F 2510 – Standard Specification for Resilient Connectors between Concrete Manhole Structures and Corrugated High-Density Polyethylene Drainage Pipes.
Q. AWWA C 213 - Standard for Fusion Bonded Epoxy Coating for Interior and Exterior of Steel Water Pipelines
R. American Association of State Highway and Transportation Officials (AASHTO)

1.4 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.
B. Submit manufacturer's data and details of following items for approval:
    1. Shop drawings of manhole sections, base units and construction details, including reinforcement, jointing methods, materials and dimensions.
    2. Summary of criteria used in manhole design including, as minimum, material properties, loadings, load combinations, and dimensions assumed. Include certification from manufacturer that precast manhole design is in full accordance with ASTM C 478 and/or ASTM C 890 and design criteria as established in this Specification.
    3. Frames, grates, rings, and covers
    4. Materials to be used in fabricating drop connections
    5. Materials to be used for pipe connections at manhole walls
    6. Materials to be used for stubs and stub plugs, if required
    7. Materials and procedures for corrosion-resistant liner and coatings, if required.
    8. Plugs to be used for sanitary sewer hydrostatic testing
    9. Manufacturer's data for pre-mix (bag) concrete, if used for channel inverts and benches
C. Seal submittal drawings by Professional Engineer registered in State of Texas.

PART 2 - PRODUCTS

2.1 PRECAST CONCRETE MANHOLES

A. Provide manhole sections, base sections, and related components conforming to ASTM C 478. Provide base riser section with integral floors, unless shown otherwise. Provide adjustment rings which are

standard components of manufacturer of manhole sections. Mark date of manufacture and name or trademark of manufacturer on inside of barrel.

B. Construct barrels for precast manholes from standard reinforced concrete manhole sections of diameter indicated on Drawings. Use various lengths of manhole sections in combination to provide correct height with fewest joints. Design wall sections for depth and loading conditions, with minimum thickness of 5 inches. Base section shall have minimum thickness of 12 inches under invert.

C. Provide tops to support cast iron casting meeting AASHTO M-306 Section 5 loading, and receive manhole frame & covers, as indicated on Drawings.

D. Where manholes larger than 48-inch diameter are indicated on Drawings, provide precast base sections with flat slab top precast sections used to transition to 48-inch diameter manhole access riser sections. Transition can be concentric or eccentric unless otherwise shown on Drawings. Locate transition to provide minimum of 7-foot head clearance from base to underside of transition unless otherwise approved by the Engineer.

E. Design Loading Criteria: Manhole walls, transition slabs, cone tops, and manhole base slab shall be designed, by manufacturer, to requirements of ASTM C 478, ASTM C 890 and/or ASTM C 913 for depth as shown on Drawings and to resist following loads.
   1. AASHTO M-306 H-20 / HS-20 design live loading loads as referred to in AASHTO M-306 applied to manhole cover and transmitted down to transition and base slabs
   2. Unit soil weight of 120 pcf located above portions of manhole, including base slab projections
   3. Lateral soil pressure based on saturated soil conditions producing an at-rest equivalent fluid pressure of 100 pcf
   4. Internal liquid pressure based on unit weight of 63 pcf
   5. Dead load of manhole sections fully supported by transition and base slabs

F. Design: Manhole walls, transition slabs, cone tops, and manhole base slab shall be designed according to requirements of ASTM C 478, ASTM C 890 and/or ASTM C 913 and following:
   1. Design additional reinforcing steel to transfer stresses at openings. Area of steel to be no less than shown on Drawings.
   2. Wall loading conditions:
      a. Saturated soil pressure acting on empty manhole
      b. Manhole filled with liquid to a halfway depth as measured from invert to cover, with no balancing external soil pressure
   3. Minimum clear distance between two wall penetrations shall be 12 inches or half diameter of smaller penetration, whichever is greater

G. Provide joints between sections with askets conforming to ASTM C 443 and/or ASTM C- 990.

H. When base is cast monolithic with portion of vertical section, extend reinforcing in vertical section into base.

I. Precast Concrete Base: Suitable cutouts or holes to receive pipe and

connections. Lowest edge of holes or cutouts: For water line manhole, no less than 6 inches above inside surface of floor of base.

2.2 CONCRETE

A. Conform to requirements of Section 03315 - Concrete for Utility Construction.
B. Channel Inverts: Use 5 sack premix (bag) concrete or Class A concrete for inverts not integrally formed with manhole base, with minimum compressive strength of 4000 psi.
C. Cement Stabilized Sand Foundation: Provide cement stabilized sand foundation under base section in lieu of foundation slab, as shown on Drawings, conforming to requirements of Section 02321 - Cement Stabilized Sand.
D. Concrete Foundation: Provide Class A concrete with minimum compressive strength of 4000 psi for concrete foundation slab under manhole base section where indicated on Drawings.

2.3 REINFORCING STEEL

A. Conform to requirements for Concrete for Utility Construction.

2.4 MORTAR

A. Conform to requirements for Mortar.

2.5 MISCELLANEOUS METALS

A. Provide cast-iron frames, rings, and covers conforming to requirements of Section 02090 - Frames, Grates, Rings and Covers.

2.6 DROP CONNECTIONS AND STUBS

A. Provide drop connections and stubs conforming to same pipe material requirements used in main pipe, unless otherwise indicated on Drawings.

2.7 PIPE CONNECTIONS TO MANHOLE

A. Sanitary Sewers
    1. Provide resilient connectors conforming to requirements of ASTM C 923. Use the following materials for metallic mechanical devices as defined in ASTM C 923:
        a. External clamps: Type 304 stainless steel
        b. Internal, expandable clamps on standard manholes: Type 304 stainless steel, 11 gauge minimum.
        c. Internal, expandable clamps on corrosion-resistant manholes:
            (1) Type 316 stainless steel, 11 gauge minimum

(2) Type 304 stainless steel, 11 gauge minimum, coated with minimum 16 mil fusion-bonded epoxy conforming to AWWA C 213

2. Where rigid joints between pipe and cast-in-place manhole base are specified or shown on Drawings, provide polyethylene-isoprene water-stop meeting physical property requirements of ASTM C 923, such as Press-Seal WS Series, or approved equal.

B. Storm Sewer Connections:
   1. Provide watertight connections in accordance with ASTM C 923 and ASTM F 2510 as applicable for flexible (hdpe and cmp) pipe. Rigid (concrete) pipe to manhole connections do not have to comply with ASTM C 923 and may grouted instead.

C. Water Lines
   1. Where smooth exterior pipes, i.e., steel, ductile iron, or PVC pipes are connected to manhole base or barrel, seal space between pipe and manhole wall with assembly consisting of rubber gasket or links mechanically compressed to form a watertight barrier. Assemblies: Press-Wedge, Res-Seal, Thunderline Link-Seal, or approved equal. See Drawings for placement of assembly in manhole sections.
   2. When connecting concrete or cement mortar coated steel pipes, or as option for connecting smooth exterior pipes to manhole base or barrel, space between pipe and manhole wall may be sealed with an assembly consisting of a stainless-steel power sleeve, stainless steel -up clamp and a rubber gasket. Take-up clamp: Minimum of 9/16 inch wide. Provide PSX positive seal gasket system by Press-Seal Gasket Corporation or approved equal.

2.8 SEALANT MATERIALS

A. Approved products in accordance with for Product Substitution Procedures.
B. Sealing material between precast concrete adjustment ring and manhole, between each adjustment ring, and between adjustment ring and manhole cover frame shall be a hydrophilic elastic sealant, which adheres to both concrete and metal, or approved equal.
C. Provide approved external sealing material from Canusa Wrapid Seal manhole encapsulation system, or approved equal.
D. Provide Butyl Sealant: Provide Press-Seal EZ Stick, or equal, for HDPE rings.

2.9 BACKFILL MATERIALS

A. Conform to requirements of Section 02317 - Excavation and Backfill for Utilities.

2.10 NON-SHRINK GROUT

A. Provide prepackaged, inorganic, flowable, non-gas-liberating, non-metallic, cement-based grout requiring only addition of water.
B. Meet requirements of ASTM C 1107 and have minimum 28-day compressive strength of 7000 psi.

2.11 VENT PIPES

A. Provide external vent pipes for manholes where indicated on Drawings.
B. Buried Vent Pipes: Provide 3 inch or 4 inch PVC DWV pipe conforming to ASTM D2665. Alternatively, provide FRP pipe as specified for vent outlet assembly.
C. Vent Outlet Assembly: Provide vent outlet assembly as shown on Drawings, constructed of following specified materials:
    1. FRP Pipe: Provide filament wound FRP conforming to ASTM D 2996 or centrifugally cast FRP conforming to ASTM D 2997. Seal cut ends in accordance with manufacturer's recommendations.
    2. Joints and Fittings: Provide epoxy bodied fittings and join pipe to fittings with epoxy adhesive
    3. Flanges: Provide socket-flange fittings for epoxy adhesive bonding to pipe ends where shown on Drawings. Meet bolt pattern and dimensions for ASME B 16.I, 125- pound flanges. Flange bolts shall be Type 304 stainless steel or hot-dip zinc coated, conforming to ASTM A 307, Class A or B.
    4. Coating: Provide approved 2-component, aliphatic polyurethane coating using primer or tie coat recommended by manufacturer. Provide two or more coats to yield dry film thickness of at least 3 mils. Color shall be selected by the Engineer from manufacturer's standard colors.

2.12 PROHIBITED MATERIALS

A. Do not use brick masonry for construction of sanitary storm sewer manholes, including adjustment of manholes to grade. Use only specified materials listed above.

2.13 MANHOLE LADDER FOR WATERLINE MANHOLES

A. Manhole Ladder: Fiberglass with 300-lb rating at appropriate length; conform to requirements of Occupational Safety and Health Standards (OSHA), U.S. Department of Labor except where shown on Drawings:
    1. Use components, including rungs, made of fiberglass, fabricated with nylon or aluminum rivets and/or epoxy. Apply non-skid coating to ladder rungs. Mount ladder using manufacturer's recommended hardware.
    2. Provide ladder as manufactured by Saf-Rail or approved equal. Locate ladder as shown on Drawings.
    3. Fiberglass: Premium type polyester resin, reinforced with fiberglass;

constructed to provide complete wetting of glass by resin; resistant to rot, fungi, bacterial growth and adverse effects of acids, alkalis and residential and industrial waste; yellow in color.

B. Provide approved petroleum-based tape encapsulating bolts in access manhole.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that lines and grades are correct.
B. Determine if subgrade, when scarified and recompacted, can be compacted to 95 percent of maximum Standard Proctor Density, at ±3% optimum moisture content according to ASTM D 698 prior to placement of foundation material and base section. If it does not meet the moisture-density requirement, condition the subgrade until the required moisture-density requirement is met or treat as an unstable subgrade.
C. Do not build manholes in ditches, swales, or drainage paths unless approved by the Engineer.

3.2 PLACEMENT

A. Install precast manholes to conform to locations and dimensions shown on Drawings.
B. Place sanitary and storm manholes at points of change in alignment, grade, size, pipe intersections, and end of sewer unless otherwise shown on Drawings.

3.3 MANHOLE BASE SECTIONS AND FOUNDATIONS

A. Place precast base on 12-inch-thick (minimum) foundation of crushed stone wrapped in filter fabric, cement stabilized sand, or concrete foundation slab. Compact cement-sand in accordance with requirements of Section 02321 - Cement Stabilized Sand.
B. Unstable Subgrade Treatment: When unstable subgrade is encountered, notify the Engineer for examination of subgrade to determine if subgrade has heaved upwards after being excavated. When heaving has not occurred, over-excavate subgrade to allow for 24- inch-thick layer of crushed stone wrapped in filter fabric as foundation material under manhole base. When there is evidence of heaving, provide pile-supported concrete foundation, as detailed on Drawings, under manhole base.
C. For manholes located over large diameter water lines, place precast base on a foundation of cement stabilized sand extending from bottom of manhole to bottom of trench. Manhole base is to be a minimum of 12-inches above water line.

3.4 PRECAST MANHOLE SECTIONS

A. Install sections, joints, and gaskets in accordance with manufacturer's printed recommendations.
B. Install precast adjustment rings above tops of cones or flat-top sections as required to adjust finished elevation and to support manhole frame.
C. Seal any lifting holes with non-shrink grout.
D. Where PVC liners are required, seal joints between sections in accordance with manufacturer's recommendations.
E. Place at least two precast concrete grade rings with thickness of 12 inches or less, under casting.

3.5 PIPE CONNECTIONS AT MANHOLES

A. Install approved resilient connectors at each pipe entering and exiting manholes in accordance with manufacturer's instructions.
   1. Where smooth exterior pipes, i.e. steel, ductile iron or PVC pipes are connected to manhole base or barrel, space between pipe and manhole wall shall be sealed with an assembly consisting of rubber gaskets or links mechanically compressed to form watertight. Assemblies: "Press-Wedge," "Res-Seal," "Thunderline Link-Seals," or approved equal. See Drawings for placement of assembly in manhole sections.
   2. When connecting concrete or cement mortar coated steel pipes, or as an option for connecting smooth exterior pipes to manhole base or barrel, space between pipe and manhole wall may be sealed with an assembly consisting of stainless-steel power sleeve, stainless steel take-up clamp and rubber gasket. Take-up clamp: Minimum of 9/16 inch wide. Provide PSX positive seal gasket system by Press-Seal Gasket Corporation or approved equal.
B. Grout storm sewer connections to manhole when connecting a rigid (concrete) pipe to a concrete manhole unless otherwise shown on Drawings. Grout pipe penetration in place on both inside and outside of manhole.
C. Install approved resilient connectors at each flexible (hdpe or cmp) pipe connection as per ASTM C- 923 and/or ASTM F 2510 to a concrete manhole.
D. Ensure no concrete, cement stabilized sand, fill, or other rigid material is allowed to enter space between pipe and edge of wall opening at and around resilient connector on either interior or exterior of manhole. If necessary, fill space with compressible material to ensure full flexibility provided by resilient connector.
E. Where new manhole is constructed on existing sewer, rigid joint pipe may be used. Install water stop gasket around existing pipe at center of cast-in-place wall. Join ends of split water stop material at pipe spring line using an adhesive recommended and supplied by water stop manufacturer.
F. Test connection for watertight seal before backfilling.

3.6 INVERTS FOR SANITARY SEWERS

A. Construct invert channels to provide smooth flow transition waterway with no disruption of flow at pipe-manhole connections. Conform to following criteria:
   1. Slope of invert bench: 1 inch per foot minimum; 1-1/2 inches per foot maximum
   2. Depth of bench to invert shall be at least equal to the largest pipe diameter.
   3. Invert slope through manhole: 0.10-foot drop across manhole with smooth transition of invert through manhole, unless otherwise indicated on Drawings.
B. Form invert channels with concrete if not integral with manhole base section. For direction changes of mains, construct channels tangent to mains with maximum possible radius of curvature. Provide curves for side inlets and smooth invert fillets for flow transition between pipe inverts.

3.7 DROP CONNECTIONS FOR SANITARY SEWERS

A. Backfill drop assembly with crushed stone wrapped in filter fabric, cement stabilized sand, or Class A concrete to form solid mass. Extend cement stabilized sand or concrete encasement minimum of 4 inches outside bells.
B. Install drop connection when sewer line enters manhole higher than 24 inches above invert of manhole.

3.8 INVERTS FOR STORM SEWERS

A. When precast, square or rectangular structures are used for sewer manholes, construct invert channels to provide smooth flow transition waterway with no disruption of flow at pipe- manhole connections. Conform to following criteria:
   1. Slope of invert bench: 1 inch per foot minimum; 1½ inches per foot maximum
   2. Depth of bench to invert: one half of largest pipe diameter
   3. Invert slope through manhole: 0.10-foot drop across manhole with smooth transition of invert through manhole, unless otherwise indicated on drawings.
B. Form invert channels with concrete, after all connections have been made
C. Use 5 sack premix (bag) concrete or Class A concrete for inverts, with minimum compressive strength of 4000 psi.

3.9 STUBS FOR FUTURE CONNECTIONS

A. In manholes, where future connections are indicated on Drawings, install resilient connectors and pipe stubs with approved watertight plugs.

3.10 MANHOLE FRAME AND ADJUSTMENT RINGS

A. Combine precast concrete or HDPE adjustment rings so elevation of installed casting cover matches pavement surface. Seal between concrete adjustment ring and precast top section with non-shrink grout; do not use mortar between adjustment rings. Apply latex-based bonding agent to precast concrete surfaces joined with non-shrink grout. Set cast iron frame on adjustment ring in bed of approved sealant material. Install sealant bed consisting of two beads of sealant, each bead having minimum dimensions of 1/2-inch and 1/2-inch wide.
B. Wrap manhole frame and adjustment rings with external sealing material, minimum 3 inches beyond joint between ring and frame and adjustment rings and precast section.
C. For manholes in unpaved areas, set top of frame minimum of 6 inches above existing ground line unless otherwise indicated on Drawings. In unpaved areas, encase manhole frame in mortar or non-shrink grout placed flush with face of manhole ring and top edge of frame. Provide rounded corner around perimeter.

3.11 BACKFILL

A. Place and compact backfill materials in area of excavation surrounding manholes in accordance with requirements of Section 02317 - Excavation and Backfill for Utilities. Provide embedment zone backfill material, as specified for adjacent utilities, from manhole foundation up to an elevation 12 inches over each pipe connected to manhole. Provide trench zone backfill, as specified for adjacent utilities, above embedment zone backfill.
B. Where rigid joints are used for connecting existing sewers to manhole, backfill under existing sewer up to springline of pipe with Class B concrete or flowable fill.
C. In unpaved areas, provide positive drainage away from manhole frame to natural grade. Provide minimum of 4 inches of topsoil conforming to requirements of Section 02911 - Topsoil. Seed in accordance with Section 02921 - Hydromulch Seeding. When shown on Drawings, sod disturbed areas in accordance with Section 02922 - Sodding.

3.12 FIELD QUALITY CONTROL

A. Conduct leakage testing of sanitary sewer manholes in accordance with requirements for Acceptance Testing for Sanitary Sewers.

3.13 PROTECTION

A. Protect manholes from damage until work has been accepted. Repair damage to manholes at no additional cost to the District.

END OF SECTION

SECTION 02086
ADJUSTING MANHOLES, INLETS, AND VALVE BOXES TO GRADE

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Adjusting elevation of manholes, inlets, and valve boxes to new grades.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS

A. Provide concrete, conforming to requirements for Concrete for Utility Construction.
B. Provide precast concrete manhole sections and adjustment rings conforming to requirements of Section 02082 - Precast Concrete Manholes.
C. Provide mortar conforming to requirements for Mortar.

2.2 CAST-IRON MATERIALS

A. Provide cast-iron materials conforming to requirements of Section 02090 - Frames, Grates, Rings, and Covers.

2.3 MASONRY MATERIALS FOR STORM SEWER MANHOLES AND INLETS

A. Provide brick masonry units conforming to the requirements for Brick Masonry for Utility Construction.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine existing structure, valve box, frame and cover or inlet box, frame

and cover or inlet, piping and connections for damage or defects affecting adjustment to grade. Report damage or defects to the Engineer.

3.2 ESTABLISHING GRADE

A. Coordinate grade related items with existing grade and finished grade or paving, and relate to established bench mark or reference line.

3.3 ADJUSTING MANHOLES AND INLETS

A. Rebuild adjustment portion of manhole or inlet by adding or removing Adjustments. Follow procedures for the type of structure being adjusted detailed in the following Sections:
   1. Section 02081 - Cast-In-Place Concrete Manholes
   2. Section 02082 - Precast Concrete Manholes
   3. Section 02083 - Fiberglass Manholes
   4. Section 02087 - Brick Manholes for Storm Sewers
   5. Section 02632 - Cast-In-Place Inlets, Headwalls and Wingwalls
   6. Section 02633 - Precast Concrete, Inlets, Headwalls and Wingwalls
B. Salvage and reuse cast-iron frame and cover or grate.
C. Protect or block off manhole or inlet bottom using wood forms shaped to fit so that no debris or soil falls to bottom during adjustment.
D. Verify that manholes and inlets are free of visible leaks as result of reconstruction. Repair leaks in manner subject to the Engineer's approval.

3.4 ADJUSTING VALVE BOXES

A. Salvage and reuse valve box and surrounding concrete block as approved by the Engineer. No separate pay.
B. Remove and replace 6-inch ductile iron riser pipe with suitable length for depth of cover required to establish adjusted elevation to accommodate actual finish grade.
C. Reinstall valve box and riser piping plumbed in vertical position. Provide minimum 6 inches telescoping freeboard space between riser pipe top butt end and interior contact flange of valve box for vertical movement damping.
D. After valve box has been set, aligned, and adjusted so that top lid is level with final grade.

3.5 BACKFILL AND GRADING

A. Backfill area of excavation surrounding each adjusted manhole, inlet, and valve box and compact according to requirements of Section 02316 - Excavation and Backfill for Structures.
B. Grade ground surface to drain away from each manhole and valve box. Place earth fill around manholes to level of upper rim of manhole frame. Place earth fill around valve box concrete slab.
C. In unpaved areas, grade surface at uniform slope of 1 to 5 from manhole

frame to natural grade. Provide minimum of 4 inches of topsoil conforming to requirements of Section 02911 - Topsoil. Provide seeding in accordance with Section 02921 - Hydro-mulch Seeding, or if sodding in accordance with Section 02922 - Sodding.

END OF SECTION

SECTION 02090
FRAMES, GRATES, RINGS, AND COVERS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Iron castings for manhole frames and covers, inlet frames and grates, catch basin frames and grates, meter vault frames and covers, adjustment rings, and extensions.
B. Ring grates.
C. Trench Drainage
D. Tree Grates

1.2 MEASUREMENT AND PAYMENT

A. Measurement and payment is as noted on the Unit Price Schedule.
B. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 REFERENCES

A. AASHTO - American Association of State Highway and Transportation Officials
   1. Standard Specification for Highway Bridges
   2. M306: Drainage, Sewer, Utility, and Related Castings
   3. M105: Gray Iron Castings
B. ASTM A 48 - Standard Specification for Gray Iron Castings
C. ASTM A 536 – Standard Specification for Ductile Iron Castings
D. ASTM A 615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
E. E. AWS - D 12.1 Welding Reinforcing Steel.

1.4 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.
B. Submit copies of manufacturer's specifications, load tables, dimension diagrams, anchor details, and installation instructions.
C. Submit shop drawings for fabrication and installation of casting assemblies that are not included in Drawings or standard HCDD No. 1 details. Include plans, elevations, sections and connection details. Show anchorage and accessory items. Include setting drawings for location and installation of castings and anchorage devices.

PART 2 - PRODUCTS

2.1 CASTINGS

A. All castings shall be made from gray cast iron conforming to the requirements of AASHTO M105 class 35b or ductile iron conforming to the requirements ASTM A536 70-50-05.
B. Castings intended for traffic service shall be clean castings capable of withstanding an application of 40,000 pound proof load as described in Section 5 of AASHTO M306 (includes items such as frames, grates, rings, covers, trench drainage, etc.)
C. Fabricate castings to conform to shapes, dimensions, and with wording or logos shown on Drawings.
D. All castings shall be manufactured in accordance with the requirement of Section 4 of AASHTO M306.
E. Unless otherwise indicated, all gray iron castings shall be provided uncoated.
F. Each individual casting shall include all markings as shown on the specification drawings and shall be identified by the producing foundry showing the following: Name of producing foundry; country of manufacturer preceded by the words "Made in," such as "Made in USA"; material designation, heat identification and cast date (MM/DD/YY), casting lettering as required by the purchaser. If a casting is melted and poured at one foundry and labeled with the name of another organization, manufacturer, or foundry the casting shall include the name of the producing foundry and the organization the casting is produced for. The name of the producing foundry and the organization the product is made for shall have lettering of equal size, be in close proximity to each other, and be easily identified from the same side of the casting. The casting shall also include any additional markings as required in Section 9 of AASHTO M306 and Section 17 of AASHTO M105.

2.2 TESTING REQUIREMENTS

A. Testing shall be performed in accordance with the following inspection criteria unless otherwise specified in the contract or purchase order. The manufacturer/supplier shall be responsible for carrying out all of the required tests and inspections. All testing shall be conducted in the United States using purchaser approved reliable facilities. The manufacturer/supplier shall maintain complete records of all such tests and inspections. All testing shall be paid for by the manufacturer/supplier.
B. The manufacturer shall report and certify material information obtained from separately cast test bars. If there are more than three test bar failures in a calendar year the manufacturer shall report this to the purchaser and shall discontinue supplying product. In order to resume supplying product, documentation that a new Quality System is in place to ensure material compliance must be submitted to and accepted by the purchaser.

2.3 SPECIAL FRAMES AND COVERS

A. Where indicated on Drawings, provide watertight manhole frames and covers with minimum of four bolts and gasket designed to seal cover to frame. Supply approved watertight manhole covers and frames.
B. Where shown on Drawing, provide manhole frames and covers with 48-inch diameter clear opening, with inner cover for 22 inch diameter clear opening. Provide approved inner cover with pattern shown on Drawings.
C. Where indicated on Drawings provide security enabled covers or grates, to be secured with the addition of Cam locks and lock lugs to inhibit opening and removal of cover or grate without proper authorized tool. Supply approved security feature Frames, Cover or Grates.

2.4 FABRICATED RING GRATES

A. Fabricate ring grates from reinforcing steel conforming to ASTM A 615.
B. Conform to welds connecting bars to AWS D 12.1.

2.5 ADJUSTMENT RINGS FOR ASPHALT OVERLAYS

A. Use castings conforming Section 2.01.
B. One-piece casting with dimensions to fit frame and cover.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Install castings according to approved shop drawings, instructions in related specifications, and applicable directions from manufacturer's printed materials.
B. Set castings accurately at required locations to proper alignment and elevation. Keep castings plumb, level, true, and free of rack. Measure location accurately from established lines and grades. Brace or anchor frames temporarily in form work until permanently set.
C. Fabricate ring grates in accordance with the HCDD No. 1 standard detail, "Ring Grate for Open End of 18 Inch to 72 Inch Stubs to Ditch". Set in mortar in mouth of pipe bell.
D. Install adjustment rings in existing frames with clean bearing surfaces that are free from rocking.

END OF SECTION

SECTION 02120
MATERIAL DISPOSAL

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for removal and proper disposal of unusable, objectionable or excess material.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 SUBMITTALS

A. Submittals shall be as indicated in Section 01330 – Submittal Procedures.
B. Submit prior to start of work.
   1. Disposal agreement(s) and fill permit(s).
   2. For material to be burned, submit burn permit and list of notified governmental agencies.
   3. One copy of a map (including map's scale) identifying the location and boundaries of the designated site. Provide physical address if available.
   4. One copy of the current Flood Insurance Rate Map (FIRM), map identifying the location of the designated site.
   5. Demonstration of compliance with any local jurisdictional requirements for material disposal.
C. During construction, for material disposed in a landfill, submit the following application support documents: One copy of the landfill operator's ticket or receipt clearly showing the truck load weight and/or cubic yards accepted by the landfill.

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION

3.1 GENERAL

A. Remove unusable, objectionable or excess material from the construction work area and properly dispose of such material.
B. Disposal of material in wetlands or other environmentally sensitive areas without permits is prohibited.
C. Disposal of material in the 100-year flood plain without permits is prohibited.
D. Material disposed of without permits shall be removed and properly disposed of at no cost to the District. Restore the site at no cost to the District.
E. Cleared and grubbed material may be burned on the right-of-way, provided the following items are adhered to:
    1. Obtain permits required for burning including, but not limited to, permit(s) authorizing operation of the trench burner.
    2. Notify appropriate State and local governmental agencies and adhere to the requirements of these agencies.
    3. Obtain approval for location of the burn pit from the appropriate government agency and the Engineer.
    4. Perform burning with a permitted trench burner.
    5. Constantly supervise burning until extinguished.
    6. When burning is complete, remove ash, stumps and other objectionable material from the pit and dispose of in accordance with this Section.
    7. Backfill burn pit in accordance with Section 02315 – Excavating and Backfilling.
F. Cleared and grubbed material may be chipped on-site and chips disposed of in areas approved by the Engineer, provided the following items are adhered to:
    1. Scatter chips sufficiently to prevent killing turf grass or other desirable vegetation.
    2. Dispose of excess chips in accordance with this Section.

END OF SECTION

SECTION 02200
SITE PREPARATION AND RESTORATION

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for construction preparation and final site restoration.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule and the following schedule
   1. Payment of 70 percent of bid amount: When mobilization is complete, including move-in of major equipment, installation of project signs, and sanitary facilities.
   2. Payment of 30 percent of bid amount: When clean up of project site is complete, including removal of construction debris, temporary facilities, signs and related project appurtenances.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION

3.1 DESCRIPTION

D. The work covered by this Section consists of furnishing all labor, materials, equipment, supplies, supervision, tools, and performing all work necessary for clearing and protection of facilities during construction and top soiling, finish grading, seeding, fertilizing, watering, maintenance, and clean-up of disturbed areas within the individual water plant areas at the completion of work, in accordance with these specifications and as shown on drawings.
E. Fences shall be relocated or installed as shown on drawings. All damage to existing fencing occurring during construction activities shall be repaired or replaced at the Contractor's expense to a condition equal to or better than existing prior to such damage. Fencing relocated for the convenience of accommodating construction activities shall be returned to its original location at the completion of the work.

F. Silt fencing and four (4) foot safety fencing is to be installed as indicated on the plans.
G. All sites shall be restored to a condition equal to or better than that existing prior to construction activities. All holes and open excavations shall be filled and compacted to the density of the surrounding area. Level all washes, ruts, depressions, and mounds to provide a smooth finish with no large debris, dirt clods, or lumps of size that would interfere with the operation of a standard rotary lawnmower.

3.2 GENERAL

A. Protect items designated for preservation from abuse, marring or damage during construction operations.
B. Maintain access and drainage continuously for duration of the project.
C. Remove structures, abandoned utility lines and related obstructions to a depth of 2 feet below the finished grade.
D. Collect tires, batteries, paint cans, oil cans and related debris items on the right-of-way in a location approved by the Engineer, for disposal by others.
E. When Work is finished, remove existing construction signs and reinstall in an approved location when directed by the Engineer.
F. Remove structures, outfall pipes, drainage facilities and other items that may interfere with the construction work or as designated on the Plans.
G. Maintain all-weather access to adjacent facilities that have driveways.
H. Establish and maintain access to the site.
I. Clean up the site.
J. Install, remove, relocate, replace and reinstall fences, barricades or barriers required to secure the site.
K. Secure the site as necessary to perform the Work.

3.3 ABANDONED UTILITY LINES

A. Remove abandoned utility lines that may interfere with the construction work or as designated on the Plans.
B. Notify the utility owner prior to work on such abandoned lines.
C. Plug and abandon utility lines left in place as approved by the Engineer.

3.4 ENCROACHMENTS

A. Remove encroachments into the District's right-of-way that interfere with the construction work or as designated on the Plans.
B. Coordinate with property owners at least 24 hours prior to any work on such encroachments.
C. Place the removed encroachment neatly on the adjacent property.

3.5 PROJECT SIGNS

A. Refer to Section 01580 – Project Signs.

3.6 BACKFILLING

A. Refer to Section 02315 – Excavating and Backfilling.

3.7 DISPOSAL

A. Refer to Section 02120 – Material Disposal.

END OF SECTION

SECTION 02233
CLEARING AND GRUBBING

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for clearing and grubbing of trees, brush, stumps, roots and buried logs.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION

3.2 CLEARING AND GRUBBING

A. Remove trees, brush and stumps within the construction work limits from the work site.
B. Clearing and grubbing beyond construction limits for the Contractor's convenience shall be at no cost to the District. Transmit written evidence to the Engineer that permission has been obtained from the property owner prior to beginning work.
C. For linear projects, clear and grub to no more than 1,500 linear feet ahead of the work.
D. Engineer will designate and clearly mark trees to be saved. Protect designated trees in accordance with Section 01565 – General Source Controls.
E. Trim tree limbs extending over the project site with a sharp saw or by-pass pruner to produce a smooth cut.
F. Cut roots extending into the project site with a sharp saw or by-pass pruner at the face of the excavated surface.
G. Remove stumps, roots and buried logs in areas of excavation or fill to a depth of 1 foot below design or existing ground surface.
H. Cut trees and brush at the ground surface, in areas where excavation or fill will not be performed, in a manner which permits

smooth grading.

3.3 HERBICIDE APPLICATION

A. Apply herbicide to stumps as directed by the Engineer. Refer to Section 02941 – Herbicide Application.

3.4 DISPOSAL

A. Refer to Section 02120 – Material Disposal.

END OF SECTION

SECTION 02241
CARE AND CONTROL OF WATER

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for the care and control of ground and surface water.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 SUBMITTALS

A. Submittals shall be as indicated in Section 01330 – Submittal Procedures.
B. Submit a plan to the Engineer prior to the start of construction or with bid when required where care and control of water is paid for separately.
C. Plan shall include drawings and descriptions of how to implement the care and control of ground and surface water. Plan shall cover the protection of existing facilities and new construction against normal flow, high flow and potential flooding conditions.
D. Submit a Schedule of Values for Engineer's approval when care and control of water is paid for separately or when requested by the Engineer.

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION

3.1 GENERAL

A. Select the means, methods and techniques to control ground water and surface water.
B. Maintain the work reasonably free of water. Control shall be accomplished in a manner that will preserve the strength of the subgrade and backfill, not cause instability of slopes and not

result in damage to existing facilities or contamination of water.

C. Lower the groundwater in advance of excavation utilizing wells, wellpoints or similar methods, as necessary.
   1. Open pumping with sumps and ditches is not permitted if it results in boils, loss of fines, softening of the ground or instability of slopes.
   2. Install wells and wellpoints with suitable screens and filters so that continuous pumping of fines does not occur.
   3. Arrange the discharge to facilitate collection of samples by the Engineer and to prevent erosion at the outfall.

D. Remove care and control of water facilities in a manner as not to contaminate water and restore channel area to a condition satisfactory to the Engineer, after the work is complete.

3.2 REPAIR

A. Repair or replace damage caused by water at no cost to the District.

B. Remediate contamination of water resulting from construction activities on the Project at no cost to the District.

END OF SECTION

SECTION 02314
FILL MATERIAL

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for the acceptance and use of fill.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 REFERENCES

A. ASTM D 1140 – Amount of Material in Soil Finer than the No. 200 (75 µm) Sieve.
B. ASTM D 2487 – Classification of Soils for Engineering Purposes Unified Soil Classification System.
C. ASTM D 4647 – Identification and Classification of Dispersive Clay Soils by the Pinhole Test.
D. ASTM D 4318 – Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.4 SUBMITTALS

A. Refer to Section 01330 – Submittal Procedures.
   1. Submit sample source identifying information including sample identification, one copy of map (including map's scale) identifying the location and boundaries of the designated site, source sketch, supplier and grab sample. Show the borrow site or pit and the proposed excavation location, sample location and approximate material depth(s) on the source sketch.
B. Submit test report based on:
   1. Laboratory determination of amount of material finer than the No. 200 (0.075 mm) sieve (ASTM D 1140).
   2. Liquid limit, plastic limit and plasticity index (ASTM D4318).
   3. Pinhole test (ASTM D 4647, Method A).
   4. Classification shall be reported in accordance with ASTM D 2487 and include (as a minimum):

a. Group name.
b. Group symbol.
c. Soil color(s).
d. Results of the laboratory tests.

1.5 CONSTRUCTION TESTS AND INSPECTION

A. Refer to Section 01457 – Construction Tests and Inspection.

PART 2 – PRODUCTS

2.1 IMPORTED SELECT FILL MATERIAL

A. Use an approved material, free from roots, trash, organic matter and other objectionable material where imported select fill material is shown on the Plans or specified.
B. Where the imported select fill material is not specified elsewhere, the material shall be a fine-grained lean clay with sand (CL) or sandy lean clay (CL) soil material when classified in accordance with ASTM D 2487 and conforming to the following criteria:

TEST DESCRIPTION	ASTM TEST	UNIT	VALUE
Maximum Liquid Limit	D 4318	%	49
Plasticity Index Range	D 4318	%	15 – 30
Passing No. 200 Sieve	D 1140	%	60 – 85
Pinhole Test - Method A	D 4647	-	ND1 – ND2

2.2 FILL MATERIAL EXCAVATION FROM ON-SITE

A. Where no other fill material is specified or shown, use inorganic soils from the on-site excavation that are free from roots, trash, organic matter and other objectionable material and classified by their group name and symbol in accordance with ASTM D 2487 as follows:

GROUP NAME	GROUP SYMBOL
Lean Clay	CL
Lean Clay with Sand	CL
Sandy Lean Clay	CL

B. Do not use peat or other organic matter, muck, debris or similar materials. The inorganic soils listed below may be used only with the approval of the Engineer:

GROUP NAME	GROUP SYMBOL
Fat Clay	CH
Sand	SW, SP, SC or SM

PART 3 – EXECUTION

A. Refer to Section 02315 – Excavating and Backfilling.
B. Refer to Section 02316 – Structural Excavating and Backfilling.

END OF SECTION

SECTION 02315
EXCAVATING AND BACKFILLING

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for removing, stockpiling and replacing on-site vegetation and topsoil, excavating, repairing slopes, backfilling, grading the berms, backslope swales and related work. This Section does not include excavating and backfilling for structures.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.
D. Measurement shall be based upon cross-sections, as required..
E. Cross-sections obtained by Contractor shall be tied to the base line and, as a minimum, at the same locations and limits as the design cross-sections.
F. Cross-sections obtained by Contractor shall be plotted at the same scale as design cross-sections where available or to the same horizontal and vertical scale where design cross-sections are not available.
G. Plots of cross-section shall include pre-construction, intermediate, final and design cross-sections.
H. Cross-sections in areas of buried riprap or protective linings, such as riprap and concrete channel lining, shall be to the top of these materials. Excavation required for placement of such protective lining is considered structural excavation and incidental to the cost of related protective lining. See Section 02316 – Structural Excavating and Backfilling.
I. For small areas or other areas where limits can readily be determined visually, measurement may be by conventional taping and/or measuring techniques, as approved by the Engineer. Measurement shall be witnessed by the Engineer.
J. Where paid for separately, backslope swales shall be measured as noted on the Unit Price Schedule.
K. Contractor shall perform all quantity calculations for approval by

Engineer.

L. No payment will be made for over-excavation or over-filling beyond the design cross-sections, except as directed by the Engineer.
M. Support partial pay request quantities with pre-construction and intermediate cross-sections, Plan quantity calculations to-date or quantity calculations determined from field measurement techniques previously approved by the Engineer.
N. Support final pay request quantities by using pre-construction, intermediate and final cross-sections or final field measured quantity calculations, as approved by the Engineer.

1.3 REFERENCES

A. ASTM D 698 – Laboratory Compaction Characteristics of Soils Using Standard Effort (12,400 ft-lbf/ft^3 (600kN-m/m^3)).

1.4 DEFINITIONS

A. Existing Cross-Sections: Obtained by design engineer to prepare Plans and bid documents.
B. Pre-Construction Cross-Sections: Obtained by Contractor prior to construction to establish pre-construction conditions. Contractor may accept existing cross-sections as pre-construction cross-sections.
C. Intermediate Cross-Sections: Obtained by Contractor to establish extent of work, such as to remove disturbed soil and to repair slope failures.
D. Final Cross-Sections: Obtained by Contractor at completion of excavation and/or fill.
E. Design Cross-Section: Proposed channel section shown on Plans showing final grades.

1.5 SUBMITTALS

A. Refer to Section 01330 – Submittal Procedures.
B. Submit plotted cross-sections and earthwork quantity calculations in tabular form.

1.6 CONSTRUCTION TESTS AND INSPECTION

A. Refer to Section 01457 – Construction Tests and Inspection.

PART 2 – PRODUCTS

2.1 FILL MATERIAL

A. Refer to Section 02314 – Fill Material.

PART 3 – EXECUTION

3.1 SITE PREPARATION

A. Prepare the site for construction in accordance with Section 02200 – Site Preparation and Restoration and Section 02233 – Clearing and Grubbing.
B. Remove grass and other vegetative cover from areas to be excavated or filled.
C. Remove material that may interfere with the proposed work, including unusable materials, disturbed soils and/or objectionable material as directed by Engineer.
D. Engineer will inspect and approve foundation soil prior to placement of fill.

3.2 TOPSOIL

A. Refer to Section 02911 – Topsoil.

3.3 CARE AND CONTROL OF WATER

A. Refer to Section 02241 – Care and Control of Water.

3.4 CONSTRUCTION

A. Construct to lines, grades and dimensions shown on the Plans.
B. Return over-excavation beyond the specified limits to grade at no cost to the District.
C. Do not cast or place material, either temporarily or permanently, on top of bank without approval of Engineer.
D. Do not cut temporary shelves into side slopes without approval of Engineer.
E. Correct grading that results in standing water at no cost to the District.
F. Grade side slopes as required by the Engineer to smoothly transition the lateral into the main channel at locations where lateral ditches enter the channel.

3.5 FILL

A. Level soil surface prior to placing first layer of fill.
B. Compaction of foundation soil surface shall be considered satisfactory when the Contractor is capable of achieving specified compaction for the first layer of fill.
C. Protect foundation soils and/or fill soils from detrimental drying.
D. Scarify surfaces to receive fill to ensure proper bonding. When the surface can be penetrated by tamping roller feet, additional scarification is usually not necessary.
E. Cut into existing (undisturbed) material in a "benching" or "stair step" fashion. Each bench shall form a horizontal surface and corresponding nearly vertical surface. The height difference between

adjacent horizontal surfaces shall be a minimum of 3 feet.

F. Mechanically compact backfill provided under Section 02314 – Fill Material in 8-inch maximum layers, loose measure, to not less than 95 percent of maximum standard dry density (ASTM D 698) within plus or minus 3 percent of optimum moisture content. Where approved for use by the Engineer, fat clay (CH) soil shall be mechanically compacted to not less than 95 percent or more than 98 percent of maximum standard dry density (ASTM D 698) at or within plus 3 percent of optimum moisture content.

G. Refer to Section 02316 – Structural Excavating and Backfilling for backfilling behind retaining structures, unless shown otherwise on the Plans.

3.6 BACKSLOPE DRAINAGE SYSTEMS

A. Backslope swale and interceptor structure elevations and locations shown on the Plans are approximate. Final elevations and locations shall be field verified by the Engineer prior to installation. Minor changes in location and grade shall be considered incidental and no extra payment will be made for such adjustments.

3.7 MAINTENANCE OF DRAINAGE

A. Maintain constant flow and drainage in the main and lateral channels, backslope swales and off-site swales.

3.8 EROSION AND SEDIMENT CONTROL

A. Use means, methods, sequences and scheduling to minimize erosion and sedimentation and other damage to the project site and facilities, including the following:

1. Limit work in this Section to no more than 1500 feet of channel at any time.
2. Construct backslope drainage system, silt fences and vegetate each reach of the channel as soon as practical. Refer to Section 02361 – Silt Fences and Section 02921 – Turf Establishment.
3. Failure to construct erosion control facilities in a timely manner, may result in a directive to do so. Engineer may stop construction on the project if, in the opinion of the Engineer, conditions warrant such action.
4. Remove sediment and debris prior to final acceptance of the Work by the Engineer at no additional cost to the District. The removal of sediment includes reaches of channel downstream of the project where sedimentation occurred due to construction of this Project.
5. Comply with terms and conditions of the Texas Pollutant Discharge Elimination System (TPDES) permit, the Stormwater Pollution Prevention Plan (SWPPP) and Best Management Practices (BMPs) for this Project, if applicable.

3.9 MATERIAL DISPOSAL

A. Refer to Section 02120 – Material Disposal.

END OF SECTION

SECTION 02316
STRUCTURAL EXCAVATING AND BACKFILLING

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for excavating and backfilling under, above and adjacent to structures, including riprap and buried riprap.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 REFERENCES

A. ASTM D 698 – Laboratory Compaction Characteristics of Soils Using Standard Effort (12,400 ft-lbf/ft^3 (600kN-m/m^3)).

1.4 CONSTRUCTION TESTS AND INSPECTION

A. Refer to Section 01457 – Construction Tests and Inspection.

PART 2 – PRODUCTS

2.2 FILL MATERIAL

A. Refer to Section 02314 – Fill Material.

2.3 CEMENT STABILIZED SAND

A. Refer to Section 02321 – Cement Stabilized Sand.

2.4 CONCRETE BACKFILL

A. Refer to Section 03310 – Concrete, Non-structural.

2.5 FLOWABLE FILL

A. Refer to Section 02322 – Flowable Fill.

2.6 SUBGRADE STABILIZATION

A. Provide stabilized subgrade or stabilized soil backfill as indicated in the Specifications, as noted on the Unit Price Schedule or as noted in the Plans.

2.7 SAND OR GRAVEL BACKFILL

A. Provide sand or gravel backfill in accordance with the material and gradation requirements as noted on the Plans.

2.8 GRANULAR FILL

A. Refer to Section 02378 – Riprap and Granular Fill.

2.9 TOPSOIL

A. Refer to Section 02911 – Topsoil.

PART 3 – EXECUTION

3.1 SITE PREPARATION, INCLUDING REMOVING VEGETATION

A. Refer to Section 02200 – Site Preparation and Restoration and Section 02233 – Clearing and Grubbing.
B. Remove grass and other vegetative cover from areas to be excavated or to receive fill.

3.2 EXCAVATION

A. Determine the size, shape and dimensions of the excavation necessary to accomplish the Work within the project site. This includes selecting the means, methods and techniques of excavation and other related matters. Extend the excavation a sufficient distance from walls and edges of the structure to allow for placing and removing of forms and trench safety systems, for inspection and installing ancillary items. Complete excavations within the following tolerances:
   1. Perform structural excavation to the grade necessary to provide the minimum design thickness as shown on the Plans and to allow the top to be no higher than the design grade.
   2. Cut vertical planes for footing excavations to neat lines with a tolerance of minus 1/2 inch to plus 3 inches.
   3. Excavate to the elevations shown on the Plans forming a relatively level undisturbed subgrade surface free of mud or other soft material. Excavation extending deeper than the Plan elevations is considered

unauthorized excavation unless it is as directed by the Engineer at no cost to the District.

B. Notify the Engineer when the bottom of the excavation, at the elevation shown, is not within the foundation bearing material shown on the Plans or is unsuitable for foundation bearing. Do not excavate to deeper levels without authorization from the Engineer. Remove pockets of soft or otherwise unstable soils and replace with satisfactory material as directed by the Engineer compacted to match adjacent stable soil or as directed by the Engineer.

C. Protect open excavation from rainfall, freezing or excessive drying to maintain the foundation subgrade or backfill in a satisfactory condition. Subgrade soils which become soft, loose or otherwise unsatisfactory for support of the foundation resulting from inadequate excavation protection, dewatering or other construction methods, shall be removed and replaced with satisfactory material, as directed by the Engineer, at no cost to the District.

3.3 SHEETING, SHORING AND BRACING

A. Perform sheeting, shoring and bracing of excavations as required to properly and safely complete the work as shown on the Plans. Install sheeting, shoring and bracing to prevent the excavation from extending beyond specified or indicated limits and to protect adjacent structures or improvements.

B. Protect workmen and the public with sheeting, shoring and bracing that is in strict conformity with Section 02269 – Trench Safety System.

C. Care shall be taken to prevent voids during the installation, use and removal of sheeting. Immediately fill voids with satisfactory material as directed by the Engineer and compact.

D. Remove sheeting, shoring and bracing after completion of the structure unless approval has been granted by the Engineer, in writing, to leave members in place.

3.4 CARE AND CONTROL OF WATER

A. Refer to Section 02241 – Care and Control of Water.

3.5 PLACING BACKFILL

A. Place backfill in 8 inch maximum layers (loose measure) to the elevation of surrounding natural ground or to the lines and grades shown on Plans.

B. Place backfill as promptly as practicable after completion of the structure or portion of a structure.

C. Placing operations shall be performed in such a manner as not to impair safety or serviceability of the structure. Do not place backfill against concrete walls or similar structures until all affected concrete has been in place at least 14 days and attained the minimum design compressive

strength, unless otherwise shown on the Plans.

D. Do not backfill where the top of walls are supported by slabs or intermediate walls until the slab or intermediate walls have been placed and cured. Do not backfill until the minimum curing requirement and minimum design compressive strength have been met unless otherwise shown on the Plans.
E. Prevent any wedging action of backfill against the structure. Step cut (bench) the slopes bounding the excavation, as required, to prevent wedging.
F. Use sand or gravel backfill for backfilling behind sheet pile walls, wingwalls, retaining walls, rectangular concrete channel walls or other retaining structures. Backfill in the zone for a distance of 3 feet from the wall to 1.5 foot below the top of the wall, unless shown otherwise on the Plans. Backfill the 1.5 foot zone with 1 foot of clay soil conforming to Part 2 of this Section and backfill the top 6 inches with topsoil conforming to Section 02911 – Topsoil.
G. Excavate 3 feet or less around abutment backwalls, inlets and manholes and fill with cement stabilized sand, unless shown otherwise on the Plans.

3.6 COMPACTING BACKFILL

A. Mechanically compact soil backfill as follows:
   1. Compact to not less than 95 percent of maximum standard dry density (ASTM D 698) within plus or minus 3 percent of the optimum moisture content.
   2. Where approved for use by the Engineer, fat clay (CH) soil shall be mechanically compacted to not less than 95 percent or more than 98 percent of maximum standard dry density (ASTM D 698) at or within plus 3 percent of the optimum moisture content.
   3. Compact sand and/or gravel backfill behind retaining walls including the top 1 foot of backfill material utilizing hand operated tamping or vibratory plate type of compaction equipment. Compact to no less than 90 percent of maximum standard dry density (ASTM D 698) within plus or minus 3 percent of the optimum moisture content.
   4. Compact cement stabilized sand to produce a minimum unconfined compressive strength of 200 psi in 48 hours when compacted to at least 95 percent maximum standard dry density (ASTM D 698) and in accordance with Section 02321 – Cement Stabilized Sand.
   5. Install flowable fill according to Section 02322 – Flowable Fill.
   6. Compact stabilized subgrade or stabilized soil backfill in accordance with the Plans and Specifications.
   7. Consolidate concrete backfill in accordance with Section 03310 – Concrete.
B. Prevent damage to structures caused by backfilling or other construction operations.

3.7 MATERIAL DISPOSAL

A. Refer to Section 02120 – Material Disposal.

END OF SECTION

SECTION 02317
EXCAVATION AND BACKFILL FOR UTILITIES

PART 1 – GENERAL

1.1 SUMMARY

A. Excavation, trenching, foundation, embedment, and backfill for installation of utilities, including manholes and other pipeline structures.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 REFERENCES

A. ASTM D 558 - Standard Test Methods for Moisture-Density Relations of Soil Cement Mixtures.
B. ASTM D 698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lb/ft).
C. ASTM D 1556 - Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method.
D. ASTM D 2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity Flow Applications.
E. ASTM D 2487 - Standard Classification of Soils for Engineering Purposes.
F. ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
G. ASTM D 3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
H. ASTM D 4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
I. TxDOT Tex-101-E - Preparing Soil and Flexible Base Materials for Testing.
J. TxDOT Tex-110-E - Particle Size Analysis of Soils.
K. Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA).
L. ASTM C76- Standard Specification for Reinforced Concrete Culverts,

Storm Drain, and Sewer Pipe.

1.4 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.
B. Submit planned typical method of excavation, backfill placement and compaction including:
   1. Trench widths.
   2. Procedures for foundation and pipe zone bedding placement, and trench backfill compaction.
   3. Procedures for assuring compaction against undisturbed soil when pre-manufactured trench safety systems are proposed.
C. Submit backfill material sources and product quality

PART 2 – PRODUCTS

2.1 EQUIPMENT

A. Perform excavation with hydraulic excavator or other equipment suitable for achieving requirements of this Section.
B. Use only hand-operated tamping equipment until minimum cover of 12 inches is obtained over pipes, conduits, and ducts. Do not use heavy compacting equipment until adequate cover is attained to prevent damage to pipes, conduits, or ducts.
C. Use trench shields or other protective systems or shoring systems which are designed and operated to achieve placement and compaction of backfill directly against undisturbed native soil.
D. Use special shoring systems where required which may consist of braced sheeting, braced soldier piles and lagging, slide rail systems, or other systems .

2.2 FILL MATERIAL

A. Refer to Section 02314 – Fill Material.

2.3 CEMENT STABILIZED SAND

A. Refer to Section 02321 – Cement Stabilized Sand.

2.4 CONCRETE BACKFILL

A. Refer to Section 03310 – Concrete, Non-structural.

2.5 FLOWABLE FILL

A. Refer to Section 02322 – Flowable Fill.

2.6 SUBGRADE STABILIZATION

A. Provide stabilized subgrade or stabilized soil backfill as indicated in the Specifications, as noted on the Unit Price Schedule or as noted in the Plans.

2.7 SAND OR GRAVEL BACKFILL

A. Provide sand or gravel backfill in accordance with the material and gradation requirements as noted on the Plans.

2.8 GRANULAR FILL

A. Refer to Section 02378 – Riprap and Granular Fill.

2.9 TOPSOIL

A. Refer to Section 02911 – Topsoil.

PART 3 – EXECUTION

3.1 SITE PREPARATION, INCLUDING REMOVING VEGETATION

A. Refer to Section 02200 – Site Preparation and Restoration and Section 02233 – Clearing and Grubbing.
B. Remove grass and other vegetative cover from areas to be excavated or to receive fill.

3.2 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other permanent objects outside of grading limits and within grading limits as designated on Drawings.
B. Protect and support above-grade and below-grade utilities which are to remain.
C. Restore damaged permanent facilities to pre-construction conditions unless replacement or abandonment of facilities is indicated on Drawings.
D. Take measures to minimize erosion of trenches. Do not allow water to pond in trenches. Where slides, washouts, settlements, or areas with loss of density or pavement failures or potholes occur, repair, re-compact, and pave those areas at no additional cost to the District.
E. Contingency plans for proposed work or utility installation adjacent to or across a LDWL:

    1. Conduct on-site emergency drill prior to commencing proposed utility installation, and at three-month intervals to assure Emergency Action Plan (EAP) is current.

2. In the event a LDWL shut down becomes necessary, secure site and provide assistance to the District personnel to access pipe and isolation valves as needed.

3.3 EXCAVATION

A. Except as otherwise specified or shown on Drawings, install underground utilities in open cut trenches with vertical sides.
B. Perform excavation work so that pipe, conduit, and ducts can be installed to depths and alignments shown on Drawings. Avoid disturbing surrounding ground and existing facilities and improvements.
C. Determine trench excavation widths using following schedule as related to pipe outside diameter (O.D.). Excavate trench so that pipe is centered in trench.

Nominal Pipe Size, Inches	Minimum Trench Width, Inches
Less than 18	O.D. + 18
18 to 30	O.D. + 24
36 to 42	O.D. + 36
Greater than 42	O.D. + 48

Do not obstruct sight distance for vehicles utilizing roadway or detours with stockpiled materials.

D. Use sufficient trench width or benches above embedment zone for installation of well point headers or manifolds and pumps where depth of trench makes it uneconomical or impractical to pump from surface elevation. Provide sufficient space between shoring cross braces to permit equipment operations and handling of forms, pipe, embedment and backfill, and other materials.
E. Upon discovery of unknown utilities, badly deteriorated utilities not designated for removal, or concealed conditions, discontinue work at that location. Notify the Engineer and obtain instructions before proceeding.

F. Shoring of Trench Walls.

1. Install Special Shoring in advance of trench excavation or simultaneously with trench excavation, so that soils within full height of trench excavation walls will remain laterally supported at all times.
2. For all types of shoring, support trench walls in pipe embedment zone throughout installation. Provide trench wall supports sufficiently tight to prevent washing trench wall soil out from behind trench wall support.
3. Leave sheeting driven into or below pipe embedment zone in place to preclude loss of support of foundation and embedment materials,

unless otherwise directed by the Engineer. Leave rangers, walers, and braces in place as long as required to support sheeting, which has been cut off, and trench wall in vicinity of pipe zone.

4. Employ special methods for maintaining integrity of embedment or foundation material. Before moving supports, place and compact embedment to sufficient depths to provide protection of pipe and stability of trench walls. As supports are moved, finish placing and compacting embedment.
5. If sheeting or other shoring is used below top of pipe embedment zone, do not disturb pipe foundation and embedment materials by subsequent removal. Maximum thickness of removable sheeting extending into embedment zone shall be equivalent of 1-inch-thick steel plate. As sheeting is removed, fill in voids left with grouting material.

G. Use of Trench Shields. When trench shield (trench box) is used as worker safety device, the following requirements apply:

1. Make trench excavations of sufficient width to allow shield to be lifted or pulled freely, without damage to trench sidewalls.
2. Move trench shields so that pipe, and backfill materials, after placement and compaction, are not damaged nor disturbed, nor degree of compaction reduced. Re-compact after shield is moved if soil is disturbed.
3. When required, place, spread, and compact pipe foundation and bedding materials beneath shield. For backfill above bedding, lift shield as each layer of backfill is placed and spread. Place and compact backfill materials against undisturbed trench walls and foundation.
4. Maintain trench shield in position to allow sampling and testing to be performed in safe manner.
5. Conform to applicable Government regulations.

H. Voids under paving area outside shield caused by Contractor's work will require removal of pavement, consolidation and replacement of pavement in accordance with Contract Documents. Repair damage resulting from failure to provide adequate supports.

I. Place sand or soil behind shoring or trench shield to prevent soil outside shoring from collapsing and causing voids under pavement. Immediately pack suitable material in outside voids following excavation to avoid caving of trench walls.

J. Coordinate excavation within 15 feet of pipeline with company's representative. Support pipeline with methods agreed to by pipeline company's representative. Use small, rubber-tired excavator, such as backhoe, to do exploratory excavation. Bucket that is used to dig in close proximity to pipelines shall not have teeth or shall have guard installed over teeth to approximate bucket without teeth. Excavate by hand within 1

foot of Pipeline Company's line. Do not use larger excavation equipment than normally used to dig trench in vicinity of pipeline until pipelines have been uncovered and fully exposed. Do not place large excavation and hauling equipment directly over pipelines unless approved by Pipeline Company's representative.

K. When, during excavation to uncover pipeline company's pipelines, screwed collar or an oxy- acetylene weld is exposed, immediately notify the Engineer. Provide supports for collar or welds. Discuss with Pipeline Company's representative and determine methods of supporting collar or weld during excavation and later backfilling operations. When collar is exposed, request Pipeline Company to provide welder in a timely manner to weld ends of collar prior to backfilling of excavation.

L. Excavation and shoring requirements for proposed work or utility installation adjacent to or across a Large Diameter Water Line (LDWL):

1. Identify LDWL area in field and barricade off from construction activities. Allow no construction related activities including, but not limited to, loading of dump trucks and material staging or storage, on top of LDWL.
2. Employ a groundwater control system when performing excavation activities within ten feet of LDWL to:
    a. Effectively reduce hydrostatic pressure affecting excavations,
    b. Develop substantially dry and stable subgrade for subsequent construction operations,
    c. Prevent loss of fines, seepage, boils, quick condition or softening of foundation strata, and
    d. Maintain stability of sides and bottom of excavations.

3. When edge of proposed trench or shoring is within a distance equal to one diameter of LDWL from outside of wall of LDWL, valve or appurtenance:

    a. Maintain minimum of four (4) feet horizontal clearance and minimum of two (2) feet vertical clearance between proposed utility and LDWL.
    b. Auger Construction
        i. Maintain minimum of four (4) feet horizontal clearance between proposed utility and LDWL.
        ii. Dry auger method required when auger hole is 12-inches and larger in diameter.

    c. Open Cut Construction and Auger pits
        i. Perform hand excavation when within four (4) feet of LDWL.
        ii. Employ hydraulic or pneumatic shoring system. Do not use vibratory or impact driven shoring or piling.

iii. Expose no more than 30-feet of trench prior to backfilling.
iv. A maximum of one (1) foot of vertical trench shall be un-braced at a time to maintain constant pressure on face of excavated soil.
v. Upon removal of shoring system, inject flowable fill into void space left behind by shoring system. Comply with Standard Specification 02322 - Flowable Fill.

d. When edge of utility excavation is greater than one diameter of LDWL from outside wall of LDWL, use a shielding system as required by the Engineer and proposed utility standards and practices.

3.4 TRENCH FOUNDATION

A. Excavate bottom of trench to uniform grade to achieve stable trench conditions and satisfactory compaction of foundation or bedding materials.

B. When wet soil is encountered on trench bottom and dewatering system is not required, over excavate an additional 6 inches with approval by the Engineer. Place non-woven geotextile fabric and then compact 12 inches of crushed stone in one lift on top of fabric. Compact crushed stone with four passes of vibratory-type compaction equipment.

C. Place trench dams in Class I foundations in line segments longer than 100 feet between manholes and not less than one in every 500 feet of pipe placed. Install additional dams as needed to achieve workable construction conditions. Do not place trench dams closer than 5 feet from manholes.

3.5 PIPE EMBEDMENT, PLACEMENT, AND COMPACTION

A. Remove loose, sloughing, caving, or otherwise unsuitable soil from bottoms and sidewalls of trenches immediately prior to placement of embedment materials.

B. Place embedment including bedding, haunching, and initial backfill as shown on Drawings.

C. For pipe installation, manually spread embedment materials around pipe to provide uniform bearing and side support when compacted. Protect flexible pipe from damage during placing of pipe zone bedding material. Perform placement and compaction directly against undisturbed soils in trench sidewalls, or against sheeting which is to remain in place.

D. Do not place trench shields or shoring within height of embedment zone unless means to maintain density of compacted embedment material are used. If moveable supports are used in embedment zone, lift supports

incrementally to allow placement and compaction of material against undisturbed soil.

E. Place geotextile to prevent particle migration from in-situ soil into open-graded (Class I) embedment materials or drainage layers.

F. Do not damage coatings or wrappings of pipes during backfilling and compacting operations. When embedding coated or wrapped pipes, do not use crushed stone or other sharp, angular aggregates.

G. Place haunching material manually around pipe and compact it to provide uniform bearing and side support. If necessary, hold small-diameter or lightweight pipe in place during compaction of haunch areas and placement beside pipe with sand bags or other suitable means.

H. Place electrical conduit, if used, directly on foundation without bedding.

I. Shovel in-place and compact embedment material using pneumatic tampers in restricted areas, and vibratory-plate compactors or engine-powered jumping jacks in unrestricted areas. Compact each lift before proceeding with placement of next lift. Water tamping is not allowed.

J. Place trench dams in Class I embedment in line segments longer than 100 feet between manholes, and not less than one in every 500 feet of pipe placed. Install additional dams as needed to achieve workable construction conditions. Do not place trench dams closer than 5 feet from manholes.

3.6 TRENCH ZONE BACKFILL PLACEMENT AND COMPACTION

A. Place backfill for pipe or conduits and restore surface as soon as practicable. Leave only minimum length of trench open as necessary for construction.

B. For sewer pipes (Storm and Sanitary), use backfill materials described by trench limits. For "trench zone backfill" under pavement and to within one foot back of curb, use cement stabilized sand for pipes of nominal sizes 36 inches in diameter and smaller to level 12 inches below the pavement. For

A. sewer pipes 42 inches in diameter and larger, under pavement or natural ground, backfill from 12 inches above top of pipe to 12 inches below pavement with suitable on-site material or select backfill. Use select backfill for rigid pavements or flexible base material for asphalt pavements for 12-inch backfill directly under pavement.

B. For Storm Sewers constructed of HDPE pipe and installed under pavement provide flowable fill as specified in Section 02322 Flowable Fill. For Storm Sewers constructed of HDPE pipe and not installed under pavement provide cement stabilized sand.

C. Where damage to completed pipe installation work is likely to result from withdrawal of sheeting, leave sheeting in place. Cut off sheeting 1.5 feet or more above crown of pipe. Remove trench supports within 5 feet from ground surface.

D. Unless otherwise shown on Drawings. Use one of the following trench zone backfills under pavement and to within one foot of edge of pavement. Place trench zone backfill in lifts and compact. Fully compact each lift before placement of next lift.

1. Class I, II, or III or combination thereof:

    a. Place in maximum 12-inch thick loose layers.
    b. Compact by vibratory equipment to minimum of 95 percent of maximum dry density determined according to ASTM D 698.
    c. Moisture content within zero percent to 5 percent above optimum determined according to ASTM D 698, unless otherwise approved by the Engineer.

2. Cement-Stabilized Sand:

    a. Maximum lift thickness determined by Contractor to achieve uniform placement and required compaction, but do not exceed 12 inches.
    b. Compact by vibratory equipment to minimum of 95 percent of maximum dry density determined according to ASTM D 558.
    c. Moisture content on dry side of optimum determined according to ASTM D 558 but sufficient for cement hydration.

3. Class IVA and IVB (Clay Soils):

    a. Place in maximum 8-inch thick loose lifts.
    b. Compaction by vibratory Sheepfoot roller to minimum of 95 percent of maximum dry density determined according to ASTM D 698.
    c. Moisture content within zero percent to 5 percent above optimum determined according to ASTM D 698, unless approved by the Engineer.

E. Unless otherwise shown on Drawings, for trench excavations not under pavement, random backfill of suitable material may be used in trench zone. This provision does not apply to HDPE storm sewers.

1. Fat clays (CH) may be used as trench zone backfill outside paved areas at Contractor's option. When required density is not achieved, at any additional cost to the HCDD No. 1, rework, dry out, use lime

stabilization or other approved methods to achieve compaction requirements, or use different suitable material.

2. Maximum 9-inch compacted lift thickness for clayey soils and maximum 12-inch lift thickness for granular soils.

3. Compact to minimum of 90 percent of maximum dry density determined according to ASTM D 698.

4. Moisture content as necessary to achieve density.

F. For electric conduits, remove form work used for construction of conduits before placing trench zone backfill.

3.7 MANHOLES, JUNCTION BOXES AND OTHER PIPELINE STRUCTURES

A. Below paved areas or where shown on Drawings, encapsulate manhole with cement stabilized sand; minimum of 2 foot below base, minimum 2 foot around walls, up to pavement subgrade or natural ground.

B. In unpaved areas, use select fill for backfill. Existing material that qualifies as select material may be used, unless indicated otherwise on Drawings. Deposit backfill in uniform layers and compact each layer as specified. Maintain backfill material at no less than 2 percent below nor more than 5 percent above optimum moisture content, unless otherwise approved by the Engineer. Place fill material in uniform 8-inch maximum loose layers. Compact fill to at least 95 percent of maximum Standard Proctor Density according to ASTM D 698.

C. For LDWL projects, encapsulate manhole with cement stabilized sand; minimum of 1 foot below base, minimum of 2 feet around walls, up to within 12 inches of pavement subgrade or natural ground. For manholes over water line, extend encapsulation to bottom of trench. Compact in accordance with this Section.

3.2 MATERIAL DISPOSAL

A. Refer to Section 02120 – Material Disposal.

END OF SECTION

SECTION 02320
UTILITY BACKFILL MATERIALS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Material Classifications.
B. Utility Backfill Materials:
   1. Concrete sand
   2. Gem sand
   3. Pea gravel
   4. Crushed stone
   5. Crushed concrete
   6. Bank run sand
   7. Select backfill
   8. Random backfill
   9. Cement stabilized sand
C. Material Handling and Quality Control Requirements.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 DEFINITIONS

A. Unsuitable Material:
   1. Materials classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.
   2. Materials that cannot be compacted to required density due to gradation, plasticity, or moisture content.
   3. Materials containing large clods, aggregates, or stones greater than 4 inches in any dimension; debris, vegetation, or waste; or any other deleterious materials.
   4. Materials contaminated with hydrocarbons or other chemical contaminants.
B. Suitable Material:
   1. Materials meeting specification requirements.
   2. Unsuitable materials meeting specification requirements for suitable

soils after treatment with lime or cement.

C. Foundation Backfill Materials: Natural soil or manufactured aggregate meeting Class I requirements and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill where needed to provide stable support for structure foundation base. Foundation backfill materials may include concrete fill and seal slabs.
D. Foundation Base: Crushed stone aggregate with filter fabric as required, cement stabilized sand, or concrete seal slab. Foundation base provides smooth, level working surface for construction of concrete foundation.
E. Backfill Material: Classified soil material meeting specified quality requirements for designated application as embedment or trench zone backfill.
F. Embedment Material: Soil material placed under controlled conditions within embedment zone extending vertically upward from top of foundation to an elevation 12 inches above top of pipe, and including pipe bedding, haunching and initial backfill.
G. Trench Zone Backfill: Classified soil material meeting specified quality requirements and placed under controlled conditions in trench zone from top of embedment zone to base course in paved areas or to surface grading material in unpaved areas.
H. Foundation: Either suitable soil of trench bottom or material placed as backfill of over- excavation for removal and replacement of unsuitable or otherwise unstable soils.
I. Source: Source selected by Contractor for supply of embedment or trench zone backfill material. Selected source may be project excavation, off-site borrow pits, commercial borrow pits, or sand and aggregate production or manufacturing plants.
J. Refer to Section 02317 - Excavation and Backfill for Utilities for other definitions regarding utility installation by trench construction.

1.4 REFERENCES

A. ASTM C 33 - Standard Specification for Concrete Aggregate.
B. ASTM C 40 - Standard Test Method for Organic Impurities in Fine Aggregates for Concrete.
C. ASTM C 123 - Standard Test Method for Lightweight Particles in Aggregate.
D. ASTM C 131 - Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in Los Angeles Machine.
E. ASTM C 136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
F. ASTM C 142 - Standard Test Method for Clay Lumps and Friable Particles in Aggregates.
G. ASTM D 1140 - Standard Test Method for Amount of Material in Soils Finer Than No. 200 Sieve.

H. ASTM D 2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
I. ASTM D 4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
J. ASTM D 4643 - Standard Test Method for Determination of Water (Moisture) Content of Soil by Microwave Oven Method.
K. TxDOT Tex-110-E - Determining Particle Size Analysis of Soils.
L. TxDOT Tex-460-A - Material Finer Than 75 □m (No.200) Sieve In Mineral Aggregates (Decantation Test for Concrete Aggregates).

1.5 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.
B. Submit description of source, material classification and product description, production method, and application of backfill materials.
C. Submit test results for samples of off-site backfill materials.
D. Before stockpiling materials, submit copy of approval from landowner for stockpiling backfill material on private property.
E. Provide delivery ticket which includes source location for each delivery of material that is obtained from off-site sources or is being paid as specific bid item.

PART 2 - PRODUCTS

2.1 MATERIAL CLASSIFICATIONS

A. Classify materials for backfill for purpose of quality control in accordance with Unified Soil Classification Symbols as defined in ASTM D 2487. Material use and application is defined in utility installation specifications and Drawings either by class or by product descriptions.
B. Class Designations Based on Laboratory Testing:
    1. Class I: Well-graded gravels and sands, gravel-sand mixtures, crushed well-graded rock, little or no fines (GW, SW):
        a. Plasticity index: non-plastic.
        b. Gradation: D60/D10 - greater than 4 percent; amount passing No. 200 sieve - less than or equal to 5 percent.
    2. Class II: Poorly graded gravels and sands, silty gravels and sands, little to moderate fines (GM, GP, SP, SM):
        a. Plasticity index: non-plastic to 4.
        b. Gradations:
            (1) Gradation (GP, SP): amount passing No. 200 sieve - less than 5 percent.
            (2) Gradation (GM, SM): amount passing No. 200 sieve - between 12 percent and 50 percent.
            (3) Borderline gradations with dual classifications (e.g., SP-SM): amount passing No. 200 sieve - between 5 percent and 12 percent.

3. Class III: Clayey gravels and sands, poorly graded mixtures of gravel, sand, silt, and clay (GC, SC, and dual classifications, e.g., SP-SC):
    a. Plasticity index: greater than 7.
    b. Gradation: amount passing No. 200 sieve - between 12 percent and 50 percent.
4. Class IVA: Lean clays (CL).
    a. Plasticity Indexes:
        (1) Plasticity index: greater than 7, and above A line.
        (2) Borderline plasticity with dual classifications (CL-ML): PI between 4 and 7.
    b. Liquid limit: less than 50.
    c. Gradation: amount passing No. 200 sieve - greater than 50 percent.
    d. Inorganic.
5. Class IVB: Fat clays (CH)
    a. Plasticity index: above A line.
    b. Liquid limit: 50 or greater.
    c. Gradation: amount passing No. 200 sieve - greater than 50 percent.
    d. Inorganic.
6. Use soils with dual class designation according to ASTM D 2487, and which are not defined above, according to more restrictive class.

2.2 PRODUCT DESCRIPTIONS

Soils classified as silt (ML) silty clay (CL-ML with PI of 4 to 7), elastic silt (MH), organic clay and organic silt (OL, OH), and organic matter (PT) are not acceptable as backfill

A. materials. These soils may be used for site grading and restoration in unimproved areas as approved by the Engineer. Soils in Class IVB, fat clay (CH) may be used as backfill materials where allowed by applicable backfill installation specification. Refer to Section 02316 - Excavation and Backfill for Structures and Section 02317 - Excavation and Backfill for Utilities.
B. Provide backfill material that is free of stones greater than 6 inches, free of roots, waste, debris, trash, organic material, unstable material, non-soil matter, hydrocarbon or other contamination, conforming to following limits for deleterious materials:
    1. Clay lumps: Less than 0.5 percent for Class I, and less than 2.0 percent for Class II, when tested in accordance with ASTM C 142.
    2. Lightweight pieces: Less than 5 percent when tested in accordance with ASTM C 123.
    3. Organic impurities: No color darker than standard color when tested in accordance with ASTM C 40.
C. Manufactured materials, such as crushed concrete, may be substituted for natural soil or rock products where indicated in product specification, and approved by the Engineer, provided that physical property criteria are

determined to be satisfactory by testing.

D. Bank Run Sand: Durable bank run sand classified as SP, SW, or SM by Unified Soil Classification System (ASTM D 2487) meeting following requirements:
   1. Less than 15 percent passing number 200 sieve when tested in accordance with ASTM D 1140. Amount of clay lumps or balls may not exceed 2 percent.
   2. Material passing number 40 sieve shall meet the following requirements when tested in accordance with ASTM D 4318: Plasticity index: not exceeding 7.

E. Concrete Sand: Natural sand, manufactured sand, or combination of natural and manufactured sand conforming to requirements of ASTM C 33 and graded within following limits when tested in accordance with ASTM C 136:

Sieve	Percent Passing
3/8"	100
No. 4	95 to 100
No. 8	80 to 100
No. 16	50 to 85
No. 30	25 to 60
No. 50	10 to 30
No. 100	2 to 10

F. Gem Sand: Sand conforming to requirements of ASTM C 33 for course aggregates specified for number 8 size and graded within the following limits when tested in accordance with ASTM C 136:

Sieve	Percent Passing
3/8"	95 to 100
No. 4	60 to 80
No. 8	15 to 40

G. Pea Gravel: Durable particles composed of small, smooth, rounded stones or pebbles and graded within the following limits when tested in accordance with ASTM C 136:

Sieve	Percent Passing
1/2"	100
3/8"	85 to 100
No. 4	10 to 30
No. 8	0 to 10
No. 16	0 to 5

H. Crushed Aggregates: Crushed aggregates consist of durable particles obtained from an approved source and meeting the following requirements:
   1. Materials of one product delivered for same construction activity from single source, unless otherwise approved by the Engineer.
   2. Non-plastic fines.
   3. Los Angeles abrasion test wear not exceeding 45 percent when tested in accordance with ASTM C 131.
   4. Crushed aggregate shall have minimum of 90 percent of particles retained on No. 4 sieve with 2 or more crushed faces as determined by Tex-460-A, Part I.
   5. Crushed stone: Produced from oversize plant processed stone or gravel, sized by crushing to predominantly angular particles from naturally occurring single source. Uncrushed gravel is not acceptable materials for embedment where crushed stone is shown on applicable utility embedment drawing details.
   6. Crushed Concrete: Crushed concrete is an acceptable substitute for crushed stone as utility backfill. Gradation and quality control test requirements are same as crushed stone. Provide crushed concrete produced from normal weight concrete of uniform quality; containing particles of aggregate and cement material, free from other substances such as asphalt, reinforcing steel fragments, soil, waste gypsum (calcium sulfate), or debris.
   7. Gradations, as determined in accordance with Tex-110-E.

Sieve	Percent Passing by Weight for Pipe Embedment by Ranges of Nominal Pipes Sizes		
	>15"	15" - 8"	<8"
1"	95 - 100	100	-
3/4"	60 - 90	90 - 100	100
1/2"	25 - 60	-	90 - 100
3/8"	-	20 - 55	40 - 70
No. 4	0 - 5	0 - 10	0 - 15
No. 8	-	0 - 5	0 - 5

I. Select Backfill: Class III clayey gravel or sand or Class IV lean clay with plasticity index between 7 and 20 or clayey soils treated with lime in accordance with Section 02951 - Pavement Repair and Restoration to meet plasticity criteria.
J. Random Backfill: Any suitable soil or mixture of soils within Classes I, II, III and IV; or fat clay (CH) wh allowed by applicable backfill installation specification. Refer to Section 02316 - Excavation and Backfill for Structures and Section 02317 - Excavation and Backfill for Utilities.
K. Cement Stabilized Sand: Conform to requirements of Section 02321 - Cement Stabilized Sand.
L. Concrete Backfill: Conform to Class B.
M. Flexible Base Course Material: Conform to requirements of applicable

portions of Section 02711 - Hot Mix Asphaltic Base Course, Section 02712 - Cement Stabilized Base Course, and Section 02713 - Recycled Crushed Concrete Base Course.

2.3 MATERIAL TESTING

A. Source Qualification. Perform testing to obtain tests by suppliers for selection of material sources and products not from the project site. Test samples of processed materials from current production representing material to be delivered. Use tests to verify that materials meet specification requirements. Repeat qualification test procedures each time source characteristics change or there is planned change in source location or supplier. Include the following qualification tests, as applicable:
   1. Gradation. Report complete sieve analyses regardless of specified control sieves from largest particle through No. 200 sieve.
   2. Plasticity of material passing No. 40 sieve
   3. Los Angeles abrasion wear of material retained on No. 4 sieve
   4. Clay lumps
   5. Lightweight pieces
   6. Organic impurities

B. Production Testing. Provide reports to the Engineer from an independent testing laboratory that backfill materials to be placed in Work meet applicable specification requirements.

C. Assist the Engineer in obtaining material samples for verification testing at source or at production plant.

PART 3 - EXECUTION

3.1 SOURCES

A. Use of existing material in trench excavations is acceptable, provided applicable specification requirements are satisfied.

B. Identify off-site sources for backfill materials at least 14 days ahead of intended use so that the Engineer may obtain samples for verification testing.

C. Materials may be subjected to inspection or additional verification testing after delivery. Materials which do not meet requirements of specifications will be rejected. Do not use material which, after approval, has become unsuitable for use due to segregation, mixing with other materials, or by contamination. Once material is approved by the Engineer, expense for sampling and testing required to change to different material will be credited to the District through change order.

D. Bank run sand, select backfill, and random backfill, if available in project excavation, may be obtained by selective excavation and acceptance testing. Obtain additional quantities of these materials and other materials required to complete work from off-site sources. HCDD No. 1 does not represent or guarantee that any soil found in excavation work will be

suitable and acceptable as backfill material.

3.2 MATERIAL HANDLING

A. When backfill material is obtained from either commercial or non-commercial borrow pit, open pit to expose vertical faces of various strata for identification and selection of approved material to be used. Excavate selected material by vertical cuts extending through exposed strata to achieve uniformity in product.
B. Establish temporary stockpile locations for practical material handling, control, and verification testing by the Engineer in advance of final placement. Obtain approval from landowner for storage of backfill material on adjacent private property.
C. When stockpiling backfill material near project site, use appropriate covers to eliminate blowing of materials into adjacent areas and prevent runoff containing sediments from entering drainage system.
D. Place stockpiles in layers to avoid segregation of processed materials. Load material by making successive vertical cuts through entire depth of stockpile.

3.3 FIELD QUALITY CONTROL

A. Quality Control
    1. The Engineer may sample and test backfill at:
        a. Sources including borrow pits, production plants and Contractor's designated off-site stockpiles.
        b. On-site stockpiles.
        c. Materials placed in Work.
    2. The Engineer may re-sample material at any stage of work or location if changes in characteristics are apparent.
B. Testing laboratory will provide verification testing on backfill materials, as directed by the Engineer. Samples may be taken at source or at production plant, as applicable.

END OF SECTION

SECTION 02330
EMBANKMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Construction of embankments with excess excavated material and borrow.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 REFERENCES

A. ASTM D 698 - Standard Test Methods for Laboratory Compaction Characteristics of Soils Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
B. ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
C. ASTM D 3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

PART 2 - PRODUCTS

2.1 MATERIALS

A. Refer to Section 02315 - Roadway Excavation for acceptable excess materials from roadway excavation.
B. Refer to Section 02317 - Excavation and Backfill for Utilities for acceptable excess materials from utility excavation and trenching.
C. Refer to Section 02319 - Borrow for acceptable borrow materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify borrow and excess excavated materials to be reused are approved.
B. Verify removals and clearing and grubbing operations have been

completed.

3.2 PREPARATION

A. Backfill test pits, stump holes, small swales and other surface irregularities. Backfill and compact in designated lift depths to requirements for embankment compaction.
B. Record location and plug and fill inactive water and oil wells. Conform to Texas State Health Department, Texas Commission on Environmental Quality and Texas Railroad Commission requirements. Notify the Engineer prior to plugging wells.
C. Excavate and dispose of unsuitable soil and other unsuitable materials which will not consolidate. Backfill and compact to requirements for embankment. Unsuitable soil is defined in Section 02316 - Excavation and Backfill for Structures and Section 02320 - Utility Backfill Materials.
D. Backfill new utilities below future grade. Conform to requirements of Sections 02317 - Excavation and Backfill For Utilities, 02511 - Water Lines, 02531 - Gravity Sanitary Sewers, and 02532 - Sanitary Sewage Force Mains.

3.3 PROTECTION

A. Protect trees, shrubs, lawns, existing structures, and other features outside of embankment limits.
B. Protect utilities above and below grade, which are to remain.
C. Conform to protection requirements of Section 02315 - Roadway Excavation.

3.4 PLACING EMBANKMENT

A. Do not conduct placement operations during inclement weather or when existing ground or fill materials exceed 3 percent of optimum moisture content. Contractor may manipulate wet material to facilitate drying, by disking or windrowing.
B. Do not place embankment fill until density and moisture content of previously placed material comply with specified requirements.
    1. Scarify areas to be filled to minimum depth of 4 inches to bond existing and new materials. Mix with first fill layer.
    2. Spread fill material evenly, from dumped piles or windrows, into horizontal layers approximately parallel to finished grade. Place to meet specified compacted thickness. Break clods and lumps and mix materials by blading, harrowing, disking or other approved method. Extend each layer across full width of fill.
    3. Each layer shall be homogeneous and contain uniform moisture content before compaction. Mix dissimilar abutting materials to prevent abrupt changes in composition of fill.
    4. Layers shall not exceed the following compacted thickness:

a. Areas indicated to be under future paving or shoulders, to be constructed within 6 months: 6 inches when compacted with pneumatic rollers, or 8 inches when compacted with other rollers.
b. Other areas: 12 inches

5. For steep slopes, cut benches into slope and scarify before placing fill. Place increasingly wider horizontal layers of specified depth to level of each bench.
6. Build embankment layers on back slopes, adjacent to existing roadbeds, to level of old roadbed. Scarify top of old roadbed to minimum depth of 4 inches and recompact with next fill layer.
7. Construct to lines and grades shown on Drawings.
8. Remove unsuitable material and excess soil not being used for embankment from site in accordance with requirements of Section 02120 - Waste Material Disposal.
9. Maintain moisture content of embankment materials to attain required density.
10. Compact to following minimum densities at moisture content of optimum to 3 percent above optimum as determined by ASTM D 698, unless otherwise indicated on Drawings:
    a. Areas under future paving and shoulders: Minimum density of 95 percent of maximum dry density.
    b. Other areas: Minimum density of 90 percent of maximum dry density.

3.5 TOLERANCES

A. Top of compacted surface: Plus, or minus 1/2 inch in cross section or 16-foot length.

3.6 FIELD QUALITY CONTROL

A. Compaction Testing will be performed in accordance with ASTM D 698 or ASTM D 2922 and ASTM D 3017.
B. A minimum of three tests will be taken for each 1000 linear feet per lane of roadway or 500 square yards of embankment per lift.
C. If tests indicate work does not meet specified compaction requirements, recondition, recompact, and retest at no cost to the District.

END OF SECTION

SECTION 02336
LIME-STABILIZED SUBGRADE

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Foundation course of lime stabilized subgrade material.
   1. Application of lime slurry to subgrade.
   2. Mixing, compaction, and curing of lime slurry, water, and subgrade into a stabilized foundation.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 DEFINITION

A. Moist Cure: Curing soil and lime to obtain optimum hydration.
B. 1000-Foot Roadway Section: 1000 feet per lane width or approximately 500 square yards of compacted subgrade for other than full-lane-width roadway sections.

1.4 REFERENCES

A. ASTM D 698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3).
B. ASTM D 2922 - Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
C. ASTM D 4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
D. TxDOT Tex-101-E (Part III) - Preparation of Soil and Flexible Base Material for Testing.
E. TxDOT Tex-140-E - Measuring Thickness of Pavement Layer.
F. TxDOT Tex-600-J - Sampling and Testing Hydrated Lime, Quicklime, and Commercial Lime Slurry.

1.5 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.
B. Submit certification that hydrated lime, quicklime, or commercial lime slurry complies with specifications.
C. Submit weight tickets, certified by supplier, with each bulk delivery of lime to work site.

1.6 DELIVERY, STORAGE AND HANDLING

A. Bagged lime shall bear manufacturer's name, product identification, and certified weight. Bags varying more than 5 percent of certified weight may be rejected; average weight of 50 random bags in each shipment shall not be less than certified weight.
B. Store lime in weatherproof enclosures. Protect lime from ground dampness.

PART 2 - PRODUCTS

2.1 WATER

A. Use clean, clear water, free from oil, acids, alkali, or vegetation.

2.2 LIME

A. Type A - Hydrated Lime: Dry material consisting essentially of calcium hydroxide or mixture of calcium hydroxide and an allowable percentage of calcium oxide as listed in chemical composition chart.
B. Type B - Commercial Lime Slurry: Liquid mixture consisting essentially of lime solids and water in slurry form. Water or liquid portion shall not contain dissolved material in sufficient quantity to be injurious or objectionable for purpose intended.
C. Type C - Quicklime: Dry material consisting essentially of calcium oxide. Furnish quicklime in either of the following grades:
    1. Grade DS: Pebble quicklime of gradation suitable for use in preparation of slurry for wet placing.
    2. Grade S: Finely-graded quicklime for use in preparation of slurry for wet placing. Donor use grade S quicklime for dry placing.
D. Conform to the following requirements:

CHEMICAL COMPOSITION	TYPE		
	A	B	C
Active lime content, % by weight $Ca(OH)_2$+CaO	90.0 min[1]	87.0 min[2]	-
Unhydrated lime content, % by weight CaO	5.0 max	-	87.0 min
Free water content, % by weight H_2O:	5.0 max	-	-
SIZING			
Wet Sieve, as % by weight residue retained:			
No. 6	0.2 max	0.2 max[2]	8.0 max[3]
No. 30	4.0 max	4.0 max[2]	-
Dry sieve, as % by weight residue retained:			
1-inch	-	-	0.0
1/2-inch	-	-	10.0 max

Notes:
1. Maximum 5.0% by weight CaO shall be allowed in determining total active lime content.
2. Maximum solids content of slurry.
3. Total active lime content, as CaO, in material retained on No. 6 sieve shall not exceed 2.0% by weight of original Type C lime.

E. Deliver lime slurry to job site as commercial lime, or prepare at job site by using hydrated lime or quicklime. Provide slurry free of liquids other than water and of consistency that can be handled and uniformly applied without difficulty.
F. Lime containing magnesium hydroxide is prohibited.

2.3 SOIL

A. Soil to receive lime treatment may include borrow or existing subgrade material, existing pavement structure, or combination of all three. Where existing pavement or base material is encountered, pulverized or scarify material so that 100 percent of sampled material passes 2- inch sieve.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify compacted subgrade will support imposed loads.
B. Verify subgrade lines and grades.

3.2 PREPARATION

A. Complete backfill of utilities prior to stabilization.
B. Cut material to bottom of subgrade using an approved cutting and pulverizing machine meeting following requirements:
    1. Cutters accurately provide smooth surface over entire width of cut to plane of secondary grade.
    2. Provide cut to depth as specified or shown in the Drawings.
C. Alternatively, scarify or excavate to bottom of stabilized subgrade. Remove material or windrow to expose secondary grade. Obtain uniform stability.
D. Correct wet or unstable material below secondary grade by scarifying, adding lime, and compacting as directed by the Engineer.
E. Pulverize existing material so that 100 percent passes a 1-3/4-inch sieve.

3.3 LIME SLURRY APPLICATION

A. Apply slurry with distributor truck equipped with an agitator to keep lime and water in consistent mixture. Make successive passes over measured section of roadway to attain proper moisture and lime content. Limit spreading to an area where preliminary mixing operations can be completed on same working day.
B. Minimum lime content shall be 5 percent of dry unit weight of subgrade as determined by ASTM D 698

3.4 PRELIMINARY MIXING

A. Use approved single-pass or multiple-pass rotary speed mixers to mix soil, lime, and water to required depth. Obtain homogeneous friable mixture free of clods and lumps.
B. Shape mixed subgrade to final lines and grades.
C. Eliminate following operations and final mixing if pulverization requirements can be met during preliminary mixing:
    1. Seal subgrade as precaution against heavy rainfall by rolling lightly with light pneumatic rollers.
    2. Cure soil lime material for 24 to 72 hours or as required to obtain optimum hydration. Keep subgrade moist during cure.

3.5 FINAL MIXING

A. Use approved single-pass or multiple-pass rotary speed mixers to uniformly mix cured soil and lime to required depth.
B. Add water to bring moisture content of soil mixture to optimum or above.
C. Mix and pulverize until all material passes 13/4-inch sieve; minimum of 85 percent, excluding non-slacking fractions, passes 3/4-inch sieve; and minimum of 60 percent excluding non-slacking fractions passes No. 4 sieve. Test according to TxDOT Tex-101-E, Part III using dry method.
D. Shape mixed subgrade to final lines and grades.
E. Do not expose hydrated lime to open air for 6 hours or more during

interval between application and mixing. Avoid excessive hydrated lime loss due to washing or blowing.

3.6 COMPACTION

A. Aerate or sprinkle to attain optimum moisture content to 3 percent above optimum, as determined by ASTM D 698 on material sample from roadway after final mix with lime.
B. Start compaction immediately after final mixing.
C. Spread and compact in two or more equal layers where total compacted thickness is greater than equipment manufacturer's recommended range of mixing and compaction.
D. Compact with approved heavy pneumatic or vibrating rollers, or combination of tamping rollers and light pneumatic rollers. Begin compaction at bottom and continue until entire depth is uniformly compacted.
E. Do not allow stabilized subgrade to mix with underlying material. Correct irregularities or weak spots immediately by replacing material and recompacting.
F. Compact subgrade to minimum density of 95 percent of maximum dry density, according to ASTM D 698, at moisture content of optimum to 3 percent above optimum, unless otherwise indicated on Drawings:
G. Seal with approved light pneumatic tired rollers. Prevent surface hair line cracking. Rework and recompact at areas where hairline cracking develops.

3.7 CURING

A. Moist cure for minimum of 3 days before placing base or surface course, or opening to traffic. Subgrade may be opened to traffic after 2 days when adequate strength has been attained to prevent damage. Restrict traffic to light pneumatic rollers or vehicles weighing less than 10 tons.
B. Keep subgrade surface damp by sprinkling. Roll with light pneumatic roller to keep surface knit together.
C. Place base or surface within 14 days after final mixing and compaction. Restart compaction and moisture content of base material when time is exceeded.

3.8 TOLERANCES

A. Completed surface: smooth and conforming to typical section and established lines and grades.
B. Top of compacted surface: Plus or minus 1/4 inch in cross section or in 16-foot length.
C. Depth of lime stabilization shall be plus or minus one inch of specified depth for each 1000- foot roadway section.

3.9 FIELD QUALITY CONTROL

A. Testing will be performed.
B. Test soils, lime, and mixtures as follows:
    1. Tests and analysis of soil materials will be performed in accordance with ASTM D 4318, using the wet preparation method.
    2. Sampling and testing of lime slurry shall be in accordance with TxDOT Tex-600-J, except using a lime slurry cup.
    3. Sample mixtures of hydrated lime or quicklime in slurry form will be tested to establish compliance with specifications.
    4. Moisture-density relationship will be established on material sampled from roadway, after stabilization with lime and final mixing, in accordance with ASTM 698, Moist preparation Method.
C. In-place depth will be evaluated for each 1000-foot roadway section and determined in accordance with TxDOT Tex-140-E in hand excavated holes. For each 1000-foot section, 3 phenolphthalein tests will be performed. Average stabilization depth for 1000-foot section will be based on average depth for three tests.
D. Perform compaction testing in accordance with ASTM D 2922. Three tests will be performed for each 1000-foot roadway section.
E. Pulverization analysis will be performed as required on material sampled during mixing of each production area. Three tests will be performed per 1000-foot roadway section or a minimum of once daily.

3.10 REWORK OF FAILED SECTIONS

A. Rework sections that do not meet specified thickness.
B. Perform the following steps when more than 72 hours have lapsed since completion of compaction.
    1. Moist cure for minimum of 3 days after compaction to required density.
    2. Add lime at rate of 25 percent of specified rate at no additional cost to the District.
    3. Moisture density test of reworked material must be completed by laboratory before field compaction testing can be completed.

3.11 PROTECTION

A. Maintain stabilized subgrade to lines and grades and in good condition until placement of base or surface course. Protect asphalt membrane from being picked up by traffic.
B. Repair defects immediately by replacing material to full depth.

END OF SECTION

SECTION 02360
TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) on the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000. Control measures are defined as Best Management Practices used to prevent or reduce the discharge of pollutants. Control measures include, but are not limited to, rock filter dams, temporary pipe slope drains, temporary paved flumes, construction exits, earthwork for erosion control, pipe, construction perimeter fence, sandbags, temporary sediment control fence, biodegradable erosion control logs, vertical tracking, temporary or permanent seeding, and other measures. Erosion and sediment control devices must be selected from the Erosion Control Approved Products or Sediment Control Approved Products lists. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications

B. Provide the Contractor Certification of Compliance before performing SWP3 or soil disturbing activities. By signing the Contractor Certification of Compliance, the Contractor certifies they have read and understand the requirements applicable to this project pertaining to the SWP3, the plans, and the TPDES General Permit TXR150000. The Contractor is responsible for any penalties associated with non-performance of installation or maintenance activities required for compliance. Ensure the most current version of the certificate is executed for this project.

1.2 MEASUREMENT AND PAYMENT

A. Measurement and payment is as noted on the Unit Price Schedule.
B. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

PART 2 - PRODUCTS

2.1 MATERIAL

A. Furnish materials in accordance with following sections:
   A. Section 02361 – Silt Fences
   B. Section 02364 – Filter Dams
   C. Section 02365 – Stabilized Construction Access
   D. Section 02374 – Articulating Concrete Block
   E. Section 02376 – Concrete Channel Lining and Concrete Interceptor Structures
   F. Section 02377 – Rectangular Concrete Channel
   G. Section 02378 – Rip Rap and Granular Fill
   H. Section 02379 – Geotextiles for Erosion Control Systems

2.2 ROCK FILTER DAMS

A. Aggregate: Furnish aggregate with approved hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding. Provide the following:
   A. Types 1,2, and 4 Rock Filter Dams. Use 3 to 6 inches aggregate.
   B. Type 3 Rock Filter Dams. Use 4 to 8 inches aggregate.
B. Wire: Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:
   A. a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 × 3-1/4 in.;
   B. minimum 0.0866 in. steel wire for netting;
   C. < minimum 0.1063 in. steel wire for selvages and corners;
   D. and < minimum 0.0866 in. for binding or tie wire.
C. Sandbag Material: any gradation of aggregate may be used to fill the sandbags.

2.3 CONSTRUCTION PERIMETER FENCE

A. Posts: Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in., or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.25 lb. per foot.
B. Fence: Provide orange construction fencing as approved.
C. Fence Wire. Provide 14 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.

D. Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.
E. Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

2.4 SANDBAGS

A. Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.
B. Use natural coarse sand or manufactured sand meeting the gradation given in table below to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.
C. Aggregate may be used instead of sand for situations where sandbags are not adjacent to traffic. The aggregate size must not exceed 3/8 in.

Sieve Size	Retained (% by Weight)
No. 4	Maximum 3%
No. 100	Minimum 80%
No. 200	Minimum 95%

2.5 TEMPORARY SEDIMENT CONTROL FENCE

A. Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.
B. Fabric: Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."
C. Posts. Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Furnish soft wood posts at least 3 in. in diameter, or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/2 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.25 lb. per foot.
D. Net Reinforcement. Provide net reinforcement of at least 12.5 gauge (SWG) galvanized welded wire mesh, with a maximum opening size of 2 × 4 in., at least 24 in. wide, unless otherwise shown on the plans.
E. Staples. Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.
F. Used Materials. Use recycled material meeting the applicable requirements if approved.

2.6 BIODEGRADABLE EROSION CONTROL LOGS

A. Core Material. Furnish core material that is biodegradable or recyclable. Use compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material unless specifically called out on the plans. Permit no more than 5% of the material to escape from the containment mesh.
B. Containment Mesh. Furnish containment mesh that is 100% biodegradable, photodegradable, or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.
C. Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.
D. Furnish recyclable containment mesh for temporary installations.
E. Size. Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

PART 3 - EXECUTION

3.1 QUALIFICATIONS, TRAINING AND EMPLOYEE REQUIREMENTS

A. Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities. Provide and designate in writing at the preconstruction conference a CRPE and alternate CRPE who have overall responsibility for the storm water management program. The CRPE will implement storm water and erosion control practices; will oversee and observe storm water control measure monitoring and management; will monitor the project site daily and produce daily monitoring reports as long as there are BMPs in place or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. During time suspensions when work is not occurring or on contract non-work days, daily inspections are not required unless a rain event has occurred.
B. Contractor Superintendent Qualifications and Responsibilities. Provide a superintendent that is competent, has experience with and knowledge of storm water management, and is knowledgeable of the requirements and the conditions of the TPDES General Permit TXR150000. The superintendent will manage and oversee the day to day operations and activities at the project site; work with the CRPE to provide effective storm water management at the project site; represent and act on behalf of the Contractor; and attend the Department's preconstruction conference for the project.
C. Training. All Contractor and subcontractor employees involved in soil disturbing activities, small or large structures, storm water control measures, and seeding activities must complete training as prescribed.

3.2 INSTALLATION

A. Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as approved.

B. The Department will inspect and document the condition of the control measures at the frequency shown on the plans and will provide the Construction SWP3 Field Inspection and Maintenance Reports to the Contractor. Make corrections as soon as possible before the next anticipated rain event or within 7 calendar days after being able to enter the worksite for each control measure. The only acceptable reason for not accomplishing the corrections with the time frame specified is when site conditions are "Too Wet to Work." Take immediate action if a correction is deemed critical as directed. When corrections are not made within the established time frame, all work will cease on the project and time charges will continue while the control measures are brought into compliance. Commence work once the Engineer reviews and documents the project is in compliance. Commencing work does not release the Contractor of the liability for noncompliance of the SWP3, plans, or TPDES General Permit TXR150000.

C. The Engineer may limit the disturbed area if the Contractor cannot control soil erosion and sedimentation resulting from the Contractor's operations. Implement additional controls as directed.

D. Remove devices upon approval or as directed. Finish-grade and dress the area upon removal. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. Materials removed are considered consumed by the project. Retain ownership of stockpiled material and remove it from the project when new installations or replacements are no longer required.

3.3 ROCK FILTER DAMS FOR EROSION CONTROL

A. Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

B. Place the aggregate to the lines, height, and slopes specified, without undue voids for Types 1, 2, 3, and 5. Place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings for Types 2 and 3, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria unless otherwise shown on the plans:

   A. Type 1 (Non-Reinforced).

      a. Height: At least 18 in. measured vertically from existing ground to

top of filter dam.
b. Top Width. At least 2 ft.
c. Slopes. No steeper than 2:1.

B. Type 2 (reinforced).
a. Height. At least 18 in. measured vertically from existing ground to top of filter dam.
b. Top Width. At least 2 ft.
c. Slopes. No steeper than 2:1.

C. Type 3 (Reinforced).
a. Height: At least 36 in. measured vertically from existing ground to top of filter dam.
b. Top Width. At least 2 ft.
c. Slopes. No steeper than 2:1.

D. Type 4 (Sack Gabions):
a. Unfold sack gabions and smooth out kinks and bends. Connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing for vertical filling. Pull the end lacing rod at one end until tight, wrap around the end, and twist 4 times. Fill with stone at the filling end, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.
b. Place the sack flat in a filling trough, fill with stone, connect sides, and secure ends as described above for horizontal filling.
c. Lift and place without damaging the gabion. Shape sack gabions to existing contours.

E. Type 5: Provide rock filter dams as shown on the plans.

3.4 CONSTRUCTION PREIMETER FENCE

A. Construct, align, and locate fencing as shown on the plans or as directed.
B. Installation of Posts. Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.
C. Wire Attachment. Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.
D. Flag Attachment. Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

3.5 SANDBAGS FOR EROSION CONTROL

A. Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place

additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

3.6 TEMPORARY SEDIMENT CONTROL FENCE

A. Temporary Sediment-Control Fence. Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.
B. Installation of Posts. Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the runoff source.
C. Fabric Anchoring. Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 × 6 in. Place the fabric against the side of the trench and align approximately 2 in. of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.
D. Fabric and Net Reinforcement Attachment. Attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced unless otherwise shown on the plans. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.
E. Fabric and Net Splices. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced unless otherwise shown on the plans. Do not locate splices in concentrated flow areas.
    A. Requirements for installation of used temporary sediment – control fence include the following:
        a. fabric with minimal or no visible signs of biodegradation (weak fibers),
        b. fabric without excessive patching (more than 1 patch every 15 to 20 ft.)
        c. posts without bends, and
        d. backing without holes.

3.7 BIODEGRADABLE EROSION CONTROL LOGS

A. Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align, and locate the biodegradable erosion control logs as specified below, as shown on the plans, or as directed.
B. Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and as approved, such that flow is not allowed under the logs. Temporarily

removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

END OF SECTION

SECTION 02361
SILT FENCES

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for furnishing, installing, maintaining and removing temporary silt fences.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 REFERENCES

A. AASHTO M 288 – Geotextile Specification for Highway Applications.
B. ASTM D 4355 – Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon-Arc Type Apparatus.
C. ASTM D 4491 – Water Permeability of Geotextiles by Permittivity.
D. ASTM D 4632 – Grab Breaking Load and Elongation of Geotextiles.
E. ASTM D 4751 – Determining Apparent Opening Size of a Geotextile.

1.4 SUBMITTALS

A. Refer to Section 01330 – Submittal Procedures.
B. Submit catalog data and mill certificate for the silt fence geotextile and catalog data for welded wire fabric mesh or plastic grid mesh reinforcement to be used.

PART 2 – PRODUCTS

2.1 GEOTEXTILE FABRIC

A. Geotextile fabric shall consist of long-chain synthetic polymers composed of at least 95 percent by weight of polyolefins in a woven fabric.
B. Geotextile fabric shall contain stabilizers and/or inhibitors to make the fibers resistant to deterioration resulting from exposure to

sunlight or heat. The geotextile fabric shall be resistant to commonly encountered soil chemicals, mildew, rot and insects.

C. Geotextile fabric shall be free of defects or flaws that affect its physical properties.
D. Provide a geotextile fabric with a minimum grab strength of 100 lbs (ASTM D 4632).
E. Provide silt fence with properties in accordance with AASHTO M 288
Geotextile Specification for Highway Applications Table 6.

2.2 SUPPORTS

A. Provide wooden stakes or steel fence supports having a minimum length of 4 feet.
B. For reinforced fence, provide mesh reinforcement of galvanized 2 inch by 4 inch welded wire fabric mesh or plastic grid mesh reinforcement (refer to Section 01562 – Construction Fence).

PART 3 – EXECUTION

3.1 GENERAL

A. Install silt fences at locations shown on Plans or as approved by the Engineer.
B. Place silt fences in a continuous manner and transverse to the runoff. Place the silt fence to follow the contours of the site. Do not allow water to flow around the end of the fence.
C. Provide continuous rolls of the silt fence fabric and cut to length to minimize the use of fabric joints. When joints are necessary, the fabric shall be spliced together only at a support with a minimum 6 inch overlap.

3.2 MAINTENANCE

A. Inspect silt fences after each rainfall, daily during periods of daily rainfall, and, at a minimum, once every week. Repair and/or replace any component of the silt fence that becomes defective from intended use.
B. Remove sediment deposits when the deposit reaches 1/3 the height of the fence. Dispose of sediment properly.
C. Remove silt fences and dispose of any sediment accumulations promptly when directed by Engineer.

3.3 DAMAGED MATERIAL

A. Repair damage to silt fences and supports immediately.

3.4 DISPOSAL

A. Refer to Section 02120 – Material Disposal.

END OF SECTION

SECTION 02365
STABILIZED CONSTRUCTION ACCESS

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for construction, maintenance and removal of stabilized construction access.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.
D. No separate measurement and payment will be made for maintenance or removal.

1.3 SUBMITTALS

A. Refer to Section 01330 – Submittals.
B. Refer to Section 02379 – Geotextiles for Erosion Control Systems.
C. Submit gradation for granular fill.

PART 2 – PRODUCTS

2.1 GEOTEXTILE SEPARATION FABRIC

A. Provide a geotextile of woven or spunbond nonwoven fibers consisting of long-chain synthetic polymers composed of at least 95 percent by weight of polyolefins. Provide geotextile fabric equal to the following average roll values or as directed by the Engineer:
   1. Minimum average roll value.
      a. Elongation < 50 percent.
      b. Grab Strength ≥ 200 pounds.
      c. Puncture Strength ≥ 75 pounds.
      d. UV Stability (retained strength) ≥ 50 percent after 500 hours of exposure.
   2. Maximum average roll value.
      a. Apparent Opening Size (AOS) – 0.212 to 0.6 mm (#70 to #30 US sieve).

2.2 GRANULAR FILL

A. Refer to Section 02378 – Riprap and Granular Fill.

PART 3 – EXECUTION

3.1 GENERAL

A. Provide stabilized access, washing areas and parking areas at locations shown on the Plans or as approved by the Engineer.
B. Furnish and place geotextile fabric as a permeable separator to prevent mixing of granular fill with underlying soil.
C. Place 3 inch to 5 inch granular fill to dimensions and depths shown on the Plans or as directed by the Engineer. The minimum thickness shall be 8 inches.
D. Roads and parking areas shall be graded to provide sufficient drainage away from stabilized areas. Use sandbags, gravel, boards or similar methods to prevent sediment from entering public rights-of-way, storm drains, ditches and watercourses.

3.2 MAINTENANCE

A. Inspect and maintain stabilized areas daily. Provide periodic top dressing with additional granular fill as necessary.
B. Repair or replace components of stabilized access areas that become defective from intended use.
C. Maintain stabilized access areas until acceptance of the Project or as directed by Engineer.
D. Remove stabilized access promptly when directed by Engineer. Restore areas where stabilized construction access was removed to final project grade in preparation of turf establishment by others.

3.3 DISPOSAL

A. Refer to Section 02120 – Material Disposal.

END OF SECTION

SECTION 02490
TRENCH SAFETY SYSTEM

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for the installation and maintenance of a trench safety system.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 REFERENCES

A. Implement the Trench Safety System requirements of the Federal, State and local Safety and Health Regulations and the Occupational Safety and Health Administration (OSHA), 29 CFR, Part 1926 Subpart P – Excavation.
B. Texas Health and Safety Code Ann., Chapter 756. Miscellaneous Hazardous Conditions. Subchapter C. Trench Safety § 756.023. Trench Excavation for Political Subdivision.

1.4 SUBMITTALS

A. Refer to Section 01330 – Submittal Procedures.
B. Submit a safety plan specifically for the construction of trench excavation. Design the trench safety plan to be in accordance with OSHA regulations referenced above that govern the presence and activities of individuals working in and around trench excavations.
C. Construction and Shop Drawings containing deviations from OSHA regulations or special designs shall be sealed by a licensed Texas Professional Engineer retained and paid by the Contractor.
D. Review of the safety plan by the Engineer will only be in regard to compliance with this Section and will not constitute approval by the Engineer or relieve the Contractor of obligations under State and Federal trench safety laws.

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION – Not used

END OF SECTION

SECTION 02611
REINFORCED CONCRETE PIPE

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for reinforced concrete pipe.

1.2 MEASUREMENT AND PAYMENT

A. Measurement and payment is as noted on the Unit Price Schedule.
B. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 REFERENCES

A. ASTM A 506 – Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe.
B. ASTM A 507 – Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe.
C. ASTM C 76 – Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
D. ASTM C 443 – Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
E. ASTM C 655 – Reinforced Concrete D-Load Culvert, Storm Drain, and Sewer Pipe.
F. ASTM C 877 – External Sealing Bands for Non-circular Concrete Sewer, Storm Drain, and Culvert Pipe.

1.4 SUBMITTALS

A. Refer to Section 01330 – Submittal Procedures.
B. Submit for approval, Shop Drawings and data on piping, fittings, gaskets and appurtenances. Indicate conformance to appropriate reference standards using Certificate of Compliance.
C. Submit manufacturer's literature for product specified including materials, sizes, flow carrying capacity and installation procedures.

PART 2 – PRODUCTS

2.1 REINFORCED CONCRETE PIPE

A. Provide circular reinforced concrete pipe in accordance with the requirements of ASTM C 76 for Class III wall thickness. Provide joints comprised of rubber gaskets conforming to ASTM C 443.

B. Provide reinforced concrete arch pipe in accordance with the requirements of ASTM C 506 for Class A-III. Provide joints comprised of rubber gaskets conforming to ASTM C 877.
C. Provide reinforced concrete elliptical pipe, either vertical or horizontal, in accordance with the requirements of ASTM C 507 for Class VE-III for vertical or Class HE-III for horizontal. Provide joints comprised of rubber gaskets conforming to ASTM C 877.
D. Provide reinforced concrete D-load pipe in accordance with the requirements of ASTM C 655.

PART 3 – EXECUTION

3.1 EXCAVATION AND INSTALLATION

A. Excavate in accordance with the requirements of Section 02316 – Structural Excavating and Backfilling.
B. Install as shown on the Plans or in accordance with the requirements of Section 02631 – Storm Sewers and Outfalls.

END OF SECTION

SECTION 02612
PRECAST REINFORCED CONCRETE BOX

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for precast reinforced concrete boxes.

1.2 MEASUREMENT AND PAYMENT

A. Measurement and payment is as noted on the Unit Price Schedule.
B. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 REFERENCE

A. ASTM C 1433 – Precast Reinforced Concrete Box Sections for Culverts, Storm Drains, and Sewers.

1.4 SUBMITTALS

A. Refer to Section 01330 – Submittal Procedures.
B. Submit for approval, shop drawings and data on box section, fittings, gaskets and appurtenances. Indicate conformance to appropriate reference standards using Certificate of Compliance.
C. Submit manufacturer's literature for product specifications including materials, sizes, flow carrying capacity and installation procedures.

PART 2 – PRODUCTS

2.1 PRECAST REINFORCED CONCRETE BOX SEWERS

A. Box sections shall conform to ASTM C 1433 in which design is based on amount of earth cover, as indicated on the Plans.
B. Provide boxes manufactured by a process that provides for uniform placement of concrete in forms and consolidation by mechanical devices.
C. Provide box sections cured in accordance with ASTM C 1433 that have cured a minimum of seven days and have reached the specified 28 day compressive strength prior to being shipped to the project site.

PART 3 – EXECUTION

3.1 EXCAVATION AND INSTALLATION

A. Excavate in accordance with the requirements of Section 02316 – Structural Excavating and Backfilling.
B. Install as shown on the Plans or in accordance with the requirements of Section 02631 – Storm Sewers and Outfalls.

END OF SECTION

SECTION 02631
STORM SEWERS AND OUTFALLS

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes installation and testing requirements for storm sewers, manholes, outfalls and appurtenances.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 REFERENCE

A. AASHTO Section 30 – Thermoplastic Pipe.

1.4 SUBMITTALS

A. Refer to Section 01330 – Submittal Procedures.
B. Submit manufacturer's literature for product specifications including materials, sizes, flow carrying capacity and installation procedures.

1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Comply with the manufacturer's recommendations.
B. Handle pipe, box, precast manholes, fittings and accessories carefully with approved handling devices. Materials cracked, gouged, chipped, dented or otherwise damaged will be considered nonconforming.
C. Store pipe, box, precast manholes and fittings on heavy timbers or platforms to avoid contact with the ground.
D. Unload pipe and box, precast manholes, fittings and accessories as close as practical to the location of installation to avoid unnecessary handling.
E. Keep interiors of pipe, box, precast manholes and fittings free of dirt and foreign matter.

PART 2 – PRODUCTS

2.1 PIPE AND BOX

A. Reinforced Concrete Pipe: Refer to Section 02611 – Reinforced Concrete Pipe.
B. Precast Reinforced Concrete Box Sewers: Refer to Section 02612 – Precast Reinforced Concrete Box.
C. Polypropylene Corrugated Wall Pipe: Refer to Section 02510 Polypropylene (HPP) Corrugated Wall Pipe
D. Concrete Manholes: Refer to Section 02630 – Concrete Manholes.
E. Fiberglass Manholes: Refer to Section 02083- Fiberglass Manholes.
F. Precast Polymer Concrete Manhole: Refer to Section 02088 - Precast Polymer Concrete Manhole

2.2 BEDDING, BACKFILL AND TOPSOIL

A. Bedding and Backfill Material: Refer to Section 02316 – Structural Excavating and Backfilling.
B. Cement Stabilized Sand: Refer to Section 02321 – Cement Stabilized Sand.
C. Topsoil: Refer to Section 02911 – Topsoil.

PART 3 – EXECUTION

3.1 EXCAVATING AND BACKFILLING

A. Earthwork: Refer to Section 02316 – Structural Excavating and Backfilling or as shown on Plans.
B. Lines and Grade: Establish proper line and grade in trenches.
C. When trench bottom is unstable, remove unstable soils and replace with satisfactory material as directed by the Engineer compacted to match adjacent stable soil or as directed by the Engineer.

3.2 PIPE AND BOX INSTALLATION AND BACKFILLING

A. Install in accordance with the manufacturer's recommendations and as specified in this Section.
B. Install pipe and box only after excavation is completed, the bottom of the trench is shaped, bedding material is installed and all are approved by the Engineer.
C. Install pipe and box to the line and grade indicated on the Plans. Place pipe and box so that they have continuous bearing of barrel-bottom on bedding material and the pipe is laid in the trench so the interior surfaces of the pipe follow the grades and alignments indicated.
D. Use Cement Stabilized Sand for backfill for storm sewers being constructed under roadway pavement construction as shown on the

Plans.

3.3 MANHOLE INSTALLATION AND BACKFILLING

A. Cast-in-place Concrete Manholes.
   1. Construct manholes to dimensions shown on the Plans. Commence construction as soon as possible after pipes are laid. On monolithic sewers, construct manholes at same time sewer is being constructed.
   2. Cast manhole foundations and walls monolithically. A cold joint with approved waterstop will be allowed when the manhole flow line depth exceeds 12 feet. No other joints will be allowed unless shown on the Plans or approved by Engineer.
   3. Refer to Section 03310 – Concrete to place, finish and cure concrete for manholes.
   4. The walls for brick manholes shall be a minimum of 8 inches thick.

B. Precast Concrete Manholes.
   1. Place precast base on 12 inch thick (minimum) foundation of cement stabilized sand. Refer to Section 02321 – Cement Stabilized Sand.
   2. Precast Manhole Sections.
      a. Install sections, joints and gaskets in accordance with manufacturer's instructions.
      b. Install precast adjustment rings above tops of cones or flat-top sections as required to adjust finished elevation and to support manhole frame.
      c. Seal any lifting holes with nonshrink grout.
      d. Place at least two precast concrete grade rings with thickness of 12 inches or less under casting.

C. Fiberglass Manholes
   1. General: The manhole installation should strictly follow the manufacturers recommended installation procedures.
      a. To Install the Fiberglass Manhole: Fiberglass manholes must be installed according to the latest edition of Containment Solution's Fiberglass Manhole Installation Instructions". In addition to these instructions, local codes may apply and should be consulted as applicable in manhole installation. Correct manhole installation requires proper concrete foundation, good backfill and proper handling to prevent manhole damage and insure long-term corrosion resistant service.
   2. B. General Installation Outline: Containment Solution's complete Manhole installation instructions must be consulted before actual installation is performed.
      a. Prepare Excavation/Make Manhole Pipe Cut-Outs for stubout connections: Prepare excavation in a normal manner. Excavation at manhole location should be at least wide enough to accommodate the slab specified and to provide working room around manhole. Insure the depth of manhole is sufficient to

allow at least one course of brick or one concrete ring for adjustment of ring and cover at top of final grade. Pipe cut-outs at the flowline are made in manhole prior to setting manhole in place over pipe in trench. Quarter marks have been provided on barrel to facilitate alignment of cut-outs.

b. Pour Concrete Base: Concrete slab base should be a minimum of 6" thick for up to 48" diameter manholes (8" for larger diameter manholes). Concrete slab should extend a minimum of 12" beyond manhole outside wall for manholes up to 20' in depth (24" up to 35' in depth).

c. Set Manhole: To lift manhole, insert an appropriately sized timber or steel beam, 8" longer than the cone top opening, crosswise inside the manhole to the underside of the collar with a rope or chain attached to backhoe or other lifting device. Lower manhole into wet concrete base to a minimum depth of 4". Minimum 2" thick concrete bearing surface beneath bottom edge of the manhole is required. Plumb manhole using standard bubble level and by moving manhole with hands. Work concrete around manhole base and 6-inch minimum over incoming lines. Inverts and laterals are made following standard procedures.

d. Backfill: Backfilling is done just as soon as the concrete base has hardened enough to provide sufficient support for manhole and fill. Native soil (or sand, in unstable areas), free of large stones, debris, or concrete chunks may be used for backfill. Backfill should be place evenly around manhole in 12" maximum lifts and should thoroughly tamped to 90% standard proctor density before the next layer is installed. Backfill material shall be subject to approval by the engineer.

e. Bring to Grade: Construct chimney on flat shoulder of manhole using precast concrete rings.

D. Pipe Connections at Manholes.

1. Grout storm sewer connections to manhole unless otherwise shown on Plans. Grout pipe penetration in place on both inside and outside of manhole.

E. Inverts for Storm Sewers.

1. Construct invert channels to provide smooth flow transition waterway with no disruption of flow at pipe-manhole connections. Conform to the following criteria:

   a. Slope of invert bench: 1 inch per foot minimum; 1.5 inches per foot maximum.

   b. Depth of bench to invert:

      (1) Pipes smaller than 15 inches: one-half of largest pipe diameter.

      (2) Pipes 15 to 24 inches: three-fourths of largest pipe diameter.

      (3) Pipes larger than 24 inches: equal to largest pipe diameter.

   c. Invert slope through manhole: 0.10 foot drop across manhole with smooth transition of invert through manhole unless

otherwise shown on Plans.

2. Form invert channels with structural concrete if not integral with manhole base section. Provide curves for side inlets and smooth invert fillets for flow transition between pipe inverts. Refer to Section 03310 – Concrete.

F. Manhole Frame and Adjustment Rings.

1. Combine precast concrete or HDPE adjustment rings so elevation of installed casting cover matches pavement surface. Seal between concrete adjustment ring and precast top section with nonshrink grout; do not use mortar between adjustment rings. Apply latex-based bonding agent to precast concrete surfaces joined with nonshrink grout. Set cast iron frame on adjustment ring in bed of approved sealant material. Install sealant bed consisting of two beads of sealant, each bead at least 0.5 inch high and 0.5 inch wide.
2. For manholes in unpaved areas, set top ring of frame a minimum of 6 inches above existing ground unless shown otherwise on Plans. In unpaved areas, encase manhole frame in mortar or nonshrink grout placed flush with face of manhole ring and top edge of frame. Provide rounded corner around perimeter.

G. Where rigid joints are used for connecting existing sewers to the manhole, backfill under the existing sewer up to the springline of the pipe with non- structural concrete or flowable fill.

H. In unpaved areas, provide positive drainage away from manhole frame to natural grade.

3.4 APPURTENANCES INSTALLATION

A. Construct manholes and install frames, grates, rings and covers. Refer to Section 02630 – Concrete Manholes.

B. Plaster brick inlets with 1/2 inch mortar on the inside. The walls for brick inlets shall be a minimum of 8 inches thick.

C. Provide forms for both the outside and inside faces of concrete inlet walls. If the material excavated for the inlet can be hand trimmed to a smooth vertical face, the outside forms may be omitted with approval of Engineer.

D. Connect inlet leads to the inlet.

E. Cut off inlet leads neatly at the inside face of inlet wall. Point up with mortar.

F. When the box section of the inlet has been completed, shape the floor of the inlet to drain.

G. Finish concrete surfaces. Refer to Section 03310 – Concrete.

3.5 PROTECTION

A. Protect manholes, pipes and boxes from damage during construction. Repair or replace damaged materials at no cost to the District as directed by the Engineer.

3.6 DISPOSAL

A. Refer to Section 02120 – Material Disposal.

END OF SECTION

SECTION 02633
PRECAST CONCRETE INLETS, HEADWALLS, AND WINGWALL

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Precast concrete inlets for storm or sanitary sewers, including cast iron frame and plate or grate.
B. Precast concrete headwalls and wingwalls for storm sewers.
C. Precast junction box with lid or grate top.

1.2 MEASUREMENT AND PAYMENT

A. Measurement and payment is as noted on the Unit Price Schedule.
B. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 REFERENCES

A. ASTM C 76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.

1.4 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.
B. Submit shop drawings for approval of design and construction details for precast concrete inlets, junction box headwalls, and wingwalls. Precast units differing from standard designs shown on Drawings will be rejected unless shop drawing submittals are approved. Clearly show proposed substitution is equal or superior in every aspect to standard designs.
C. Submit manufacturers' data and details for frames, grates, rings, and covers.

1.5 STORAGE AND SHIPMENT

A. Store precast units on level blocking. Do not place loads until design strength is reached. Shipment of acceptable units may be made when 28-day strength requirements have been met.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Concrete: Provide concrete for precast machine-made units meeting requirements of ASTM C 76 regarding reinforced concrete, cement, aggregate, mixture, and concrete test. Minimum 28-day compressive

strength shall be 4000 psi.

B. Reinforcing Steel: Place reinforcing steel to conform to details shown on Drawings and as follows:
   1. Provide positive means for holding steel cages in place throughout production of concrete units. Maximum variation in reinforcement position is plus or minus 10 percent of wall thickness or plus or minus 1/2 inch, whichever is less. Regardless of variation, maintain minimum cover of concrete over reinforcement as shown on Drawings.
   2. Welding of reinforcing steel is not permitted unless noted on Drawings.
C. Miscellaneous Metal: Cast-iron frames and plates conforming to requirements of Section 02090 - Frames, Grates, Rings, and Covers.

2.2 SOURCE QUALITY CONTROL

A. Tolerances: Allowable casting tolerances for concrete units are plus or minus 1/4 inch from dimensions shown on Drawings. Concrete thickness in excess of that required will not constitute cause for rejection provided that excess thickness does not interfere with proper jointing operations.
B. Precast Unit Identification: Mark date of manufacture and name or trademark of manufacturer clearly on inside of inlet, headwall, or wingwall.
C. Rejection: Precast units rejected for non-conformity with these specifications and for following reasons:
   1. Fractures or cracks passing through shell, except for single end crack that does not exceed depth of joint.
   2. Surface defects indicating honeycombed or open texture.
   3. Damaged or misshaped ends, where damage would prevent making satisfactory joint.
D. Replacement: Immediately remove rejected units from Work site and replace with acceptable units.
E. Repairs: Occasional imperfections resulting from manufacture or accidental damage may be repaired if, in opinion of the Engineer, repaired units conform to requirements of these specifications.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify lines and grades are correct.
B. Verify compacted subgrade will support loads imposed by inlets.

3.2 INSTALLATION

A. Install units complete in place to dimensions, lines, and grades as shown on Drawings.
B. Excavate in accordance with requirements of Section 02317 - Excavation and Backfill for Utilities.
C. Bed precast concrete units on foundations of firm, stable material shaped

to conform to shape of unit bases.

D. Provide adequate means to lift and place concrete units.

3.3 FINISHES

A. Use hydraulic cement to seal joints, fill lifting holes and as otherwise required.

B. When box section of inlet has been completed, shape floor of inlet with mortar to conform to Drawing details.

C. Adjust cast iron inlet plate frames to line, grade, and slope shown on Drawings. Grout frame in place with mortar.

3.4 INLET WATERTIGHTNESS

A. Verify that inlets are free of leaks. Repair leaks in approved manner.

3.5 CONNECTIONS

A. Connect storm sewer leads to inlets as shown on Drawings. Seal connections inside and outside with hydraulic cement. Make connections watertight.

3.6 BACKFILL

A. Backfill area of excavation surrounding each completed inlet, headwall, or wingwall according to requirements of Section 02317 - Excavation and Backfill for Utilities.

END OF SECTION

SECTION 02714
FLEXIBLE BASE

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Foundation course of crushed concrete or stone.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 REFERENCES

A. ASTM D 1556 - Density of Soil in Place by the Sand-Cone Method.
B. ASTM D 698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12.44 ft-lbf/ft3).
C. ASTM D 2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
D. ASTM D 361 - Test Method for Water Content of Soils and Rock in Place by Nuclear Methods (shallow depth).
E. ASTM D 3017 - Test Method for Water Content of Soils and Rock in Place by Nuclear Methods.
F. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
G. TxDOT Tex-101-E - Preparation of Soil and Flexible Base Materials for Testing.
H. TxDOT Tex-110-E - Determination of Particle Size Analysis of Soils.

1.4 SUBMITTALS

A. Submittals shall conform to requirements of Section 01330 - Submittals Procedures.
B. Submit samples of flexible base course and soil binder for testing.

1.5 TESTS

A. Tests and analysis of soil materials will be performed in accordance with

ASTM C 131, ASTM D 698, ASTM D 4318, Tex-101-E, and Tex-110-E.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Provide materials from stockpiles that are protected during storage from contaminates that would be detrimental to the flexible base course.
B. Load materials from same area of stockpile to maintain uniformity of each successive delivery to the project site.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Crushed Stone or Concrete: Material retained on the No. 40 sieve meeting the following requirements:
   1. Durable particles of crusher-run broken limestone, crushed concrete, crushed sandstone, or granite obtained from an approved source.
B. Soil Binder: Material passing the No. 40 sieve meeting the following requirements when tested in accordance with ASTM D 4318:
   1. Maximum Liquid Limit: 40
   2. Maximum Plasticity Index: 12
   3. Maximum Lineal Shrinkage: 7 (when calculated from volumetric shrinkage at liquid limit).
C. Mixed Materials shall meet the following requirements:
   1. Minimum compressive strength of 35 psi at 0 psi lateral pressure and 175 psi at 15 psi lateral pressure using triaxial testing procedures.
   2. Grading in accordance with Tex-101-E and Tex-110-E within the following limits:

Property	Test Method	Grade 1–2	Grade 3	Grade 4[2]	Grade 5
Sampling	Tex-400-A				
Master gradation sieve size (cumulative % retained)	Tex-110-E				
2-1/2"		0	0	As shown on the plans	0
1-3/4"		0–10	0–10		0–5
7/8"		10–35	–		10–35
3/8"		30–65	–		35–65
#4		45–75	45–75		45–75
#40		65–90	50–85		70–90
Liquid Limit, % Max	Tex-104-E	40	40	As shown on the plans	35
Plasticity Index, Max[1]	Tex-106-E	10	12	As shown on the plans	10
Plasticity index, Min[1]		As shown on the plans	As shown on the plans	As shown on the plans	As shown on the plans
Wet ball mill, % Max	Tex-116-E	40	–	As shown on the plans	40
Wet ball mill, % Max increase passing the #40 sieve		20	–	As shown on the plans	20
Min compressive strength, psi	Tex-117-E			As shown on the plans	
lateral pressure 0 psi		35	–		–
lateral pressure 3 psi		–	–		90
lateral pressure 15 psi		175	–		175

1. Determine plastic index in accordance with Tex-107-E (linear shrinkage) when liquid limit is unattainable as defined in Tex-104-E.
2. Grade 4 may be further designated as Grade 4A, Grade 4B, etc.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify compacted subgrade is ready to support imposed loads.
B. Verify lines and grades are correct.

3.2 PREPARATION

A. Complete backfill of new utilities below future grade.
B. Prepare subgrade in accordance with requirements of Section 02315 - Roadway Excavation or Sections 02336 - Lime Stabilized Subgrade and 02337 - Lime/Fly-ash Stabilized Subgrade.
C. Correct subgrade deviations in excess of plus or minus 1/2 inch in cross section, or in 16-foot length by loosening, adding or removing material, reshaping and recompacting by sprinkling and rolling.
D. Prepare sufficient subgrade in advance of base course operations.

3.3 PLACEMENT

A. Spread and shape in lifts to compacted thickness not to exceed 6 inches in depth. Complete spreading, shaping, and compacting on same day material is deposited.
B. Place base so that projecting reinforcing steel from curbs remain at approximate center of base. Secure a firm bond between reinforcement and base.
C. Start rolling operations as soon as possible after placement. Use sheep foot, steel, or pneumatic rollers as approved. Roll longitudinally with subgrade starting from sides. Overlap successive strips by one-half width of each rear wheel.
D. Maintain moisture between optimum and 3 percent above optimum moisture.
E. Compact to 95 percent of Proctor density in accordance with ASTM D 698, unless otherwise indicated on the Drawings.
F. Finish to grade and compact lift before placing successive lift.
G. Maintain shape by grading throughout operation.
H. Provide total thickness indicated on Drawings.

3.4 TOLERANCES

A. Completed surface shall be smooth and conform to typical section and established lines and grades.

3.5 FIELD QUALITY CONTROL

A. Testing will be performed.
B. Compaction Testing will be performed in accordance with ASTM D 698 or

ASTM D 2922 and ASTM 3017 at a random location near each depth determination core. Rework and recompact areas that do not conform to compaction requirements.

3.6 PROTECTION

A. Sprinkle to prevent excessive loss of moisture.
B. Restrict construction traffic on finished base to equipment required to complete the work.

END OF SECTION

SECTION 02741
ASPHALTIC CONCRETE PAVEMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Surface course of compacted mixture of coarse and fine aggregates and asphaltic binder.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 REFERENCES

A. ASTM C 33 - Standard Specification for Concrete Aggregates.
B. ASTM C 131 - Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
C. TxDOT Tex-106-E - Calculating the Plasticity Index of Soils
D. TxDOT Tex-126-E - Molding, Testing, and Evaluating Bituminous Black Base Material.
E. TxDOT Tex-200-F - Sieve Analysis of Fine and Coarse Aggregates.
F. TxDOT Tex-203-F - Sand Equivalent Test.
G. TxDOT Tex-204-F - Design of Bituminous Mixtures.
H. TxDOT Tex 206-F - Compacting Test Specimens of Bituminous Mixtures.
I. TxDOT Tex-207-F - Determining Density of Compacted Bituminous Mixtures.
J. J TxDOT Tex-208-F - Test for Stabilometer Value of Bituminous Mixtures.
K. TxDOT Tex-217-F - Determining Deleterious Material and Decantation Test for Coarse Aggregates.
L. TxDOT Tex-227-F - Theoretical Maximum Specific Gravity of Bituminous Mixtures.
M. TxDOT Tex-530-C - Effect of Water on Bituminous Paving Mixtures.
N. TxDOT Tex-531-C - Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens.

1.4 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.
B. Submit certificates that asphalt materials and aggregates meet requirements.
C. Submit proposed design mix and test data for surface course.
D. Submit manufacturer's description and characteristics of spreading and finishing machine for approval.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Coarse Aggregate:
   1. Use gravel, crushed stone, or combination thereof, that is retained on No. 10 sieve, uniform in quality throughout and free from dirt, organic or other injurious matter occurring either free or as coating on aggregate. Use aggregate conforming to ASTM C 33 except for gradation. Furnish rock or gravel with Los Angeles abrasion loss not to exceed 40 percent by weight when tested in accordance with ASTM C 131.
   2. Aggregate by weight shall not contain more than 1.0 percent by weight of fine dust, clay- like particles, or silt when tested in accordance with Tex-217-F, Part II.

B. Fine Aggregate: Sand, stone screenings or combination of both passing No. 10 sieve. Use aggregate conforming to ASTM C 33 except for gradation. Use sand composed of sound, durable stone particles free from loams or other injurious foreign matter. Furnish screenings of same or similar material as specified for coarse aggregate. Plasticity index of that part of fine aggregate passing No. 40 sieve shall be not more than 6 when tested by TxDOT Tex- 106-E. Sand equivalent shall have minimum value of 45 when tested by TxDOT Tex-203-F.

C. Composite Aggregate: Conform to following limits when graded in accordance with TxDOT Tex-200-F. Use type specified on Drawings:

GRADATION OF COMPOSITE AGGREGATE		
SIEVE SIZE	PERCENT PASSING	
	Course Surface (TxDOT Type C)	Fine Surface (TxDOT Type D)
-	-	-
3/4 "	95 to 100	-
1/2"	-	98.0-100.0
3/8"	70.0-85.0	85.0-100.0
#4	43 to 63	50.0 to 70.0
#8	32.0-44.0	35.0-46.0

#30	14.0-28.0	15.0-29.0
# 50	7.0-21.0	7.0-20.0
#200	2.0-7.0	2.0-7.0
VMA % minimum	14.0	15.0
* 2 to 8 when Test Method Tex-200-F, Part II (Washed Sieve Analysis) is used.		

D. Asphalt Binder: Moisture-free homogeneous material which will not foam when heated to 347 F, meeting the following requirements.

PERFORMANCE GRADED BINDER	
CRITERIA / TEST	**PERFORMANCE GRADE (PG64-22)**
Average 7-day Maximum Pavement Design Temperature, C	< 64
Minimum Pavement Design Temperature, C	> -22
ORIGINAL BINDER	
Flash Point Temperature, T48; Minimum C	230
Viscosity, ASTM D 4402; Maximum, 3Pa*s (3000 cP) Test Temperature, C	135
Dynamic Shear, TP5; G*/sin[ ], Minimum, 1.00 kPa Test Temperature @ 10 rad/sec., C	64
ROLLING THIN FILM OVEN (T240) OR THIN FILM OVEN (T179) RESIDUE	
Mass Loss, Maximum , %	1.00
Dynamic Shear, TP5; G*/sin [ ], Minimum, 2.20 kPa Test Temperature @ 10 rad/sec., C	64
PRESSURE AGING VESSEL RESIDUE (PP1)	
PAV Aging Temperature, C	100
Dynamic Shear, TP5; G*/sin [ ], Minimum, 5000 kPa Test Temperature @ 10 rad/sec., C	25
Physical hardening	Report
Creep Stiffness, TP1; S, Maximum, 300 Mpa -value, Minimum, 0.300 Test Temperature @ 60 sec., C	-12
Direct Tension, TP3; Failure Strain, Minimum, 1.0% Test Temperature @ 1.0 mm/min, C	-12

E. Anti-stripping Agent:

1. Evaluate mixture of aggregate, asphalt, and additives proposed for use for moisture susceptibility and requirement for anti-stripping agents. To substantiate mix design, produce and test trial mixtures using proposed project materials and equipment prior to placement. Test for susceptibility to moisture and trial mixture may be waived by the

Engineer when similar designs using same material have previously proven satisfactory.

2. Liquid Anti-stripping Agent. Use anti-stripping agent with uniform liquid with no evidence of crystallization, settling, or separation of components. Submit sample of anti- stripping agent proposed for use and manufacturer's product data, including recommended dosage range, handling and storage, and application instructions.

2.2 EQUIPMENT

A. Mixing Plant: Weight-batching or drum mix plant with capacity for producing continuous mixtures meeting specifications. With exception of a drum mix plant, plant shall have satisfactory conveyors, power units, aggregate handling equipment, hot aggregate screens and bins, and dust collectors.

B. Provide equipment to supply materials adequately in accordance with rated capacity of plant and produce finished material within specified tolerances. Following equipment is essential:
   1. Cold aggregate bins and proportioning device
   2. Dryer
   3. Screens
   4. Aggregate weight box and batching scales
   5. Mixer
   6. Asphalt storage and heating devices
   7. Asphalt measuring devices
   8. Truck scales

C. Bins: Separate aggregate into minimum of four bins to produce consistently uniform grading and asphalt content in completed mix. Provide one cold feed bin per stockpile.

2.3 MIXES

A. Employ certified testing laboratory to prepare design mixes. Test in accordance with TxDOT Tex-126-E or Tex-204-F, Tex-206-F, Tex-208-F, Tex-530-C and Tex-531-C.

B. Density, Stability and Air Void Requirements:

Percent Density		Percent	HVEEM Stability Percent
Min	**Max.**	**Optimum**	**Not Less Than**
94.5	97.5	96	35

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify compacted base course is ready to support imposed loads.

B. Verify lines and grades are correct.

3.2 PREPARATION

A. Tack Coat: Conform to requirements of Section 02743 - Tack Coat. Where mixture will adhere to surface on which it is to be placed without use of tack coat, tack coat may be eliminated when approved by the Engineer.
B. Prepare subgrade in accordance with requirements of Section 02711 - Hot Mix Asphalt Base Course, Section 02712 - Cement Stabilized Base Course, or Section 02713 - Recycled Crushed Concrete Base Course.
C. Prepare subgrade in advance of asphalt concrete paving operation.
D. Perform pavement repair and resurfacing as indicated in Section 02951 - Pavement Repair and Resurfacing.
E. Do not use cutback asphalt.
F. Milling of pavement for speed humps: Mill pavement (concrete or asphalt) to depth of one inch and width between 18 and 24 inches around entire perimeter of proposed hump, as shown in detail for speed hump design.

3.3 PLACEMENT

A. Do not place asphalt pavement less than 2 inches thick when surface temperature taken in shade and away from artificial heat is below 50 F and falling. Asphalt may be placed when temperature is above 40 F and rising.
B. Haul prepared and heated asphaltic concrete mixture to project in tight vehicles previously cleaned of foreign material. Mixture temperature shall be between 250 F and 325 F when laid.
C. Spread material into place with approved mechanical spreading and finishing machine of screening or tamping type.
D. Surface Course Material: Surface course 2 inches or less in thickness may be spread in one lift. Spread lifts in such a manner that, when compacted, finished course will be smooth, of uniform density, and will be to section, line and grade as shown. Place construction joints on surface courses to coincide with lane lines or as directed by the Engineer.
E. Joints: Pass roller over unprotected ends of freshly laid mixture only when mixture has cooled. When work is resumed, cut back laid material to produce slightly beveled edge for full thickness of course. Remove old material which has been cut away and lay new mix against fresh cut.
F. When new asphalt is laid against existing or old asphalt, saw cut existing or old asphalt to full depth to provide straight smooth joint.
G. In smaller restricted areas where use of paver is impractical spread material by hand. Compact asphalt by mechanical means. Carefully place materials to avoid segregation of mix. Do not broadcast material. Remove lumps that do not break down readily.

3.4 COMPACTION

A. Construct test strip to identify correct type, number, and sequence of rollers necessary to obtain specified in-place density or air-voids when directed by the Engineer. Prepare test strip at least 1,000 feet in length, comparable to

placement and compaction conditions for Project.

B. Begin rolling while pavement is still hot and as soon as it will bear roller without shoving, displacement or hair cracking. Keep wheels properly moistened with water to prevent adhesion of surface mixture. Do not use excessive water or petroleum by-products.
C. Compact surface thoroughly and uniformly, first with power-driven, 3-wheel, or tandem rollers weighing a minimum of 8 tons. Obtain subsequent compression by starting at side and rolling longitudinally toward center of pavement, overlapping on successive trips by at least one-half width of rear wheels. Make alternate trips slightly different in length. Continue rolling until no further compression can be obtained and rolling marks are eliminated. Complete rolling before mat temperature drops below 185 F.
D. Use tandem roller for final rolling. Double coverage with approved pneumatic roller on asphaltic concrete surface is acceptable after flat wheel and tandem rolling has been completed.
E. Along walls, curbs, headers and similar structures, and in locations not accessible to rollers, compact mixture thoroughly with lightly oiled tamps.
F. Compact binder course and surface course to a minimum density of 91 percent of maximum possible density of voidless mixture composed of same materials in like proportions.

3.5 TOLERANCES

A. Furnish templates for checking surface in finished sections. Maximum deflection of templates, when supported at center, shall not exceed 1/8 inch.
B. Completed surface, when tested with 10-foot straightedge laid parallel to center line of pavement, shall show no deviation in excess of 1/8 inch in 10 feet. Correct surface not meeting this requirement.
C. Dimensions of speed humps shall conform to details for speed hump design and speed hump height tolerances.

3.6 QUALITY CONTROL

A. Testing will be performed.
B. For in-place depth and density, take minimum of one core at random locations for each 1000 feet of single lane pavement. On a 2-lane pavement, take samples at random every 500 feet from alternating lanes. Take cores for parking lots every 500 square yards of base to determine in-place depth and density. If cul-de sac or streets are less than 500 feet, minimum of 2 cores (one per lane) will be procured. On small projects, take a minimum of two cores for each day's placement. For first days placement and prior to coring, minimum of 5 nuclear gauge readings will be performed at each core location to establish correlation between nuclear gauge (wet density reading) and core (bulk density). This process will continue for each day's placement until engineer determines that a good bias has been established for that nuclear gauge.

C. Determine in-place density in accordance with TxDOT Tex-207-F and Tex-227-F from cores or sections. Other methods of determining in-place density, which correlate satisfactorily with results obtained from roadway specimens, may be used when approved by the Engineer. Average densities for each street placed in a single day to determine compliance.
D. Contractor may request three additional cores in vicinity of cores indicating nonconforming in-place depths or density at no additional cost to the District. In-place depth and density at these locations shall be average of four cores.
E. Fill cores and density test sections with new compacted asphaltic concrete.
F. Speed humps: Measure dimensions of completed speed hump, before applying pavement markings, at locations shown on Speed Hump Height Measurement Worksheet. Complete one worksheet for each speed hump, and send completed worksheets the Engineer.

3.7 NONCONFORMING PAVEMENT

A. Recompact and retest nonconforming street sections not meeting surface test requirements or having unacceptable surface texture. Patch asphalt pavement sections in accordance with procedures established by Asphalt Institute. Retesting is at no cost to the District.
B. Remove and replace areas of asphalt surface found deficient in thickness by more than 10 percent. Use new asphaltic surface of thickness shown on Drawings. Remove and replace areas of asphalt surface found deficient in average density.
C. Replace speed humps which do not conform to requirements of details, or which are rejected by the Engineer.

3.8 PROTECTION

A. Do not open pavement to traffic until completion of rolling and temperature has cooled to set asphaltic concrete surface, or as shown on Drawings.
B. Maintain asphalt pavement in good condition until completion of Work.
C. Repair defects immediately by replacing asphalt pavement to full depth.

3.9 PAVEMENT MARKINGS FOR SPEED HUMPS

A. Apply pavement markings to speed humps in conformance with dimensions shown on detail for speed hump design.

END OF SECTION

SECTION 02742
PRIME COAT

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Prime coat for asphalt concrete paving

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.
B. Submit product data for proposed prime coat.
C. Submit report of recent calibration of distributor.

PART 2 - PRODUCTS

2.1 CUTBACK ASPHALT

A. Provide moisture-free homogeneous material which will not foam when heated to 347 degrees F and which meets following requirements:
B. Asphalt material for prime coat shall be MC-30 or MC-70 and shall meet following requirements:

PROPERTIES	TYPE - GRADE			
	MC-30		MC-70	
	MIN.	MAX.	MIN.	MAX.
Water, Percent	---	0.2	---	0.2
Flash Point, T.O.C., □F	100	---	100	---
Kinematic Viscosity at 140□F, cst	30	60	70	140

1. Distillate shall be as follows, expressed as percent by volume of total distillate to 680 degrees F:

TEMPERATURE	TYPE-GRADE			
	MC-30		MC-70	
	MIN.	MAX.	MIN.	MAX.
to 437□F	---	25	---	20
to 500□F	40	70	20	60
to 600□F	75	93	65	90
Residue from 680□F Distillation, Volume, Percent	50	---	55	---

2. Tests on Distillation Residue:

TEST	TYPE-GRADE			
	MC-30		MC-70	
	MIN.	MAX.	MIN.	MAX.
Penetration at 77□F, 100g, 5 sec.	120	250	120	250
Ductility at 77□F, 5 cm/min. cms	100*	---	100*	---
Solubility in Trichloroethylene, %	99	---	99	---
Spot Test	All Negative			

* If penetration of residue is more than 200 and ductility at 77 degrees F is less than 100 cm, material will be acceptable when its ductility at 60 degrees F is more than 100.

2.2 EMULSIFIED PETROLEUM RESIN

A. EPR-1 Prime: Slow curing emulsion of petroleum resin and asphalt cement conforming to following requirements:

PROPERTIES	MIN.	MAX.
Fural Viscosity at 77□F, Sec	14	40
Residue by Evaporation, % by Weight	60	-
Sieve Test, %	-	0.1
Particle Charge Test	Positive	
Tests on Distillation Residue:		
Flash Point, COC (F)	400	-
Kinematic Viscosity @ 140 F (cst)	190	350

B. For use, EPR-1 may be diluted with water up to maximum three parts water to one-part EPR- 1 in order to achieve desired concentration of residual resin/asphalt to facilitate application.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify base is ready to support imposed loads.
B. Verify lines and grades are correct.

3.2 PREPARATION

A. Thoroughly clean base course surface of loose material by brooming prior to application of tack coat.
B. Prepare sufficient base in advance of paving for efficient operations.

3.3 APPLICATION, BASIC

A. Apply prime coat with approved type of self-propelled pressure distributor. Distribute prime coat evenly and smoothly under pressure necessary for proper distribution.
B. Keep storage tanks, piping, retorts, booster tanks, and distributors used in handling asphalt materials clean and in good operating condition. Conduct operations so asphalt material does not become contaminated.
C. If yield of asphaltic material appears to be in error, recalibrate distributor prior to continuing Work.
D. Maintain surface until Work is accepted by the Engineer.

3.4 APPLICATION, CUTBACK ASPHALT

A. Do not use cutback asphalt during period of April 16 through September 15.
B. Do not place prime coat when air temperature is below 60 degrees F and falling. Materials may be placed when air temperature taken in shade and away from artificial heat is above 50 degrees F and rising.
C. Distribute at rate of 0.25 to 0.35 gallons per square yard.
D. Equipment shall accurately determine temperature of asphaltic material in heating equipment and in distributor, for determining rate of application, and for obtaining uniformity at junction of two distributor loads. Maintain in accurate working order, including recording thermometer at storage heating unit.
E. Base temperature of application on temperature-viscosity relationship that will permit application of asphalt with viscosity of 100 to 125 centistokes. Maintain asphalt within 15 degrees F of temperature required to meet viscosity. Selected temperature shall be within following range.

Prime Coat Type	Minimum (EF)	Maximum (EF)
MC-30	70	150
MC-70	125	175

F. Do not allow temperature of MC-30 to exceed 175 degrees F.
G. Do not allow temperature of MC-70 to exceed 200 degrees F.

3.5 APPLICATION, EMULSIFIED PETROLEUM RESIN

A. Do not place prime coat when air temperature is below 36 degrees F and falling.
B. Distribute at rate of 0.15 to 0.25 gallons per square yard.

3.6 PROTECTION

A. Prevent traffic or placement of subsequent courses over freshly applied prime coat until authorized by the Engineer.

END OF SECTION

SECTION 02771
CURB, CURB AND GUTTER, AND HEADERS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Reinforced concrete curb, reinforced monolithic concrete curb and gutter, and mountable curb.
B. Paving headers and railroad headers poured monolithically with concrete base or pavement.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.
B. Submit details of proposed form work for approval.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Grout: Nonmetallic, non-shrink grout containing no chloride producing agents conforming to following requirements.
    1. Compressive strength
        a. at 7 days: 3500 psi
        b. at 28 days: 8000 psi
    2. Initial set time: 45 minutes
    3. Final set time: 1.5 hours
B. Mortar: Mortar finish composed of one-part Portland cement and 1 1/2 parts of fine aggregate. Use only when approved by the Engineer.

PART 3 - EXECUTION

3.1 PREPARATION

A. Prepare subgrade in accordance with applicable portions of sections on excavation and fill, embankment, and subgrade and roadbed.

3.2 PLACEMENT

A. Guideline: Set to follow top line of curb. Attach indicator to provide constant comparison between top of curb and guideline. Ensure flow lines for monolithic curb and gutters conform to slopes indicated on Drawings.
B. Forms: Brace to maintain position during pour. Use metal templates cut to section shown on Drawings.
C. Reinforcement: Secure in position so that steel will remain in place throughout placement. Reinforcing steel shall remain at approximate center of base or pavement as indicated on Drawings.
D. Joints: Place in accordance with Section 02752 - Concrete Pavement Joints. Place dummy groove joints at to match concrete pavement joints at right angles to curb lines. Cut dummy grooves 1/4-inch-deep using approved edging tool.
E. Place concrete in forms to required depth. Consolidate thoroughly. Do not permit rock pockets in form. Entirely cover top surfaces with mortar.

3.3 MANUAL FINISHING

A. After concrete is in place, remove front curb forms. Form exposed portions of curb, and of curb and gutter, using mule which conforms to curb shape, as shown on Drawings.
B. Thin coat of mortar may be worked into exposed face of curb using mule and two-handled wooden darby at least 3 feet long.
C. Before applying final finish move 10-foot straightedge across gutter and up curb to back form of curb. Repeat until curb and gutter are true to grade and section. Lap straightedge every 5 feet.
D. Steel trowel finish surfaces to smooth, even finish. Make face of finished curb true and straight.
E. Edge outer edge of gutter with 1/4-inch edger. Finish edges with tool having 1/4-inch radius.
F. Finish visible surfaces and edges of finished curb and gutter free from blemishes, form marks and tool marks. Finished curb or curb and gutter shall have uniform color, shape and appearance.

3.4 MECHANICAL FINISHING

A. Mechanical curb forming and finishing machines may be used instead of, or in conjunction with, previously described methods, when approved by the Engineer. Use of mechanical methods shall provide specified curb design and finish.

3.5 CURING

A. Immediately after finishing operations, cure exposed surfaces of curbs and gutters in accordance with Section 02753 - Concrete Pavement Curing.

3.6 TOLERANCES

A. Top surfaces of curb and gutter shall have uniform width and shall be free from humps, sags or other irregularities. Surfaces of curb top, curb face and gutter shall not vary more than 1/8 inch from edge of straightedge laid along them, except at grade changes.

3.7 PROTECTION

A. Maintain curbs and gutters in good condition until completion of Work.
B. Replace damaged curbs and gutters to comply with this Section.

END OF SECTION

SECTION 02775
CONCRETE SIDEWALKS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Reinforced concrete sidewalks.
B. Wheelchair ramps.
C. Reinforced slope paving.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 REFERENCES

A. ASTM C 31 - Standard Practice for Making and Curing Concrete Test Specimens in Field.
B. ASTM C 39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
C. ASTM C 42 - Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
D. ASTM C 138 - Standard Test Method for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete.
E. ASTM C 143 - Standard Test Method for Slump of Hydraulic Cement Concrete.
F. ASTM C 172 - Standard Practice for Sampling Freshly Mixed Concrete.
G. ASTM D 698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3).
H. Texas Accessibility Standards of Architectural Barriers Act, Article 9102, Texas Civil Statues.

1.4 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.
B. Submit certified testing results and certificates of compliance.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Forms: Use straight, unwarped wood or metal forms with nominal depth equal to or greater than proposed sidewalk thickness. The use of 2 inch by 4-inch lumber as forms will not be allowed.
B. Sand Bed: Conform to material requirements for bank run sand of Section 02320 - Utility Backfill Materials.
C. Sodding: Conform to material requirements for sodding of Section 02922 - Sodding.

PART 3 - EXECUTION

3.1 REPLACEMENT

A. Replace sidewalks and slope paving which are removed or damaged during construction with thickness and width equivalent to one removed or damaged, unless otherwise shown on Drawings. Finish surface (exposed aggregate, brick pavers, etc.) to match existing sidewalk.
B. Provide replaced and new sidewalks with wheelchair ramps when sidewalk intersects curb at street or driveway.

3.2 PREPARATION

A. Identify and protect utilities which are to remain.
B. Protect living trees, other plant growth, and features designated to remain.
C. Conduct clearing and grubbing operations in accordance with Section 02233 - Clearing and Grubbing.
D. Excavate subgrade 6 inches beyond outside lines of sidewalk. Shape to line, grade and cross section. For soils with plasticity index above 40 percent, stabilize soil with lime in accordance with Section 02336 – Lime-Stabilized Subgrade. Compact subgrade to minimum of 90 percent maximum dry density at optimum to 3 percent above optimum moisture content, as determined by ASTM D 698.
E. Immediately after subgrade is prepared, cover with compacted sand bed to depth as shown on Drawings. Lay concrete when sand is moist but not saturated.

3.3 PLACEMENT

A. Setting Forms: Straight, unwarped wood or metal forms with nominal depth equal to or greater than proposed sidewalk thickness. Use of 2 by 4's as forms will not be allowed. Securely stake forms to line and grade. Maintain position during concrete placement.
B. Reinforcement:

1. Install reinforcing bars.
2. Install reinforcing steel as shown on the drawings. Lay longitudinal bars in walk continuously, except through expansion joints.
3. Use sufficient number of chairs to support reinforcement in manner to maintain reinforcement in center of slab vertically during placement.
4. Drill dowels into existing paving, sidewalk and driveways, secure with epoxy, and provide headers as required.
5. Use sufficient number of chairs for steel reinforcement bars to maintain position of bars within allowable tolerances. Place reinforcement as shown on Drawings. In plane of steel parallel to nearest surface of concrete, bars shall not vary from plan placement by more than 1/12 of spacing between bars. In plane of steel perpendicular to nearest surface of concrete, bars shall not vary from plan placement by more than 1/4 inch.

C. Expansion Joints: Install expansion joints with load transfer.
D. Place concrete in forms to specified depth and tamp thoroughly with "jitterbug" tamp, or other acceptable method. Bring mortar to surface.
E. Strike off to smooth finish with wood strike board. Finish smoothly with wood hand float. Brush across sidewalk lightly with fine-haired brush.
F. Unless otherwise indicated on Drawings, mark off sidewalk joints 1/8-inch-deep, at spacing equal to width of walk. Use joint tool equal in width to edging tool.
G. Finish edges with tool having 1/4-inch radius.
H. After concrete has set sufficiently, refill space along sides of sidewalk to one-inch from top of walk with suitable material. Tamp until firm and solid, place sod as applicable. Dispose of excess material in accordance with Section 02120 - Waste Material Disposal. Repair driveways and parking lots damaged by sidewalk excavation.

3.4 CURING

A. Conform to requirements of Section 02753 - Concrete Pavement Curing.

3.5 FIELD QUALITY CONTROL

A. Testing will be performed
B. Compressive Strength Test Specimens: Four test specimens for compressive strength test will be made in accordance with ASTM C 31 for each 30 cubic yards or less of sidewalk that is placed in one day. Two specimens will be tested at 7 days. Remaining two specimens will be tested at 28 days. Specimens will be tested in accordance with ASTM C 39. Minimum compressive strength: 3000 psi at 7 days and 3500 psi at 28 days.
C. Yield test for cement content per cubic yard of concrete will be made in accordance with ASTM C 138. When cement content is found to be less than that specified per cubic yard, reduce batch weights until amount of cement per cubic yard of concrete conforms to requirements.

D. If the Contractor places concrete without notifying the laboratory, the Engineer will have the concrete tested by means of core test as specified in ASTM C 42. When concrete does not meet specification, cost of test will be deducted from payment.
E. Sampling of fresh concrete shall be in accordance with ASTM C 172.
F. Take slump tests when cylinders are made and when concrete slump appears excessive.
G. Concrete shall be acceptable when average of two 28-day compression tests is equal to or greater than minimum 28-day strength specified.
H. If either of two tests on field samples is less than average of two tests by more than 10 percent, that entire test shall be considered erratic and not indicative of concrete strength. Core samples will be required of in-place concrete in question.
I. If 28 day laboratory test indicates that concrete of low strength has been placed, test concrete in question by taking cores as directed by the Engineer. Take and test at least three representative cores as specified in ASTM C 42 and deduct cost from payment due.

3.6 NONCONFORMING CONCRETE

A. Remove and replace areas that fail compressive strength tests, with concrete of thickness shown on Drawings.
B. Replace nonconforming sections at no additional cost to the District.

3.7 PROTECTION

A. Maintain newly place concrete in good condition until completion of Work.
B. Replace damaged areas.

END OF SECTION

SECTION 02951
PAVEMENT REPAIR AND RESTORATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Repairing and replacing streets, highways, and other pavements that have been cut, broken, or damaged due to utility excavation.

1.2 MEASUREMENT AND PAYMENT

A. Where there is not a separate item listed on the Unit Price Schedule for work in this Section, no separate measurement and payment are made. Include cost for work under this Section in the related item listed on the Unit Price Schedule.
B. Where an item is listed on the Unit Price Schedule, Measurement and Payment is as noted on the Unit Price Schedule.
C. Refer to Section 01270 – Measurement and Payment for unit price procedures.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Subgrade:
   1. Provide backfill material as required by applicable excavation and fill sections (Sections 02315 through 02319) and Section 02330 - Embankment.
   2. Provide material for stabilization as required by applicable portions of Section 02336 - Lime Stabilized Subgrade, and Section 02338 - Portland Cement Stabilized Subgrade.
B. Base: Provide base material as required by applicable portions of Section 02711 - Hot Mix Asphaltic Base Course, Section 02712 - Cement Stabilized Base Course, and Section 02713 - Crushed Concrete Base Course.
C. Pavement: Provide paving materials as required by applicable portions of Section 02741 - Asphaltic Concrete Pavement, and Section 02771 - Curb, Curb and Gutter, and Headers, and Section 02775 - Concrete Sidewalks.

PART 3 - EXECUTION

3.1 PREPARATION

A. Notify the Engineer prior to commencement of excavation in pavement for which an Excavation in Public Way permits has been obtained. Follow

directions contained in the permit.

B. Saw cut pavement 18 inches wider than width of trench needed to install utilities unless otherwise indicated on Drawings.
C. When removing pavement to existing deformed metal strip (i.e. dummy joint), saw cut pavement minimum 2 inches deep on opposite side of deformed metal strip. Place saw joint far enough behind deformed metal strip to obtain continuously straight joint. Remove damaged portion of deformed metal strip as required to provide proper joint. Saw cut and remove metal strip before placement of new concrete pavement.
D. Protect edges of existing pavement to remain from damage during removals, utility placement, backfill, and paving operations. For concrete pavement, protect undisturbed subgrade that is to remain to support replacement slab.
E. Dowel in existing pavement where no reinforcement is found or is broken due to construction activities. Unless otherwise directed by the Engineer, provide No. 6 bars 24 inches long, drilled and embedded 8 inches into center of existing slab with 'PO-ROC' epoxy grout or approved equal. Space dowels to match new pavement reinforcement spacing.
F. Provide transitional paving and earthwork as required to tie proposed pavement to existing pavement when unable to dowel new pavement into existing pavement.

3.2 INSTALLATION

A. Parking Areas, Service Drives, Driveways, and Sidewalks: Replace with material equal to or better than existing or as indicated on Drawings. Conform to applicable requirements for Materials.
B. Street Pavements and Curbs, Curbs and Gutters: Replace subgrade, base, and surface course with like materials or as indicated on Drawings and HCDD No. 1 Standard Detail. Curbs and curbs and gutters shall match existing. Conform to requirements for Materials.
    1. For concrete pavement, install size and length of reinforcing steel and pavement thickness indicated on Drawings and HCDD No. 1 Standard Detail. Place types and spacing of joints to match existing or as indicated on Drawings.
    2. Where existing pavement consists of concrete pavement with asphaltic surfacing, resurface with minimum 2-inch depth asphaltic pavement.
    3. Repair state highway and county crossings in accordance with TxDOT permit or county requirements as appropriate and within 1 week after utility work is installed.

3.3 WASTE MATERIAL DISPOSAL

A. Dispose of waste material in accordance with requirements of Section 02120 - Waste Material Disposal.

3.4 PROTECTION

A. Maintain pavement in good condition until completion of Work.
B. Replace pavement damaged by Contractor's operations at no cost to the District.

END OF SECTION

SECTION 02970
CHAIN LINK FENCE

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnishing and erecting a chain link fence, in conformity with details, lines and grades as shown on the drawings.

1.2 MEASUREMENT AND PAYMENT

A. Measurement and payment is as noted on the Unit Price Schedule.
B. Refer to Section 01270 – Measurement and Payment for unit price procedures.

1.3 REFERENCES

A. ASTM A120 – Pipe, steel, black and hot-dipped zinc-coated (galvanized) welded and seamless, for ordinary uses.
B. ASTM A121 – Zinc coated (galvanized) steel barbed wire.
C. ASTM A123 – Zinc (hot galvanized) coating on products fabricated from rolled, pressed and forged steel shapes, plates, bars and strip.
D. ASTM A153 – Zinc coated steel chain link fence fabric.
E. ASTM A392 – Zinc coated steel chain link fence fabric.
F. ASTM A491 – Aluminum coated steel chain link fence fabric.
G. ASTM A570 – Hot-rolled carbon steel sheet and strip structural quality.
H. ASTM A572 - High-strength low-alloy columbium-vanadium steels of structural quality.
I. ASTM A585 – Aluminum-coated steel barbed wire.
J. ASTM B211 – Aluminum-alloy bar, rod, and wire.
K. ASTM B221 – Aluminum-alloy extruded bars, rods, wire shapes and tubes.
L. RR-F-191/1 – Federal Specification Fencing, Wire, Post, and Metal.
M. RR-F-191/3 – Federal Specification Fencing, Wire, Post, and Metal.
N. RR-F-191/4 – Federal Specification Fencing, Wire, Post, and Metal.

1.4 SUBMITTALS

A. Conform to requirements of Section 01330 - Submittal Procedures.

PART 2 - PRODUCTS

2.1 MATERIAL

A. The fabric shall be woven with a 9-gauge galvanized steel wire in a 2-inch mesh and shall meet the requirements of ASTM A392, Class II.
B. Barbed wire shall be 3-strand 12 1/2-gauge zinc-coated wire with 4-point barbs and shall conform to the requirements of ASTM A121, Class 3.
C. Posts, rails, and braces furnished for use in conjunction with zinc-coated steel fabric. Line posts, rails, and braces shall be galvanized steel pipe.
    1. Galvanized steel pipe shall conform to the requirements of ASTM A120, Schedule 40, except the hydrostatic testing requirement is waived. Galvanizing shall be in accordance with ASTM A123.
    2. The steel used in all structural shapes shall conform to the requirements of ASTM A 572, Grade 45, and shall be galvanized in accordance with the requirements of ASTM A123.
    3. Roll-formed sections shall be fabricated from material meeting the requirements of ASTM A570, grade 45, and shall be galvanized in accordance with the requirements of ASTM A123.
    4. The dimensions of the posts, rails, and braces shall be in accordance with the Standard Detail in the plans.
D. Gate frames shall consist of galvanized steel pipe and conform to the specifications for the same material under Section 2.03. The fabric shall be of the same type material as used in the fence.
E. Wire fabric ties, and tension wire for use in conjunction with a given type of fabric shall be of the same material identified with the fabric type. The tension wire shall be 7-gauge coiled spring wire coated similarly to the respective wire fabric being used.
F. Wire fabric ties shall be hog rings of galvanized steel wire not less than 9 gauge.
G. All material shall conform to Federal Specifications RR-F-191/4.
H. Miscellaneous steel fittings and hardware for use with zinc-coated or aluminum-coated steel fabric shall be of commercial grade steel or better quality, wrought of cast as appropriate to the article, and sufficient in strength to provide a balanced design when used in conjunction with fabric, posts, and wires of the quality specified herein. All steel fittings and hardware shall be protected with a zinc coating applied in conformance with ASTM A153. Miscellaneous aluminum fittings for use with aluminum alloy fabric shall be wrought or cast aluminum alloy. Barbed wire support arms shall withstand a load of 250 pounds (113 kg) applied vertically to the outermost end of the arm.
I. Concrete shall be of a commercial grade with a minimum 28-day compressive strength of 2,500 psi.
J. Each roll of fabric shall carry a tag showing the kind of base metal (steel, aluminum, or aluminum alloy number), kind of coating, the gauge of the wire, the length of fencing in the roll, and the name of the manufacturer. Posts,

wire, and other fittings shall be identified as to manufacturer, kind of base metal (steel, aluminum, or aluminum alloy number), and kind of coating.

PART 3 - EXECUTION

3.1 CLEARING FENCE LINE

A. All trees, brush, stumps, logs, and other debris which would interfere with the proper construction of the fence in the required location shall be removed a minimum width of 2 feet (0.6m) on each side of the fence centerline before starting fencing operations. The material removed and disposed of shall not constitute a pay item and shall be considered incidental to fence operations.

3.2 INSTALLING POSTS

A. All posts shall be set in concrete at the required dimension and depth and at the spacing shown on the plans.
B. The concrete shall be thoroughly compacted around the posts by tamping or vibrating and shall have a smooth finish slightly higher than the ground and sloped to drain away from the posts.
C. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within 7 days after the individual post footing is completed.
D. Should rock be encountered at a depth less than the planned footing depth, a hole 2 inches (50mm) larger than the greatest dimension of the posts shall be drilled to a depth of 12 inches (300mm). After the posts are set, the remainder of the drilled hole shall be filled with grout, composed of one part Portland cement and two parts mortar sand. Any remaining space above the rock shall be filled with concrete in the manner described above.
E. In lieu of drilling, the rock may be excavated to the required footing depth. No extra compensation shall be made for rock excavation.

3.3 INSTALLING TOP RAILS

A. The top rail shall be continuous and shall pass through the post tops. The coupling used to join the top rail lengths shall allow for expansion.

3.4 INSTALLING BRACES

A. Horizontal brace rails, with diagonal truss roads and turnbuckles, shall be installed at all terminal posts.

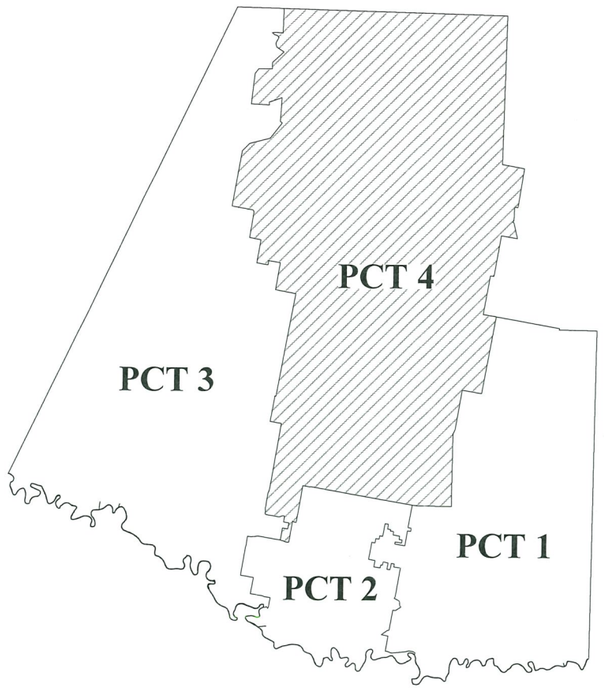
3.5 INSTALLING FABRIC

A. The wire fabric shall be firmly attached to the posts and braced in the manner shown on the plans. All wire shall be stretched taut and shall be installed to the required elevations. The fence shall generally follow the contour of the ground, with the bottom of the fence fabric no less than 1 inch (25mm) or more than 4 inches (100mm) from the ground surface. Grading shall be performed where necessary to provide a neat appearance.
B. At locations of small natural swales or drainage ditches and where it is not practical to have the fence conform to the general contour of the ground surface, longer posts may be used and multiple strands of barbed wire stretched thereon to span the opening below the fence. The vertical clearance between strands of barbed wire shall be 6 inches (150mm) or less.

3.6 ELECTRICAL GROUNDS:

A. Electrical grounds shall be constructed where a power line passes over the fence or at 500-foot (150mm) intervals. The ground shall be accomplished with a copper clad rod 8 feet (2.4m) long and a minimum of 5/8 inch (15mm) in diameter driven vertically until the top is 6 inches (150mm) below the ground surface. A No. 6 solid copper conductor shall be clamped to the rod and to the fence in such a manner that each element of the fence is grounded. Installation of ground rods shall not constitute a pay item and shall be considered incidental to fence construction.

END OF SECTION



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BOARD MEMBER

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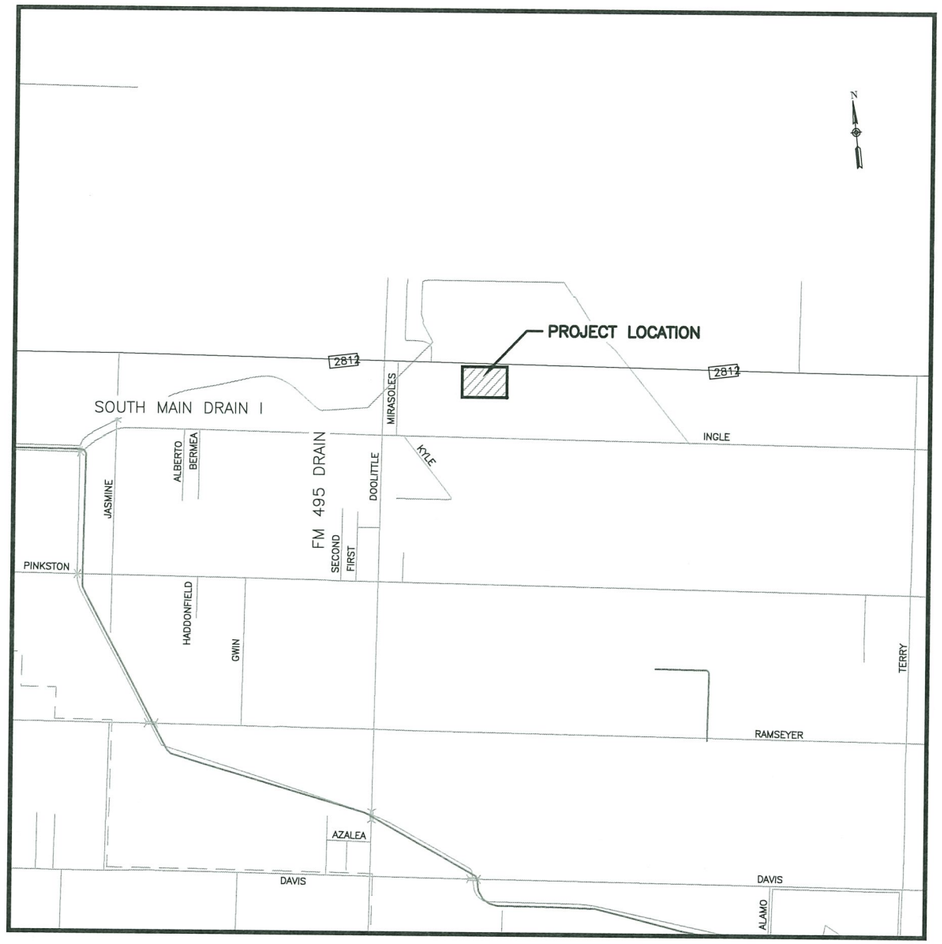

LOCATION MAP - SCALE: 1"=3000'

HIDALGO COUNTY 4 PRECINCT FOUR

HIDALGO COUNTY DRAINAGE DISTRICT No.1 HCDD1

RAUL E. SESIN, P.E., C.F.M.
HIDALGO COUNTY DRAINAGE DISTRICT No. 1
GENERAL MANAGER
HIDALGO COUNTY FLOODPLAIN
ADMINISTRATOR

HIDALGO COUNTY PRECINCT No. 4

FM 2812 - HIDALGO COUNTY HEAD START PROGRAM PARKING LOT IMPROVEMENTS

REVISIONS

DATE:	COMMENTS:

STATE OF TEXAS
OMAR CANO
120081
LICENSED
PROFESSIONAL ENGINEER

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10/22/20

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SHEET LISTING INDEX

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ABBREVIATIONS

A	ASPHALT
ADR	ASPHALT DRIVE
APV	ASPHALT PAVEMENT
AVE	AVENUE
BM	BENCHMARK
BOC	BACK OF CURB
CONC.	CONCRETE
CONST.	CONSTRUCT
CL	CENTER LINE
CDR	CONCRETE DRIVE
CPV	CONCRETE PAVEMENT
CA	CALICHE
CADR	CALICHE DRIVE
CARD	CALICHE ROAD
CFN	CHAIN LINK FENCE
CI	CURB INLET
CLV	CULVERT
CP	CONTROL POINT
CPV	CONCRETE PAVEMENT
CR	CENTER OF ROAD
CRB	CURB
CSM	CABLE SPOT MARKING
D	DIRT
DR	DRIVE
DDR	DIRT DRIVE
DT	DITCH
DTB	DITCH BOTTOM
DTBB	DITCH BOTTOM OF BERM
DTE	DITCH EDGE
DTFL	DITCH FLOW LINE
DTT	DITCH TOP
DTTB	DITCH TOP OF BERM
DTTOE	DITCH TOE
EXIST.	EXISTING
ESMT.	EASEMENT
EBX	ELECTRIC BOX
EOCA	EDGE OF CALICHE
EOP	EDGE OF PAVEMENT
EW	EDGE OF WATER
EWL	END WALL
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FM	FARM-TO-MARKET
FN	FENCE
FOC	FIBER OPTIC CABLE
FOCM	FIBER OPTIC CABLE MARKING
G	GRAVEL
GDR	GRAVEL DRIVE
GL	GAS LINE
GLMKR	GAS LINE MARKER
GLSM	GAS LINE SPOT MARKING
GM	GAS METER
GV	GAS VALVE
GW	GUY WIRE
HCDR	HIDALGO COUNTY DEED RECORDS
HCOR	HIDALGO COUNTY OFFICIAL RECORDS
HCMR	HIDALGO COUNTY MAP RECORDS
HCR	HANDICAP RAMP
HDW	HEADWALL
HWM	HIGH WATER MARK
IR	IRON ROD
IRS	IRON ROD SET
IGV	IRRIGATION GATE VALVE
IGW	IRRIGATION GATEWELL
ISP	IRRIGATION STAND PIPE
INV	INVERT
IV	IRRIGATION VENT
LT	LEFT
LOT	LOT CORNER
MB	MAIL BOX
MH	MANHOLE
MON	MONUMENT
N.T.S	NOT TO SCALE
NAIL	NAIL
NAWSC	NORTH ALAMO WATER SUPPLY CORPORATION
NG	NATURAL GROUND
OHE	OVERHEAD ELECTRIC LINE
PFL	PIPE FLOW LINE
PGL	PROPOSED GRADE LINE
PL	PROPERTY LINE
PP	POWER POLE
PROP	PROPOSED
PV	PAVEMENT
PVC	PVC PIPE
RT	RIGHT
RCP	REINFORCED CONCRETE PIPE
RIP	RIP-RAP
RD	ROAD
RM	REFERENCE MARKER
ROW	RIGHT-OF-WAY
RR	RAIL ROAD
RSD	ROAD SIDE DITCH
RW	RETAINING WALL
SBOT	SWALE BOTTOM
SDL	STORM DRAIN LINE
SEP	SEPTIC TANK COVER
SET	SAFETY-END TREATMENT
SP	SERVICE POLE
SPOL	SIGNAL POLE TRAFFIC
STOP	SWALE TOP
STA	STATION
SW	SIDEWALK
TELBX	TELEPHONE BOX
TBX	TRAFFIC CONTROL BOX
TMKR	TELEPHONE MARKER
TOA	TOP OF ASPHALT
TOC	TOP OF CURB
TOW	TOP OF WATER
TR	TREE
TRNS	TRANSFORMER
TSL	TRAFFIC SIGNAL LIGHT
TSM	TELEPHONE LINE SPOT MARKING
VA	VALVE
WB	WATER BIBB
WDFN	WOODEN FENCE
WFN	WIRE FENCE
WL	WATER LINE
WLSM	WATER LINE SPOT MARKING
WM	WATER METER
WP	WOODEN POST
WV	WATER VALVE
WWSM	WASTE WATER LINE SPOT MARKING
YD	YARD DRAIN

SYMBOLS

- Iron Pipe
- Iron Rod
- Tree
- Sign
- HL&P Tower
- Mhel (Manhole electric)
- Power pole
- Pptrn (Power Pole w/transformer)
- Guy (Down guy)
- Gas meter (Gm)
- Gv (Gas valve)
- Mhsn (Sanitary sewer manhole)
- Snco (Clean out)
- Culv (Culvert pipe)
- Grinl (Grate inlet)
- Mhst (Storm sewer manhole)
- Sgnstp (Stop sign)
- Trjb (Traffic junction box)
- Trlpl (Traffic light pole)
- Fh (Fire hydrant)
- Wm (Water meter)
- Wv (Water valve)
- Shrub
- Acap (Aluminum cap)
- Bdisk (Brass disk)
- Fnd IP (Iron Pipe found)
- Fnd IR (Iron Rod found)
- Nail
- Bm (Benchmark)
- Rowmkr (R.O.W. marker)
- Irr Box
- Irr standpipe
- Irr gate valve
- Grdpst (Guardrail post)
- Mailbox
- Stsgn (Street sign)
- Palm
- Catvbox (Cable Tv box)
- Ebox (Electrical box)
- Eltrn (Electrical transformer)
- Emkr (Electrical marker)
- Lp (Light Pole)
- Pplt (Power pole w/light)
- Pipe
- Gasreg (Gas regulator)
- Mhgs (Mahole Gas)
- Pipvnt (Pipe vent/stand pipe)
- Wvmkr (Water valve marker)
- Crbinl (Curb Inlet)
- Trlt (Traffic light)
- Trsgn (Traffic sign)
- Tsbox (Traffic signal box)
- Tsigpl (Traffic signal pole)
- Mhtel (Manhole telephone)
- Pbox (Telephone pedestal)
- Phmkr (Telephone marker)
- Tlbox (Telephone box)
- Tljnc (Telephone junction box)
- Tlpol (Telephone pole)
- Spkhd (Sprinkler head)
- Wtrwell (Water well)
- Water Bibb
- Cps (Cotton Picker Spindle)

LEGEND

- WATER PIPE
- SANITARY SEWER PIPE
- STORM DRAIN PIPE
- IRRIGATION PIPE
- TELEPHONE LINE
- FIBER OPTIC CABLE
- GAS LINE
- OVERHEAD ELECTRICAL LINE
- WOOD FENCE
- HOG-WIRE FENCE
- CHAINLINK FENCE
- SILT FENCE
- RIGHT-OF-WAY LINE

NOTE:
THE (HORIZONTAL AND/OR VERTICAL LOCATION OF EXISTING UNDERGROUND UTILITIES AS ILLUSTRATED ON THESE PLANS IS APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION IN THE AREA OF SAID UTILITIES. CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION/EXCAVATING IN THE AREA OF EXISTING UTILITIES

UTILITY COMPANY:	CONTACT PERSON:	PHONE:
DIG-TESS		800-DIG-TESS
A.E.P.	Juan Ramirez, P.E.	956-283-2437
MAGIC VALLEY	Jose Barco	956-289-4049
SPECTRUM (CHARTER)	Ruben Flores	956-354-3248
AT&T	Chistopher B. Luna	956-630-8651
HIDALGO COUNTY DRAINAGE DISTRICT #1	Noe Saldivar	956-292-7080
NORTH ALAMO WATER SUPPLY CORPORATION	Richard Garcia	956-383-1618
SANTA CRUZ IRRIGATION DISTRICT NO. 15	Joe Hinojosa	956-383-3441
TEXAS GAS SERVICE	Mike Martinez	956-444-3926
TXDOT	Pedro Alvarez, P.E.	956-702-6101
CITY OF EDINBURG	Juan Jose Flores	956-292-2122

QUANTITY ABBREVIATIONS

AC	ACRE
CF	CUBIC FEET
CY	CUBIC YARD(S)
EA	EACH
LF	LINEAR FEET
LS	LUMP SUM
SF	SQUARE FEET
SY	SQUARE YARD(S)

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GENERAL NOTES:

1. ALL WORK SHALL BE COMPLETED TO THE SATISFACTION OF THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1, AND HIDALGO COUNTY PCT. NO. 4.
2. CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT MR. RICHARD GARCIA WITH NORTH ALAMO WATER SUPPLY CORP. (N.A.W.S.C.) 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 383–1618 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO CALL DIG TESS 48 HOURS PRIOR TO COMMENCEMENT OF WORK FOR UTILITY SPOTTING @ (1–800–DIG–TESS).
4. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT MR. BOBBY RUSTY MCDANIEL WITH HIDALGO COUNTY IRRIGATION DISTRICT No. 1 (H.C.I.D. No. 1) 48 HOURS PRIOR TO COMMENCEMENT OF WORK @ (956) 383–3886 TO COORDINATE AND MEET ANY ADDITIONAL REQUIREMENTS AND/OR SPECIFICATIONS.
5. THE CONTRACTOR TO NOTIFY ALL UTILITY COMPANIES FOR VERIFICATION OF LOCATION OF EXISTING FACILITIES PRIOR TO BEGINNING ANY EXCAVATION.
6. LOCATIONS OF UNDERGROUND FACILITIES ARE FROM BEST INFORMATION AVAILABLE. NEITHER THE OWNER OR ENGINEER, WARRANT THE ACCURACY OF THE INFORMATION PROVIDED. ANY DEVIATIONS SHALL BE CALLED TO THE ENGINEER'S ATTENTION IMMEDIATELY.
7. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE CORRESPONDING UTILITY CORPORATION IN REGARDS TO THE RELOCATION/ADJUSTION OF ANY CONFLICTING UTILITIES. THE RELOCATION/ADJUSTMENT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
8. THE CONTRACTOR SHALL PROVIDE ACCESS TO EXISTING RESIDENCES AND BUSINESSES AT ALL TIMES.
9. ANY DAMAGES TO FENCES, WALKS, OR PRIVATE PROPERTY SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
10. THE CONTRACTOR SHALL REMOVE ALL FENCES LOCATED WITHIN THE EASEMENTS, INTERFERING WITH CONSTRUCTION OPERATION AND PROVIDE TEMPORARY FENCING DURING CONSTRUCTION. REMOVED FENCES SHALL BE REPLACED WITH A NEW FENCE OR UNDAMAGED ORIGINAL FENCING. REMOVAL AND REPLACEMENT OF EXISTING AND TEMPORARY FENCES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
11. NO OPEN EXCAVATION SHALL BE LEFT OPEN OVERNIGHT. ALL EXCAVATIONS WHICH CANNOT BE BACKFILLED OVERNIGHT SHALL BE COVERED. AS A MINIMUM, WITH STEEL PLATING WHEN IN PAVED AND UNPAVED AREAS SUBJECT TO VEHICULAR LOADING; ¾ PLYWOOD, WOOD PLANKING WITH O.S.H.A. ORANGE PLASTIC EXPANDED MESH BARRIER AROUND PERIMETER IN UNPAVED AREAS NOT SUBJECT TO VEHICULAR LOADING, OR AS APPROVED BY THE ENGINEER.
12. THE PREPARATION OF THESE PLANS REFLECTS INFORMATION, PROVIDED BY OTHERS, ON THE APPROXIMATE LOCATION AND EXISTENCE OF EXISTING UTILITY AND ADJACENT PHYSICAL FEATURES. HOWEVER, THEY DO NOT IMPLY OR AFFIRM THAT ALL UTILITIES OR PHYSICAL FEATURES ARE SHOWN. GENERALLY, UTILITY SERVICE CONNECTIONS ARE NOT INDICATED ON THESE PLANS. CONTRACTOR IS RESPONSIBLE FOR NOTIFICATIONS OF THE OWNER IMMEDIATELY UPON ENCOUNTERING UNFORESEEN CONFLICTS.
13. THE APPROXIMATE LOCATIONS OF KNOWN EXISTING UTILITIES ARE SHOWN, CONTRACTOR SHALL DETERMINE THE EXACT HORIZONTAL AND VERTICAL LOCATIONS IN THE FIELD PRIOR TO COMMENCING WORK. CONTRACTOR TO BE FULLY RESPONSIBLE FOR DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE EXISTING UTILITIES.
14. PUBLIC AND PRIVATE UTILITY LINES AND CUSTOMER SERVICE LINES MAY EXIST THAT ARE NOT SHOWN ON THE CONSTRUCTION DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE, MAINTAIN AND PROTECT THE INTEGRITY OF THESE LINES. HAND EXCAVATION MAY BE REQUIRED. THE CONTRACTOR SHALL RESTORE RELOCATED OR DIVERTED UTILITY TO ITS ORIGINAL CONDITION AND LOCATION WHEN APPLICABLE UPON COMPLETION OF CONSTRUCTION. SAID RESTORATION SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
15. THE CONTRACTOR SHALL ADJUST EXISTING N.A.W.S.C. WATER LINES AS REQUIRED TO INSTALL DRAINAGE IMPROVEMENTS SAID ADJUSTMENTS SHALL BE COORDINATED WITH N.A.W.S.C. PRIOR TO COMMENCEMENT OF WORK. SAID WATER LINE ADJUSTMENT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
16. THE CONTRACTOR TO MAINTAIN ALL EQUIPMENT AND TRANSPORTATION OF SAID EQUIPMENT WITHIN THE EXISTING RIGHTS–OF–WAY OF THE CITY, COUNTY, OR STATE.
17. DURING EXCAVATION OPERATIONS FOR DRAINAGE AND/OR UTILITIES, THE CONTRACTOR SHALL NOT PILE EXCAVATED MATERIAL OR EXCAVATE WITHIN THE DRIP LINE OF TREES THAT ARE TO BE PRESERVED.
18. WHERE NEW WATER LINES AND SEWER LINES ARE INSTALLED WITH A SEPARATION DISTANCE CLOSER THAN NINE FEET (I.E., WATER LINES CROSSING WASTEWATER LINES, WATER LINES PARALLELING WASTEWATER LINES, OR WATER LINES NEXT TO MANHOLES) THE INSTALLATION MUST MEET THE REQUIREMENTS OF 30 TAC 317 (DESIGN OF SEWAGE SYSTEMS) OR 30 TAC 290 (WATER HYGIENE).
19. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING WATER AND SEWER CONNECTIONS TO ALL HOMES AND BUSINESSES IN WORKING ORDER AT ALL TIMES, EXCEPT FOR BRIEF INTERRUPTIONS IN SERVICE FOR CONNECTIONS TO BE REINSTALLED. IN NO CASE SHALL SERVICES BE ALLOWED TO REMAIN OUT OF SERVICE OVERNIGHT. CONTRACTOR IS RESPONSIBLE FOR DAMAGES TO SAID SERVICES.
20. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE OF PROPOSED FACILITIES AT ALL TIMES DURING CONSTRUCTION.
21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING AREA BETWEEN THE BACK OF CURB/EDGE OF PAVEMENT, ROAD SIDE DITCH AND RIGHT–OF–WAY TO HAVE POSITIVE FLOW TO THE PROPOSED DRAINAGE SYSTEM.
22. THE CONTRACTOR SHALL PROVIDE/MAINTAIN ADEQUATE POSITIVE DRAINAGE AT ALL TIMES DURING THE INSTALLATION OF THE STRUCTURES, DRAINAGE, UTILITY, IRRIGATION AND ROAD IMPROVEMENTS. DEWATERING OF THE TRENCH MAY BE REQUIRED DURING THE INSTALLATION OF THE DRAINAGE, UTILITY AND IRRIGATION FACILITIES/STRUCTURES. SAID DEWATERING SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.
23. THE CONTRACTOR SHALL CLEANUP AND RESTORE THE AREA OF OPERATIONS TO A CONDITION AS GOOD AS OR BETTER THAN THAT WHICH EXISTED PRIOR TO INSTALLATION OF ALL ITEMS TO BE CONSTRUCTED.
24. ALL DEBRIS, VEGETATION AND SURPLUS MATERIAL, RESULTING FROM DEMOLITION AND/OR CLEARING OF THE RIGHT–OF–WAY IN PREPARATION OF PROPOSED IMPROVEMENTS SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE PROPERLY DISPOSED OF AT A SITE ACCEPTABLE TO HIDALGO COUNTY PRECINCT No 4. THE CONTRACTOR SHALL PROVIDE A LETTER STATING SO. THIS SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED SO. NO EXCESS EXCAVATED MATERIAL SHALL BE DEPOSITED IN LOW AREAS OR ALONG NATURAL DRAINAGE WAYS WITHOUT WRITTEN PERMISSION FROM THE AFFECTED PROPERTY OWNER AND THE HIDALGO COUNTY DRAINAGE DISTRICT No 1. IF THE CONTRACTOR PLACES EXCESS MATERIAL IN THE AREAS WITHOUT WRITTEN PERMISSION, HE WILL BE RESPONSIBLE FOR ALL DAMAGE RESULTING FROM SUCH FILL AND CONTRACTOR SHALL REMOVE THE MATERIAL AT OWN COST.
25. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION AND SUBMITTAL OF THE TRENCH EXCAVATION PROTECTION PLAN. CONTRACTOR SHALL SUBMIT CONSTRUCTION DETAILS AND DESIGN CALCULATIONS BEARING THE SEAL OF A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS BEFORE CONSTRUCTING THE SHORING AND/OR UTILIZING A TRENCH PROTECTION SYSTEM (BOX). THE ENGINEER RESERVES THE RIGHT TO REJECT DESIGNS NOT MEETING THE REQUIREMENTS OF SECTION ITEM 402 AND 403.
26. THE CONTRACTOR SHALL BE RESPONSIBLE TO FOLLOW ALL T.C.E.Q. STORM WATER POLLUTION PREVENTION PLAN (SWP3) REQUIREMENTS AS PER SWP3 SHEETS AND AS STATED IN TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM CONSTRUCTION GENERAL PERMIT (TPDES TXR150000, EFFECTIVE DATE MARCH 5, 2008), INCLUDING N.O.I. SUBMITTAL AND MS4 NOTIFICATION.
27. FLEXIBLE BASE AGGREGATE SHALL MEET THE REQUIREMENTS IN THE TABLE BELOW. NEW CALICHE MATERIAL SHALL BE TREATED WITH 0.5% LIME BY DRY WEIGHT OF MATERIAL IF THE PLASTICITY INDEX OF SAID MATERIAL IS GREATER THAN 12.

TYPE E (CALICHE)		
PROPERTY	TEST METHOD	REQUIREMENT
2–1/2" SIEVE (CUMULATIVE, % RET)	Tex–110–E	0
1–3/4" SIEVE (CUMULATIVE, % RET)	Tex–110–E	0–10
#4 SIEVE (CUMULATIVE, % RET)	Tex–110–E	45–75
#40 SIEVE (CUMULATIVE, % RET)	Tex–110–E	50–85
LIQUID LIMIT, % MAX	Tex–104–E	40
PLASTICITY INDEX, % MAX	Tex–106–E	12
WET BALL MILL, % MAX	Tex–116–E	50
WET BALL MILL, % MAX INCREASE PASSING #40 SIEVE	Tex–116–E	20

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GENERAL NOTES (CONT):

28. ALL ROAD CROSSINGS SHALL BE REPLACED WITH A MINIMUM OF 8" COMPACTED CALICHE AND 2" HMAC OR LIKE SECTION, WHICHEVER IS GREATER.

29. THE DRAINAGE DISTRICT WILL PROVIDE CONTROL POINTS (BENCHMARK AND PROPERTY CORNERS) FOR THE WORK TO BE PERFORMED BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION STAKING, INCLUDING BUT NOT LIMITED TO HORIZONTAL & VERTICAL GRADE CUTS FOR CURB & GUTTER, ROADWAY, STORM DRAIN PIPE, ROADSIDE DITCHES, DRIVEWAY CULVERTS AND DITCH WORK.

30. ELBOW FOR RCP OR HPP BEING PROPOSED AT THE END OF LINES SHALL BE PRE-FABRICATED AND SECURED TO THE PIPE WITH A CONCRETE COLLAR (TYPICAL ON ALL PIPE ELBOW INSTALLATIONS.) ELBOW SHALL BE REQUIRED AT ALL LOCATIONS SHOWN ON THE PLANS. THIS SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL. PRE-FABRICATED ELBOWS SHALL BE FIELD CONFIRMED BY THE CONTRACTOR.

31. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPROVING ALL EXISTING DRIVEWAYS. CALICHE, DIRT OR ASPHALT DRIVEWAYS SHALL BE REPLACED WITH 3" COMPACTED CALICHE AND 1" ACP. CONCRETE DRIVEWAYS SHALL BE REPLACED WITH 4" CONCRETE WITH REINFORCEMENT AS PER DETAILS. THIS SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED ON THE PROPOSAL.

32. FOR ALL PITS OR QUARRIES, COMPLY WITH THE "TEXAS AGGREGATE QUARRY AND PIT SAFETY ACT."

33. THE CONTRACTOR SHALL RELOCATE OR RECONSTRUCT ALL MAIL BOXES TO BE 1' BEHIND BACK OF CURB OR 3' BEHIND EDGE OF PAVEMENT. MAIL BOXES SHALL BE REPLACED TO THE SAME EXISTING CONDITIONS OR BETTER. SAID RELOCATION AND/OR RECONSTRUCTION OF MAIL BOXES SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST AND REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED IN THE PROPOSAL.

34. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL EXISTING WATER VALVES AND MANHOLES TO MATCH PROPOSED FINISH GRADE OF ROADWAY. CONCRETE COLLARS SHALL BE INSTALLED TO MATCH TOPS WITH PAVEMENT GRADE. THIS WORK SHALL BE INCIDENTAL AND NOT A SEPARATE PAY ITEM UNLESS STATED OTHERWISE.

35. THE CONTRACTOR SHALL INSURE A 6" MINIMUM COVER FOR DRIVEWAY CULVERTS. THE RELAYING OR REMOVAL OF DRIVEWAY PIPE CULVERTS SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED ON THE PROPOSAL.

36. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT/RELOCATION OF ALL REGULATORY SIGNS REMOVED DUE TO CONSTRUCTION OPERATIONS WITH THE SAME SIGN ON FIXED SUPPORT(S) IMMEDIATELY UPON ITS REMOVAL. APPROVAL BY THE ENGINEER IS NECESSARY BEFORE REMOVING ANY REGULATORY ROADWAY SIGN(S). FLAGGERS ARE REQUIRED TO BE AVAILABLE TO DIRECT TRAFFIC DURING SIGN INTERMEDIATE DOWN TIME. RELOCATION OF ANY DIRECTIONAL SIGN ASSEMBLIES REMOVED DURING CONSTRUCTION OPERATIONS IMMEDIATELY UPON THEIR REMOVAL IS REQUIRED. THESE SIGNS SHALL BE RELOCATED TO A LOCATION IN ACCORDANCE WITH THE LATEST VERSION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES". IN NO CASE WILL A SIGN BE REMOVED WITHOUT A REPLACEMENT SIGN AND SUPPORT(S) BEING READILY AVAILABLE AND A LOCATION ESTABLISHED. REMOVAL AND RELOCATION OF THESE SIGNS WILL NOT BE PAID FOR DIRECTLY, BUT SHALL BE CONSIDERED SUBSIDIARY TO THE PROJECT COST REFLECTED IN THE UNIT BID PRICES FOR VARIOUS ITEMS LISTED ON THE PROPOSAL.

37. ALL CONSTRUCTION OPERATIONS SHALL BE CONDUCTED TO PROVIDE THE LEAST POSSIBLE INTERFERENCE TO TRAFFIC AS PROVIDED FOR IN THE SPECIFICATIONS, TxDOT STANDARDS, TEXAS M.U.T.C.D. AND/OR AS DIRECTED. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE CURRENT EDITION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".

38. THE CONTRACTOR SHALL ABANDON AND CAP ANY PORTION OF PIPE LINE (STORM, IRRIGATION, ETC.) FOUND WITHIN THE PROPOSED PIPE TRENCH, AT THE ENGINEERS REQUEST. ONCE APPROVED BY THE ENGINEER, THE PIPE TO BE ABANDONED SHALL BE CAPPED AND SEALED WITH CEMENT AT BOTH ENDS OF THE TRENCH. THIS SHALL BE CONSIDERED SUBSIDIARY UNLESS OTHERWISE STATED.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator
902 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL: (956) 292-7080
www.hcdd1.org

FM 2812 - HIDALGO COUNTY HEAD START
PROGRAM PARKING LOT IMPROVEMENTS

GENERAL NOTES

STATE OF TEXAS
OMAR CANO
120081
LICENSED
PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Omar Cano P.E. No. 120081 on the above designated date.

10/22/20

OMAR CANO – P.E. No. 120081

PROJECT NO.	E-19-091
SCALE:	N/A
DRAWN BY:	A.V.
CHECKED BY:	O.C.
TOPO BY:	E.I./C.T.
SHEET:	G01-05

Drawing: S:\HCDD1 - PROJECTS\E-19-091 Hidalgo County Headstarts Improvements\Design\CAD\dwg\P&P Sheets\04-05-General Notes.dwg)
Layout Tab: GENERAL NOTES Date: 10/22/2020 Time: 04:45:40 PM

LEGEND

- EXIST. OAK TREES
- POWER POLE
- STOP SIGN
- TELEPHONE LINE
- ELECTRIC LINE
- EXIST. FENCE

HIDALGO COUNTY HEAD START PROGRAM

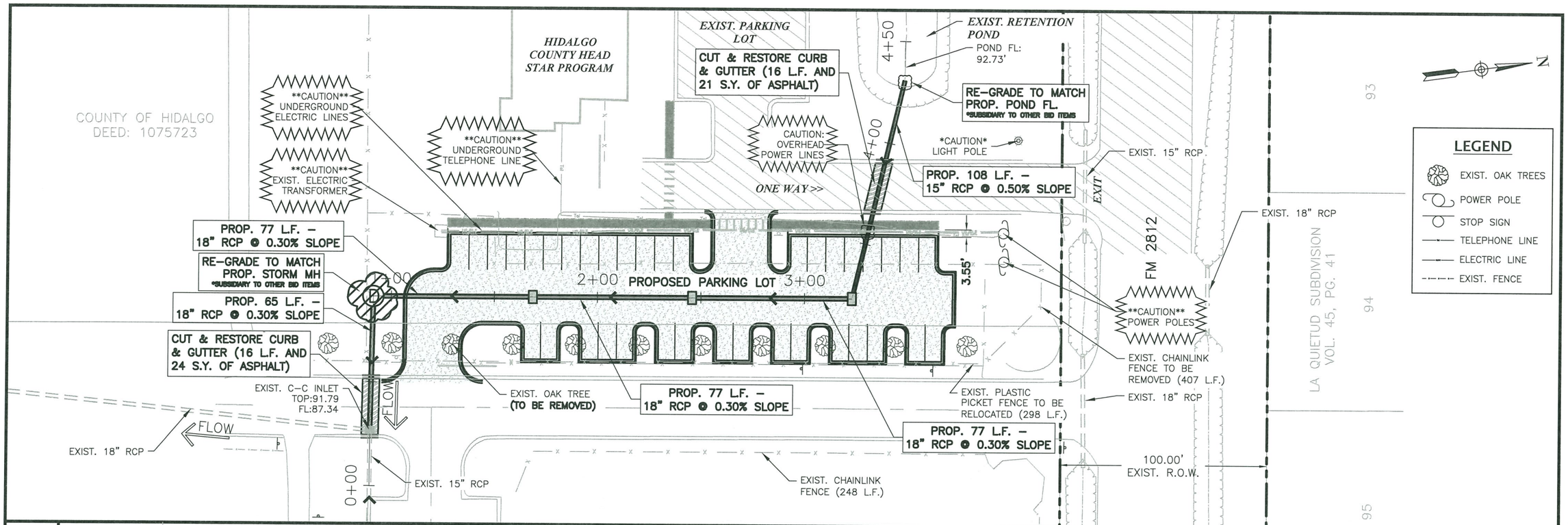
ONE STORY BLOCK & STUCCO BUILDING FFE = 95.59'

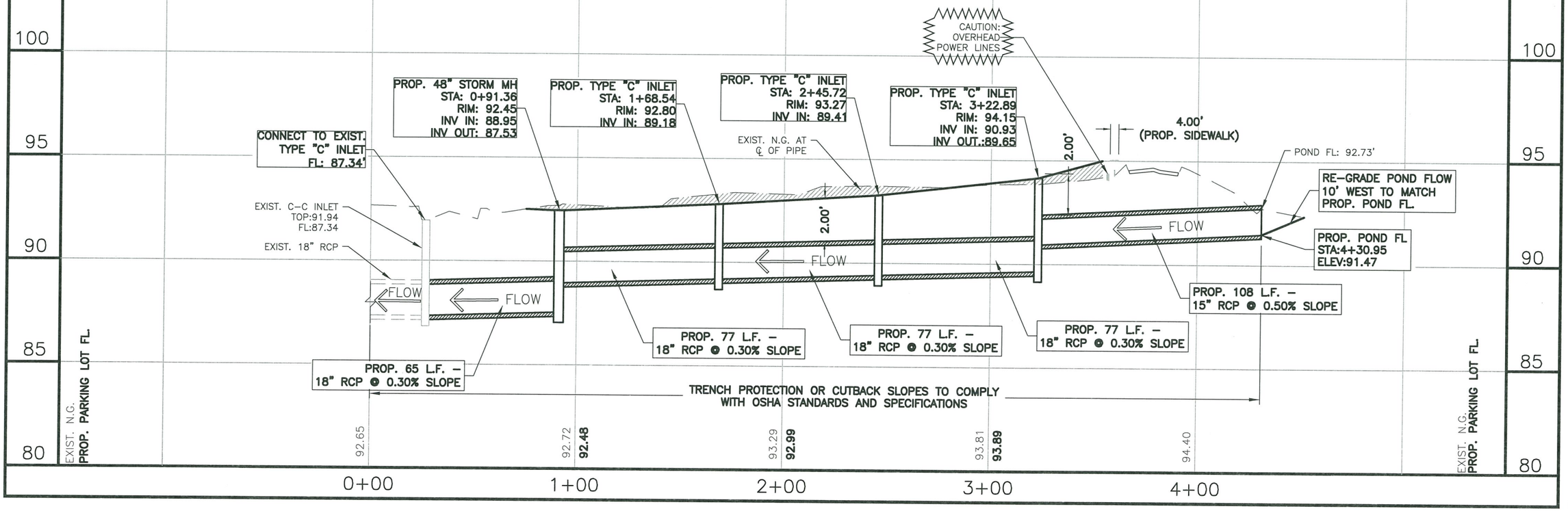
EXIST. PARKING LOT

EXIST. RETENTION POND

N

80.00'
301.22'
27.60'
14.90'
59.15'
26.05'
105.16'
237.67'
18.50'
29.00'
35.00'
4.00'
81.00'
60.06'
29.26'
8.22'
22.58'
22.61'
7.37'
R4.50'
R4.50'
R4.50





HIDALGO COUNTY DRAINAGE DISTRICT No. 1
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Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator

FM 2812 - HIDALGO COUNTY HEAD START
PROGRAM PARKING LOT IMPROVEMENTS
STORM SYSTEM-PLAN AND PROFILE
STA. 0+00 - STA. 4+50

OMAR CANO 120081 LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

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OMAR CANO – P.E. No. 120081

PROJECT NO.	E-19-091
SCALE:	H.1"=50' / V.1"=5'
DRAWN BY:	A.V.
CHECKED BY:	O.C.
TOPO BY:	E.I./C.T.
SHEET:	C01–02

Drawing: S:\HCDD1 – PROJECTS\E-19-091 Hidalgo County Headstarts Improvements\Design\CAD\dwg\P&P Sheets\C01–02_Storm System P&P.dwg
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LEGEND

- EXIST. OAK TREES
- POWER POLE
- STOP SIGN
- TELEPHONE LINE
- ELECTRIC LINE
- EXIST. FENCE

HIDALGO COUNTY HEAD START PROGRAM

ONE STORY BLOCK & STUCCO BUILDING FFE = 95.59'

EXIST. PARKING LOT

EXIST. RETENTION POND

N

PROP. CURB & GUTTER (260 L.F.) (SEE DETAILS SHEET)

MATCH EXIST. PAVEMENT

PROP. CURB & GUTTER (676 L.F.) (SEE DETAILS SHEET)

PROP. STOP SIGN (30")

PROP. STOP SIGN (30")

PROPOSED ASPHALT PARKING LOT (SEE DETAILS SHEET)

EXIST. OAK TREE (TO BE REMOVED)

TP: 93.35
TP: ±94.22
TP: 94.52
TP: 94.30
TP: ±94.26
TP: 95.00
TP: 95.00
TSM: 92.45
TP: 93.15
TP: 94.32
TP: 94.50
TP: 94.73
TP: 94.73
TP: 94.90
TP: 94.90
TG: 92.80
TG: 93.27
TG: 94.15
TP: 93.27
TP: 93.40
TP: 93.61
TP: 94.06
TP: 94.33
TP: 94.71
TP: 94.73
TP: 93.54
TP: 93.67
TP: 93.88
TP: 94.33
TP: 94.60
TP: 94.98
TP: 95.00
TP: 92.66
TP: 92.66

X=NG: 92.26
X=NG: 92.60
X=NG: 92.63
X=NG: 93.16
X=NG: 93.70
X=NG: 93.83
X=NG: 93.83
X=NG: 93.85
X=NG: 94.13
X=NG: 94.49
X=NG: 94.70

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
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Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator

FM 2812 - HIDALGO COUNTY HEAD START PROGRAM LOT IMPROVEMENTS

PROP. PAVING AND GRADING PLAN

STATE OF TEXAS
RAUL E. SESIN
86374
LICENSED PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Raul E. Sesin P.E. No. 86374 on the above designated date.

10/22/20

RAUL E. SESIN- P.E. No. 86374

PROJECT NO.	E-19-091
SCALE:	1"=20'
DRAWN BY:	A.V.
CHECKED BY:	O.C.
TOPO BY:	E.I./C.T.
SHEET:	C01-03

Drawing: S:\HCDD1 - PROJECTS\E-19-091 Hidalgo County Headstarts Improvements\Design\CAD\dwg\P&P Sheets\C01-03_Prop. Paving and Grading Plan (Parking Lot).dwg)
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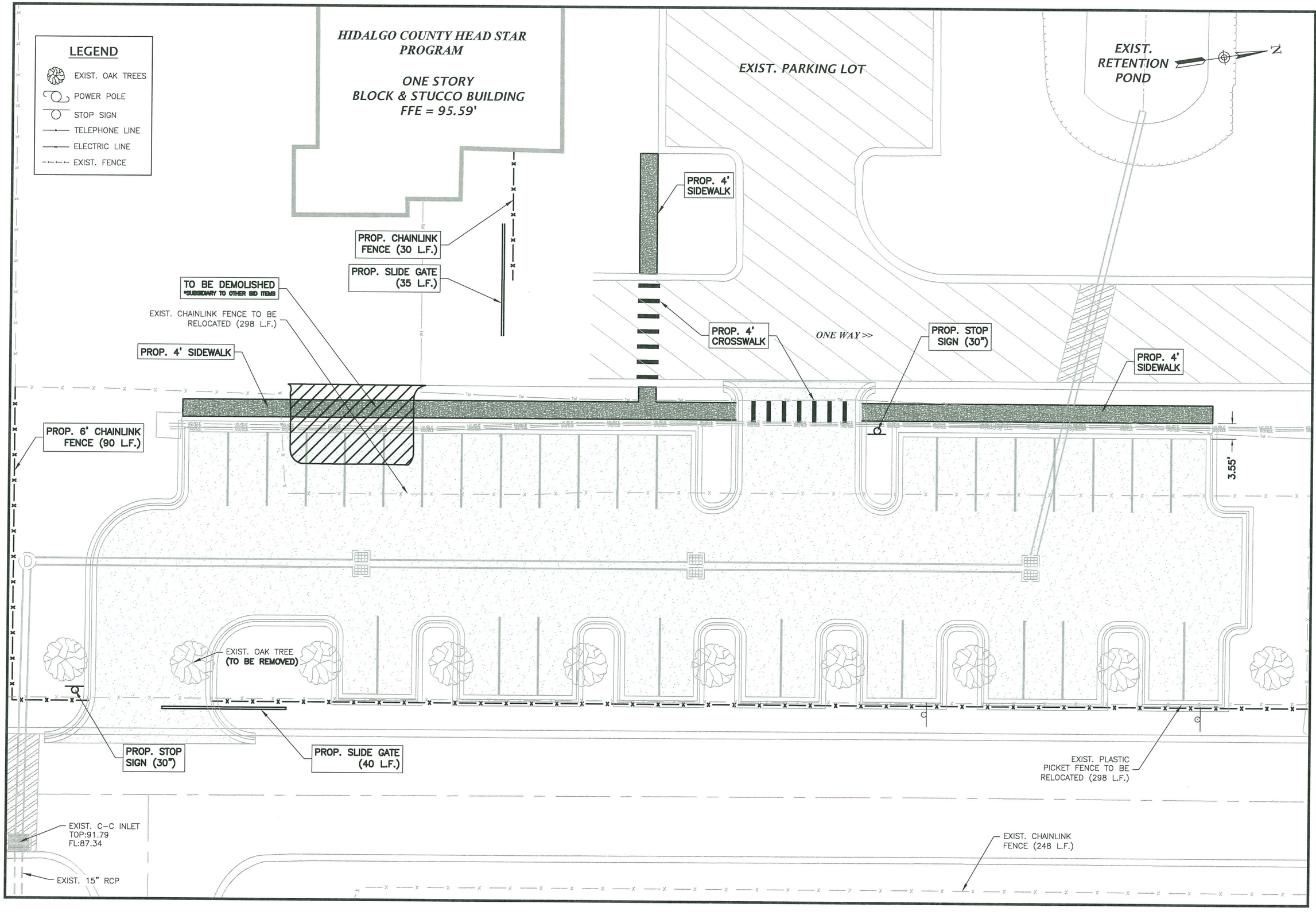

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
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FM 2812 - HIDALGO COUNTY HEAD START PROGRAM PARKING LOT IMPROVEMENTS

FENCING AND SIDEWALK PLAN

STATE OF TEXAS
OMAR CANO
120081
LICENSED
PROFESSIONAL ENGINEER

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10/22/20

OMAR CANO – P.E. No. 120081

PROJECT NO.	E-19-091
SCALE:	1"=20'
DRAWN BY:	A.V.
CHECKED BY:	O.C.
TOPO BY:	E.I./C.T.
SHEET:	C01-04

Drawing: S:\HCDD1 – PROJECTS\E-19-091 Hidalgo County Headstarts Improvements\Design\CAD\.dwg\P&P Sheets\C01-04_Fencing & Sidewalk Plan.dwg
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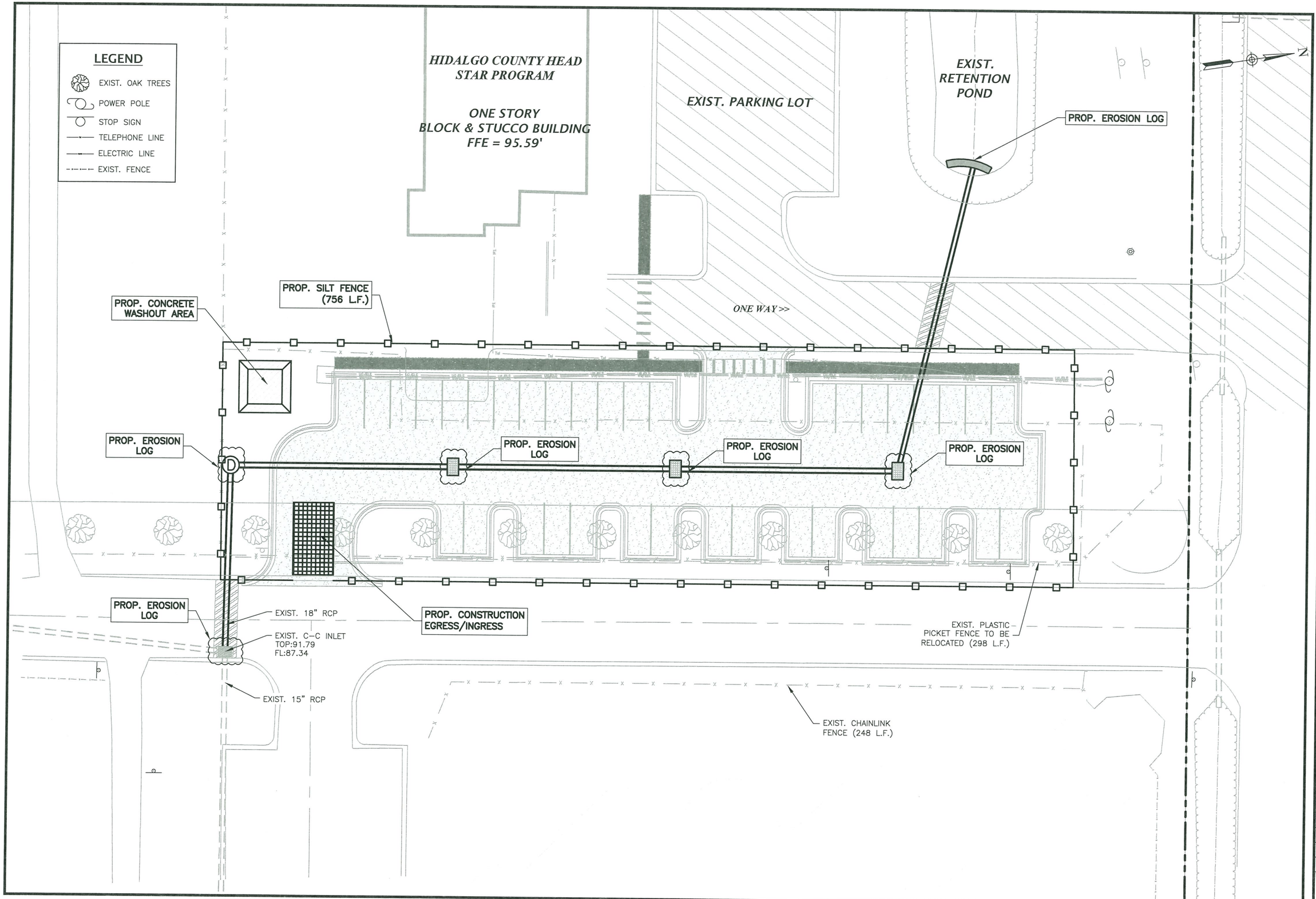

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
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Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator

FM 2812 - HIDALGO COUNTY HEAD START PROGRAM PARKING LOT IMPROVEMENTS

EROSION CONTROL PLAN

STATE OF TEXAS
OMAR CANO
120081
LICENSED PROFESSIONAL ENGINEER

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10/22/20

OMAR CANO – P.E. No. 120081

PROJECT NO.	E-19-091
SCALE:	1"=30'
DRAWN BY:	A.V.
CHECKED BY:	O.C.
TOPO BY:	E.I./C.T.
SHEET:	C01-05

Drawing: S:\HCDD1 - PROJECTS\E-19-091 Hidalgo County Headstarts Improvements\Design\CAD\dwg\P&P Sheets\C01-05_Erosion Control Plan.dwg
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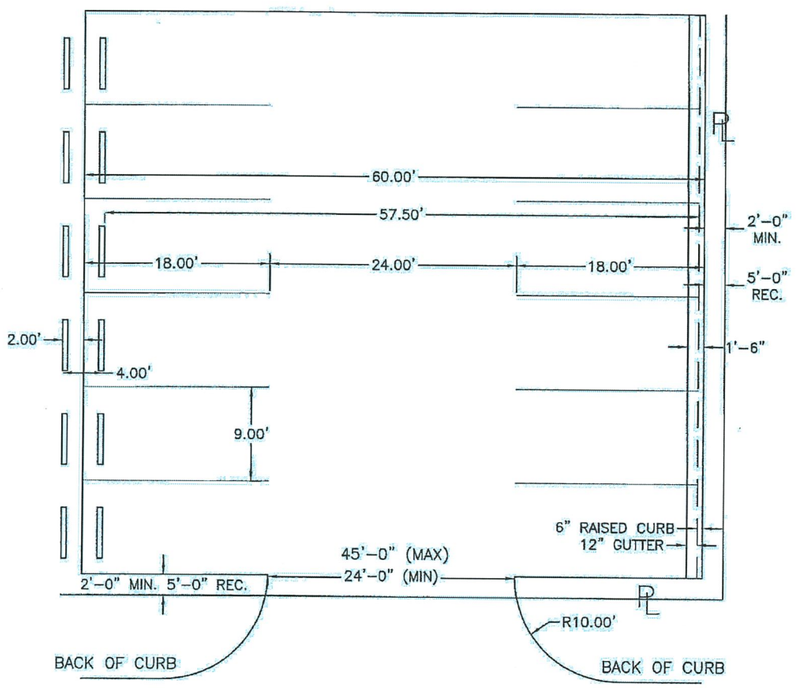
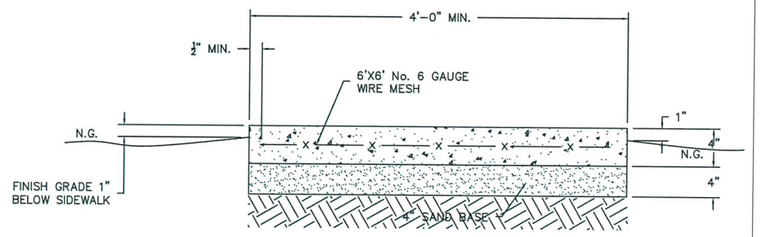


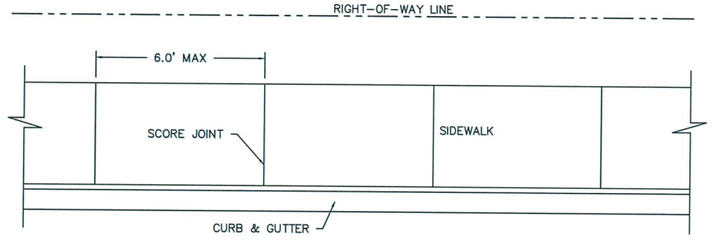
STRIPPING PLAN

NOT TO SCALE

TYPICAL SIDEWALK



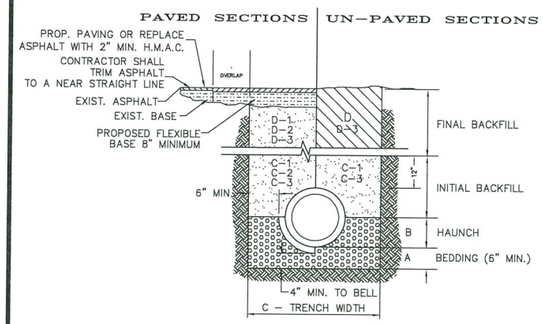
SECTION A-A



SCORE JOINT 1/4" THINKNESS OF SIDEWALK
ESPANSION JOINT EVERY 30'
JOINT IN CENTER OF SIDEWALK IF OVER 15' WIDE

PLAN VIEW OF URBAN SECTION

NOT TO SCALE



STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. COMPACTED THICKNESS = 6") – PIT RUN GRAVEL ¾" MAX SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 + 12". MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4 FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.

C-1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS, COUNTY ROADS & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C-2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C-3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II WITH A MAXIMUM P.I. OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D. FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III OR IV, COMPACTED TO 92% S.P.D. (12" LOOSE LIFT, MECHANICAL COMPACTION).

D-1 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREAS, DRIVEWAYS AND COUNTY ROADS– SHALL BE SOIL TYPE A1, A2, A3 WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% S.P.D., 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

D-3 FINAL BACKFILL FOR STRUCTURES (INLETS, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR SOIL TYPE A1, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 19 BACKFILL MATERIAL. STRUCTURES BEYOND 5 FT FROM THE E.O.P./B.O.C. SHALL HAVE CLASS I, II, III OR IV (ASTM D2321) BACKFILL MATERIAL. FOUNDATION PREPARATION (WELLPOINTS, MINIMUM 4" GRAVEL OR CEMENTS STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% S.P.D. (USE RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8".

NOTES:
1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. FOR D-1 AND D-2 THE COMPACTION REQUIREMENT SHALL BE 95% S.P.D. WITHIN 12 IN. BELOW THE FLEXIBLE BASE.
3. FOR PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF THE TRENCH WIDTH IS WITHIN 5 FT. FROM THE E.O.P./B.O.C.
4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.

STORM TRENCH BEDDING AND BACKFILL DETAIL

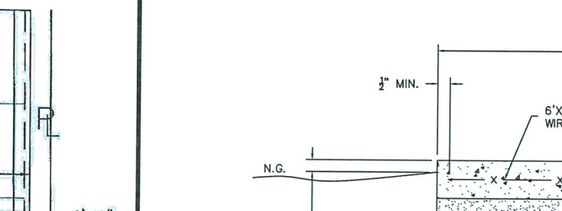
NOT TO SCALE

GENERAL NOTES:

1. CONCRETE SHALL BE 3000 PSI COMPRESSIVE STRENGTH AT 28 DAY
2. ALL CONCRETE WORK SHALL BE TREATED WITH MEMBRANE CURING COMPOUND TYPE 2 WHITE PIGMENTED ACCORDANCE WITH TEXAS DEPARTMENT OF TRANSPORTATION DEPARTMENTAL MATERIALS SPECIFICATIONS ITEM 4650, CONSIDERED INCIDENTAL TO CONCRETE WORK.
3. ½"EXPANSION JOINTS REQUIRED AT 40' C.C. AND AT THE BEGINNING AND END OF ALL RADII. CONTRACTION JOINTS SHALL NOT EXCEED 10' C.C.
4. EXPANSION JOINTS SHALL HAVE ½" EXPANSION JOINT MATERIAL AND 3 No.4 24" SMOOTH DOWEL BARS COATED TO PREVENT BOND.

CURB AND GUTTER DETAIL

NOT TO SCALE



FLEXIBLE BASE (TYPE E GRADE 4) SHALL CONFORM TO THE FOLLOWING REQUIREMENTS , PRIOR TO THE ADDITION OF LIME:

Retained on Sq. Sieve	Percent Required
2"	0
⅜"	20 – 60
No. 4	40 – 75
No. 40	70 – 90
Max. Pi:	15
Max. Wet Ball Pi:	15
Wet Ball Mill Max Amount	50

(*) TO BE DETERMINED BY GEO-TECHNICAL REPORT.

NOTES:

1. IF AN ALTERNATIVE PAVEMENT SECTION IS REQUESTED, A PAVEMENT DESIGN ANALYSIS WILL BE REQUIRED FOR APPROVAL BY THE DIRECTOR OF PUBLIC WORKS.
2. FOR STREETS SERVING A SUBDIVISION WITH NO STREET TREES (LESS THAN 16 LOTS).

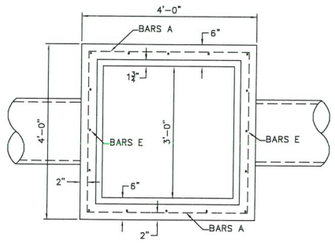
CROSS SECTION

NOT TO SCALE

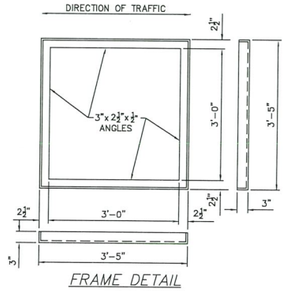
A	B	C	D	E
16	.375	6	6C	7.75
30	.75	10	10C	12.5
36	.875	12	12C	15
48	1.25	16	16C	20

STOP SIGN

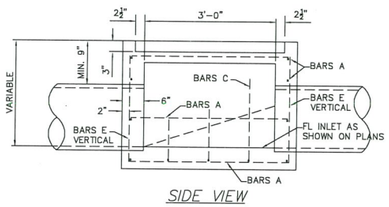
NOT TO SCALE



TOP VIEW



FRAME DETAIL

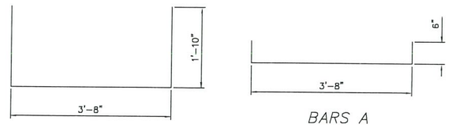


SIDE VIEW

TYPE "C" GRATE INLET

NOT TO SCALE

NOTE:
1. ALL STEEL TO BE No. 4 BARS ON 12" SPACING IN BOTH DIRECTIONS EXCEPT IN TOP SLAB OR MANHOLE.
2. ALL GRATE INLET COVERS SHALL BE PEDESTRIAN SAFE COVERS. OPENINGS SHALL BE NO GREATER THAN 3/8" WIDE.
3. INLET SHALL BE PLACED ON 6-INCH SAND BEDDING. SUBGRADE SHALL BE COMPACTED TO 95% DENSITY



BARS C BARS A

REINFORCING STEEL DETAILS

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
902 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL: (956) 292-7080
www.hcdd1.org

Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator

FM 2812 - HIDALGO COUNTY HEAD START PROGRAM - PARKING LOT IMPROVEMENTS

DETAILS

STATE OF TEXAS
OMAR CANO
120081
LICENSED PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Omar Cano P.E. No. 120081 on the above designated date.

10/22/20

OMAR CANO –

PROJECT NO.	E-19-091
SCALE:	N.T.S.
DRAWN BY:	A.V.
CHECKED BY:	O.C.
TOPO BY:	E.I./C.T.
SHEET:	C02-01

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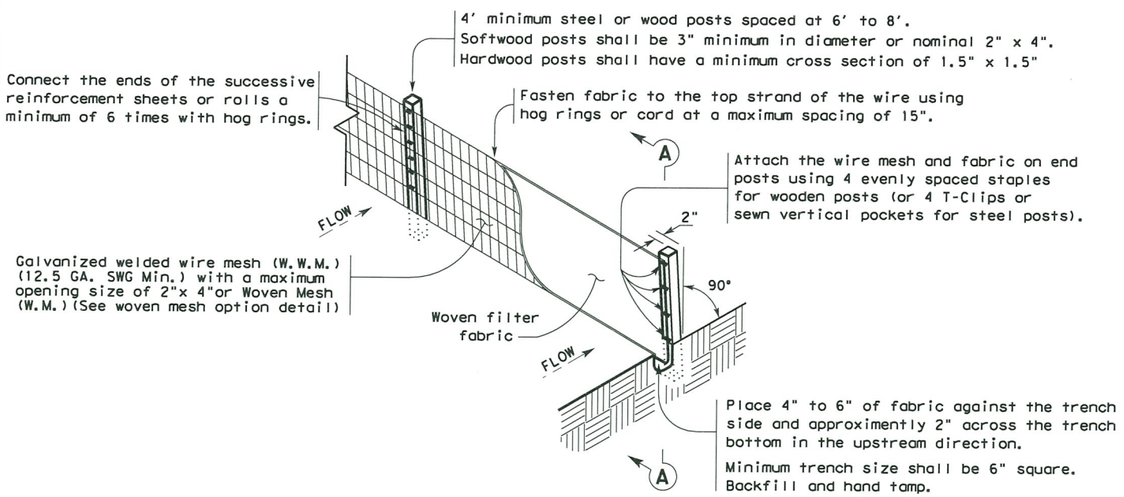
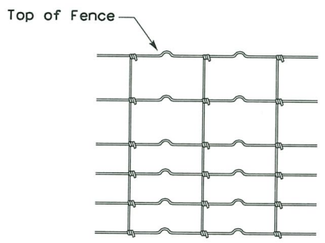
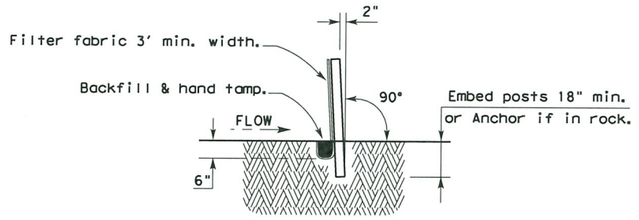


TEMPORARY SEDIMENT CONTROL FENCE

SCF





SECTION A-A

HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA.SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT^2. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

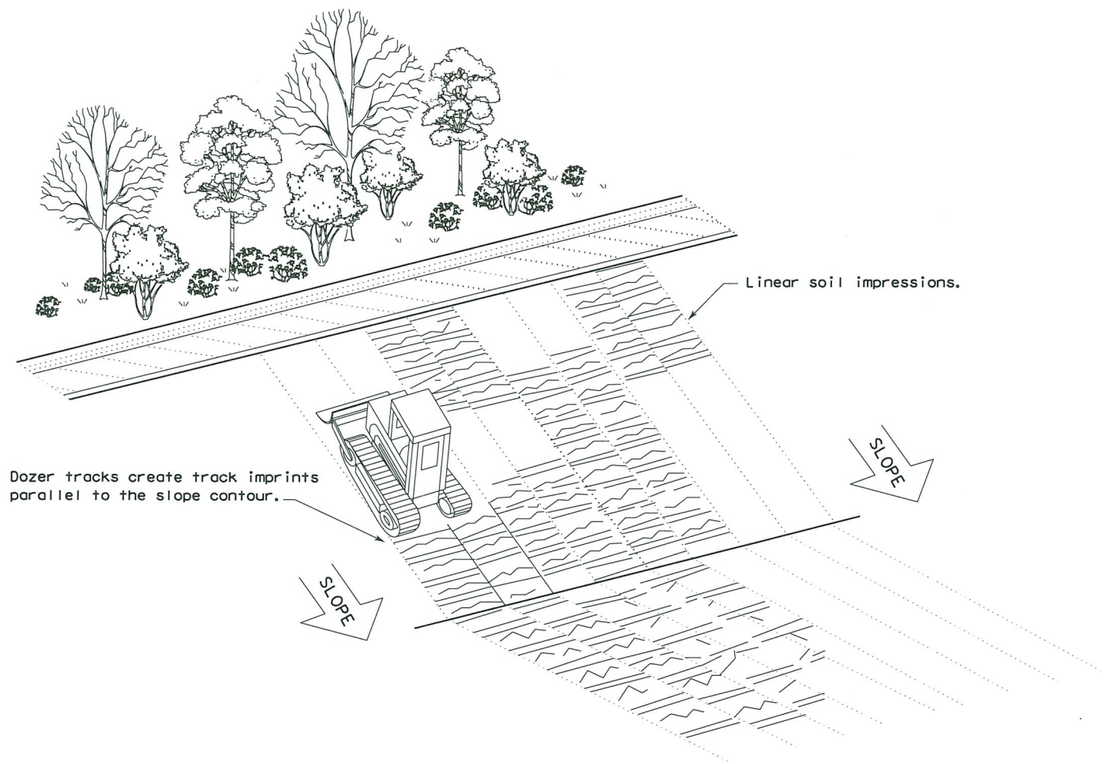
LEGEND

Sediment Control Fence

SCF

GENERAL NOTES

1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
2. Perform vertical tracking on slopes to temporarily stabilize soil.
3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
4. Do not exceed 12" between track impressions.
5. Install continous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.



VERTICAL TRACKING

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FENCE & VERTICAL TRACKING

EC(1)-16

FILE: ec116	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS	
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REVISIONS					
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FILE

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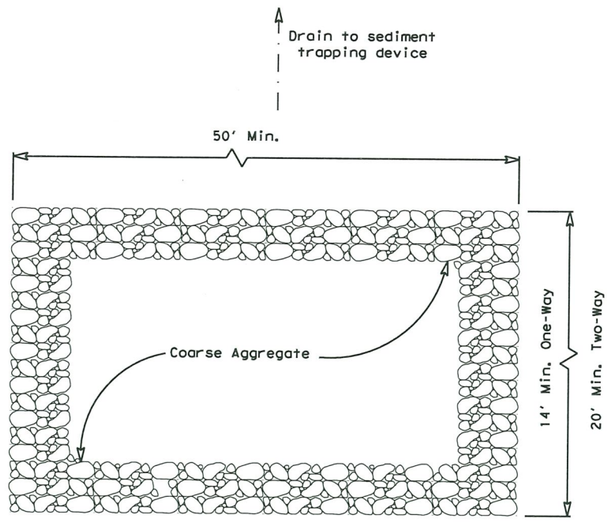
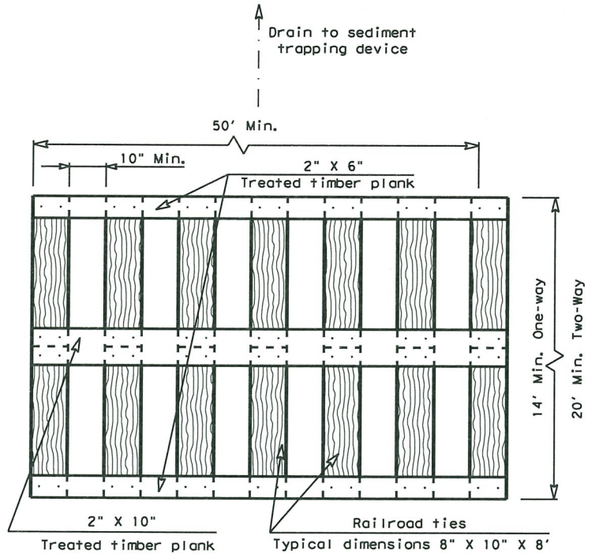
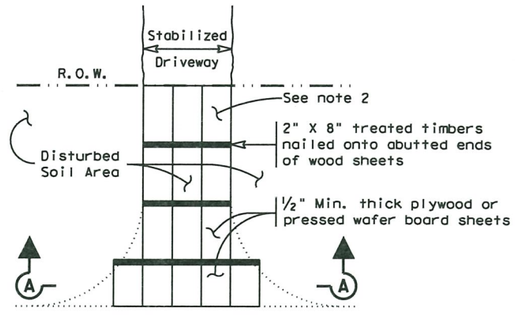


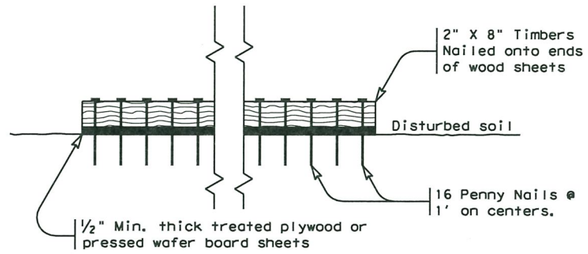
PLAN VIEW



PLAN VIEW



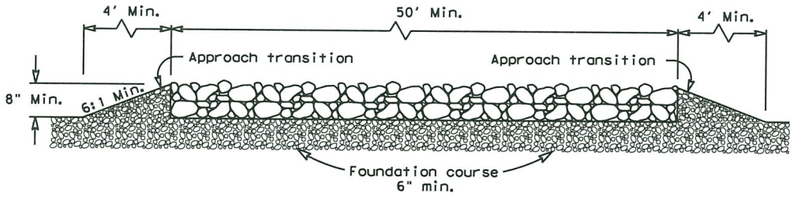
PLAN VIEW



SECTION A-A

CONSTRUCTION EXIT (TYPE 3)

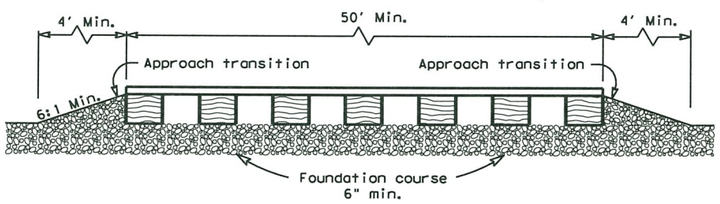
SHORT TERM



ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 1)

ROCK CONSTRUCTION (LONG TERM)



ELEVATION VIEW

CONSTRUCTION EXIT (TYPE 2)

TIMBER CONSTRUCTION (LONG TERM)

GENERAL NOTES (TYPE 1)

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other materialas approved by the Engineer.
5. The construction exit shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
7. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.

GENERAL NOTES (TYPE 2)

1. The length of the type 2 construction exit shall be as indicated on the plans, but not less than 50'.
2. The treated timber planks shall be attached to the railroad ties with ½"x 6" min. lag bolts. Other fasteners may be used as approved by the Engineer.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The approach transitions shall be no steeper than 6:1 and constructed as directed by the Engineer.
5. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other material as approved by the Engineer.
6. The construction exit should be graded to allow drainage to a sediment trapping device.
7. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
8. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed by the engineer.

GENERAL NOTES (TYPE 3)

1. The length of the type 3 construction exit shall be as shown on the plans, or as directed by the Engineer.
2. The type 3 construction exit may be constructed from open graded crushed stone with a size of two to four inches spread a min. of 4" thick to the limits shown on the plans.
3. The treated timber planks shall be #2 grade min., and should be free from large and loose knots.
4. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

CONSTRUCTION EXITS

EC(3)-16

FILE: ec316	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS	
©TxDOT: JULY 2016	CONT	SECT	JOB	HIGHWAY	
REVISIONS	C	S	J	HWY	
	DIST	COUNTY		SHEET NO.	
	DST	CTY		$EC(3A-16$	

DATE: $DATE$
FILE: $FILE$

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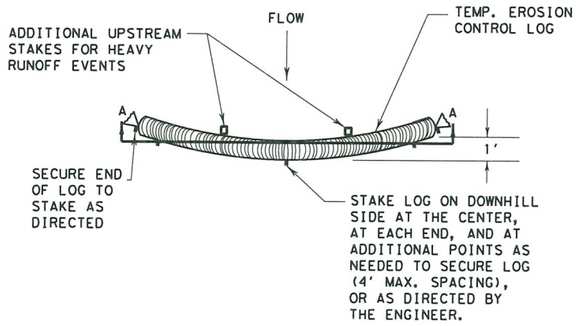
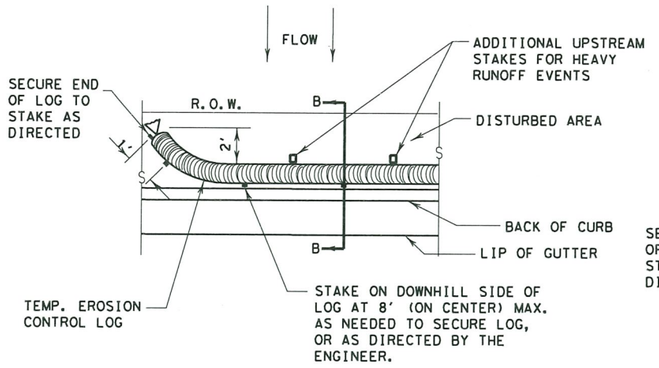
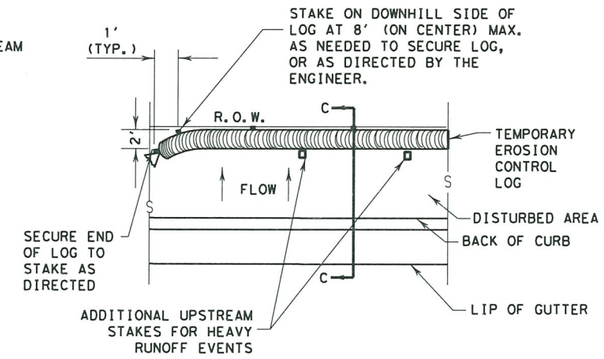


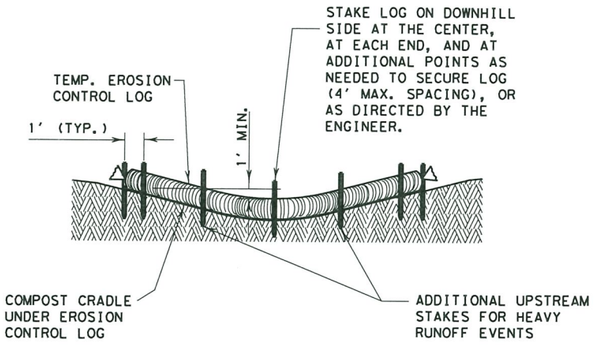
PLAN VIEW



PLAN VIEW



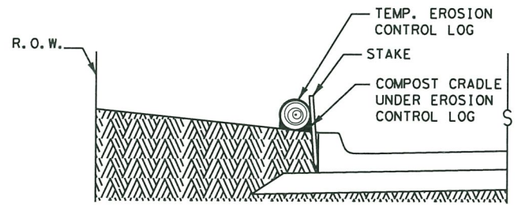
PLAN VIEW



SECTION A-A

EROSION CONTROL LOG DAM

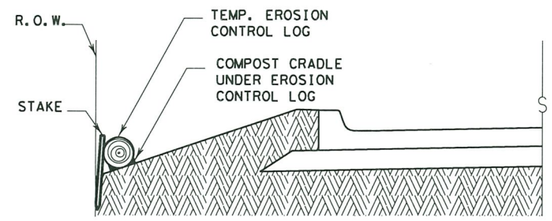
CL-D



SECTION B-B

EROSION CONTROL LOG AT BACK OF CURB

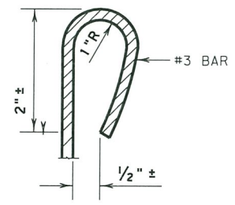
CL-BOC



SECTION C-C

EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY

CL-ROW



REBAR STAKE DETAIL

GENERAL NOTES:

1. EROSION CONTROL LOGS SHALL BE INSTALLED IN ACCORDANCE WITH MANFACTURER'S RECOMMENDATIONS, OR AS DIRECTED BY THE ENGINEER.
2. LENGTHS OF EROSION CONTROL LOGS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS REQUIRED FOR THE PURPOSE INTENDED.
3. UNLESS OTHERWISE DIRECTED, USE BIODEGRADABLE OR PHOTODEGRADABLE CONTAINMENT MESH ONLY WHERE LOG WILL REMAIN IN PLACE AS PART OF A VEGETATIVE SYSTEM. FOR TEMPORARY INSTALLATIONS, USE RECYCLABLE CONTAINMENT MESH.
4. FILL LOGS WITH SUFFICIENT FILTER MATERIAL TO ACHIEVE THE MINIMUM COMPACTED DIAMETER SPECIFIED IN THE PLANS WITHOUT EXCESSIVE DEFORMATION.
5. STAKES SHALL BE 2" X 2" WOOD OR #3 REBAR, 2'-4' LONG, EMBEDDED SUCH THAT 2" PROTRUDES ABOVE LOG, OR AS DIRECTED BY THE ENGINEER.
6. DO NOT PLACE STAKES THROUGH CONTAINMENT MESH.
7. COMPOST CRADLE MATERIAL IS INCIDENTAL & WILL NOT BE PAID FOR SEPARATELY.
8. SANDBAGS USED AS ANCHORS SHALL BE PLACED ON TOP OF LOGS & SHALL BE OF SUFFICIENT SIZE TO HOLD LOGS IN PLACE.
9. TURN THE ENDS OF EACH ROW OF LOGS UPSLOPE TO PREVENT RUNOFF FROM FLOWING AROUND THE LOG.
10. FOR HEAVY RUNOFF EVENTS, ADDITIONAL UPSTREAM STAKES MAY BE NECESSARY TO KEEP LOG FROM FOLDING IN ON ITSELF.

LEGEND

- CL-D — EROSION CONTROL LOG DAM
- CL-BOC — EROSION CONTROL LOG AT BACK OF CURB
- CL-ROW — EROSION CONTROL LOG AT EDGE OF RIGHT-OF-WAY
- CL-SST — EROSION CONTROL LOGS ON SLOPES STAKE AND TRENCHING ANCHORING
- CL-SSL — EROSION CONTROL LOGS ON SLOPES STAKE AND LASHING ANCHORING
- CL-DI — EROSION CONTROL LOG AT DROP INLET
- CL-CI — EROSION CONTROL LOG AT CURB INLET
- CL-GI — EROSION CONTROL LOG AT CURB & GRATE INLET

SEDIMENT BASIN & TRAP USAGE GUIDELINES

An erosion control log sediment trap may be used to filter sediment out of runoff draining from an unstabilized area.

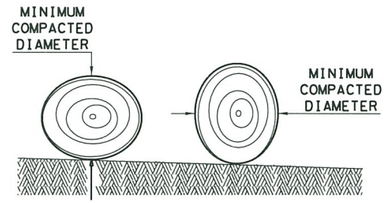
Log Traps: The drainage area for a sediment trap should not exceed 5 acres. The trap capacity should be 1800 CF/Acre (0.5" over the drainage area).

Control logs should be placed in the following locations:

1. Within drainage ditches spaced as needed or min. 500' on center
2. Immediately preceding ditch inlets or drain inlets
3. Just before the drainage enters a water course
4. Just before the drainage leaves the right of way
5. Just before the drainage leaves the construction limits where drainage flows away from the project.

The logs should be cleaned when the sediment has accumulated to a depth of 1/2 the log diameter.

Cleaning and removal of accumulated sediment deposits is incidental and will not be paid for separately.



DIAMETER MEASUREMENTS OF EROSION CONTROL LOGS SPECIFIED IN PLANS

Texas Department of Transportation | Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

EROSION CONTROL LOG

EC(9)-16

FILE: ec916	DN: TxDOT	CK: KM	DW: LS/PT	CK: LS	
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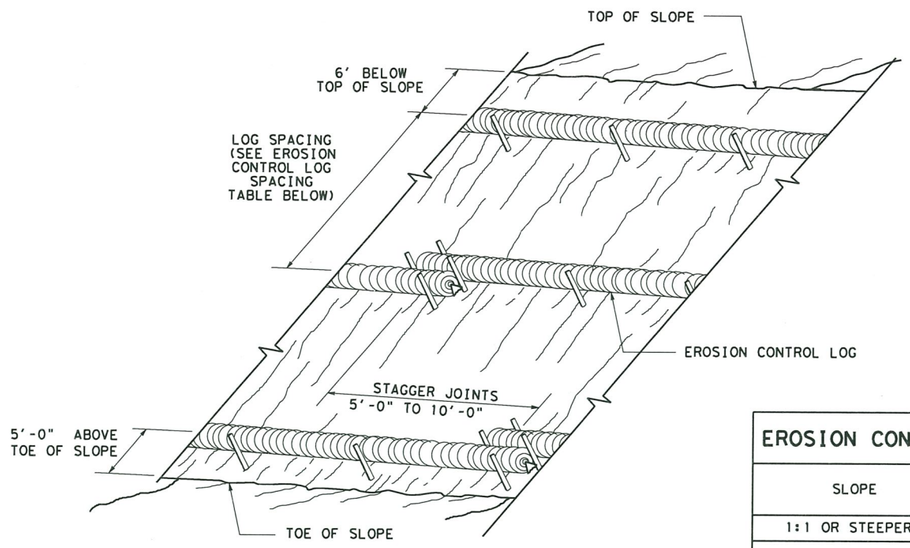
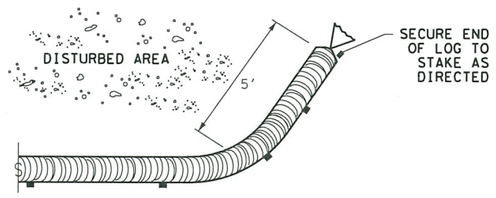


EROSION CONTROL LOGS ON SLOPES
STAKE AND TRENCHING ANCHORING

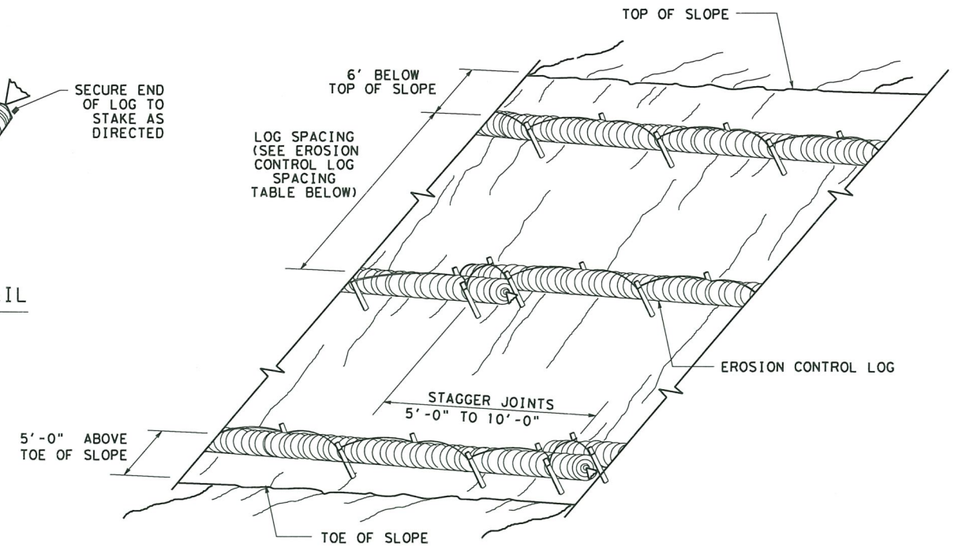
CL-SST



END SECTION RAP DETAIL

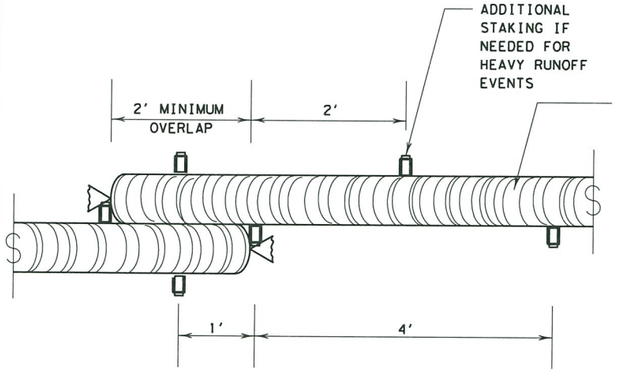
EROSION CONTROL LOG SPACING TABLE				
SLOPE	LOG DIAMETER			
	6"	8"	12"	18"
1:1 OR STEEPER	5'	10'	15'	20'
2:1	10'	20'	30'	40'
3:1	15'	30'	45'	60'
4:1 OR FLATTER	20'	40'	60'	80'

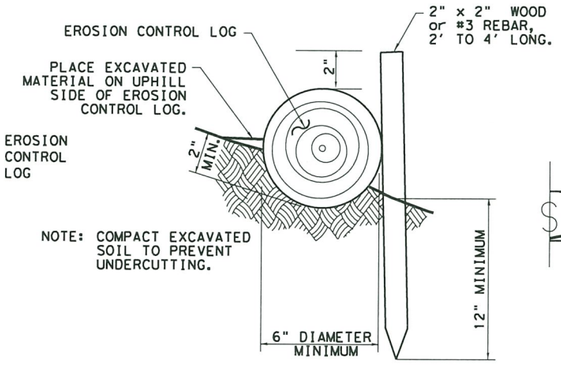
* ADJUSTMENTS CAN BE MADE FOR SOIL TYPE:
SOFT, LOAMY SOILS-ADJUST ROWS CLOSER TOGETHER;
HARD, ROCKY SOILS- ADJUST ROWS FARTHER APART



EROSION CONTROL LOGS ON SLOPES
STAKE AND LASHING ANCHORING

CL-SSL

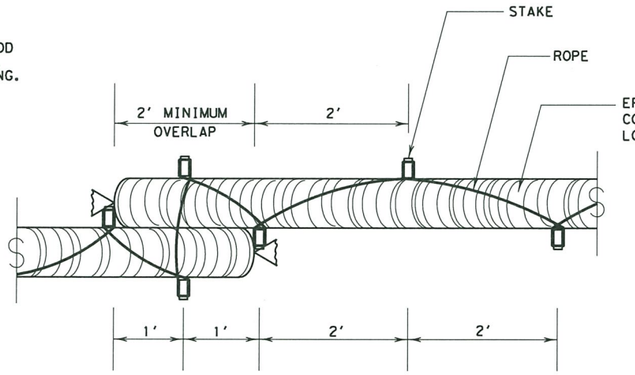


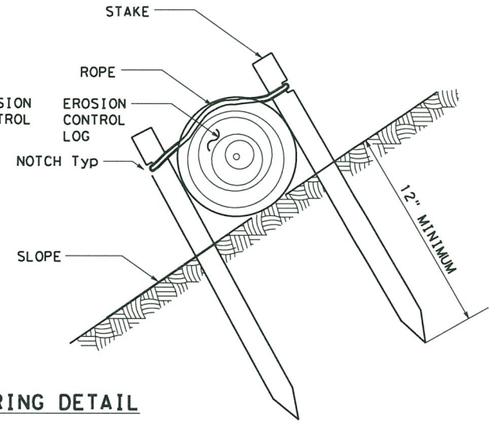


STAKE AND TRENCHING ANCHORING DETAIL

CL-SST

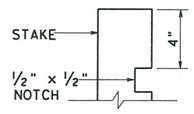
TRENCH DEPTH TABLE	
LOG DIAMETER	DEPTH
6"	2"
8"	3"
12"	4"
18"	5"





STAKE AND LASHING ANCHORING DETAIL

CL-SSL



STAKE NOTCH DETAIL

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES
EROSION CONTROL LOG
EC(9)-16

FILE: ec116	DN: TxDOT	CK: KM	DW: LS/PT	CK: LS
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REVISIONS				
	DIST	COUNTY		SHEET NO.

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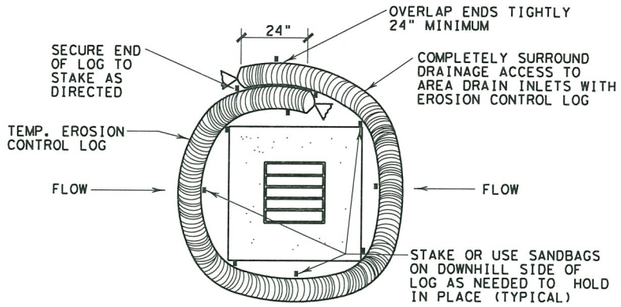
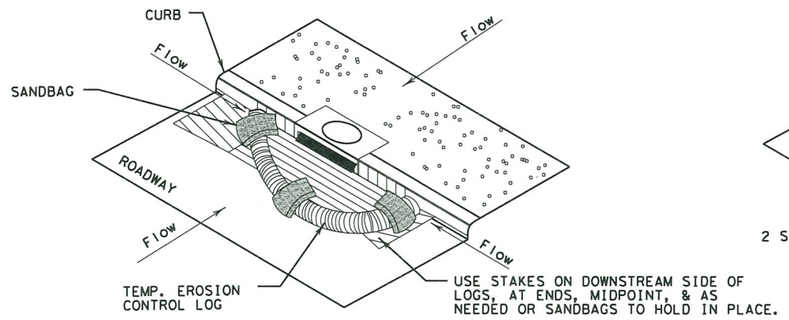


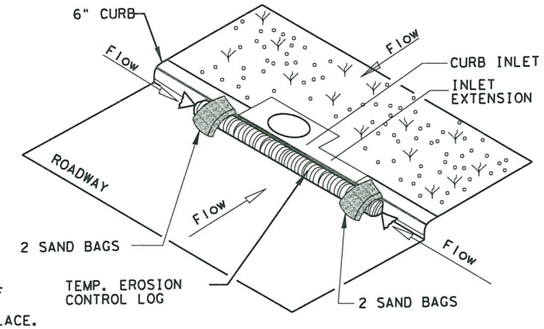
EROSION CONTROL LOG AT DROP INLET

CL-DI



EROSION CONTROL LOG AT CURB INLET

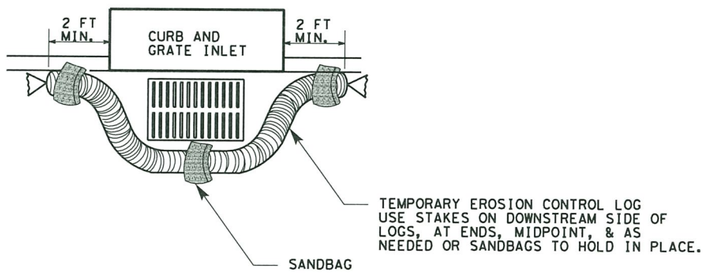
CL-CI



EROSION CONTROL LOG AT CURB INLET

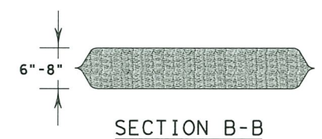
CL-CI

NOTE:
EROSION CONTROL LOGS USED AT CURB INLETS SHOULD ONLY BE USED IF THEY WILL NOT IMPEDE TRAFFIC OR FLOOD THE ROADWAY OR WHEN THE STORM SEWER SYSTEM IS NOT FULLY FUNCTIONAL.

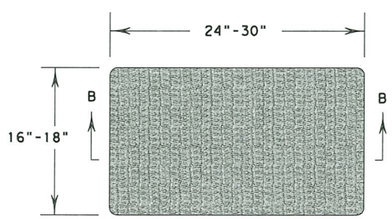


EROSION CONTROL LOG AT CURB & GRADE INLET

CL-GI



SECTION B-B



SANDBAG DETAIL

SHEET 3 OF 3

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

EROSION CONTROL LOG

EC(9)-16

FILE: ec916	DN: TxDOT	CK: KM	DW: LS/PT	CK: LS			
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	DIST	COUNTY			SHEET NO.		

BID TAB

HIDALGO COUNTY PRECINCT 4

RFB NO. 2020-608-11-18-ABV

FM 2812 - HIDALGO COUNTY HEAD START PROGRAM

PARKING LOT IMPROVEMENTS

SAMPLE

Item No.	Estimated Quantity	Unit	Item Description	UNIT BID PRICE IN WORDS	Unit Price In Figures	Total Extension In Figures
100	34	STA	PIPE	THREE HUNDRED DOLLARS FIFTY CENTS	$300.50	$10,217.00

BASE BID						
Item No.	**Estimated Quantity**	**Unit**	**Item Description**		**Unit Price In Figures**	**Total Extension In Figures**
1	174	TON	2" HMAC (Type "D")	DOLLARS CENTS		
2	1,915	SY	8" Flexible Base (Compacted Caliche) (New)	DOLLARS CENTS		
3	14	TON	6" Lime TRT Subgrade (3% Lime) (Includes Existing Material Preparation)	DOLLARS CENTS		
4	305	GAL	Prime Coat (MC-30) (0.20 gal/sy)	DOLLARS CENTS		
5	936	LF	Concrete Curb & Gutter			
6	240	LF	4' Concrete Sidewalk	DOLLARS CENTS		
7	108	LF	RC Pipe (15") (RG) (CL III)			
8	296	LF	RC Pipe (18") (RG) (CL III)	DOLLARS CENTS		
9	3	EA	TY "C" Inlet (Grate)	DOLLARS CENTS		
10	1	EA	48' Concrete Manhole	DOLLARS CENTS		
11	45	SY	Pavement Cut & Restore	DOLLARS CENTS		
12	404	LF	Trench Protection	DOLLARS CENTS		
13	1	LS	Traffic Control	DOLLARS CENTS		
14	1	LS	Erosion Control	DOLLARS CENTS		
15	50	LF	Pedestrian Crosswalk Stripping	DOLLARS CENTS		
16	2	EA	Stop Sign (30")	DOLLARS CENTS		
17	89	LF	6' Chain-Link Fence			
18	1	LS	Chainlink Removal and Relocation (289 LF), Tree Removal (1 Tree) Picket Fence Removal (289 LF)	DOLLARS CENTS		
19	80	LF	Chain Link Gate (2 Gates)	DOLLARS CENTS		
			BASE BID PRICE IN WORDS		**BID IN FIGURES**	
				DOLLARS CENTS	$	

EA- EACH
SY- SQUARE YARD(S)
CY- CUBIC YARD(S)
LS- LUMP SUM
LF- LINEAR FOOT

PHONE NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-20-608-XX-XX

This Agreement entered into this _____day of_____, 2020, by and between the County of Hidalgo (hereinafter called the "OWNER") and_____ (a corporation) (a partnership) (an individual) of _____, State of Texas, hereinafter called "CONTRACTOR". The County's procurement packet and Contractor's response are incorporated herein for all purposes.

WITNESSETH

That for and in consideration of the payments and agreement 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:

NAME OF PROJECT

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents and all extra work in connection therewith, under the terms and 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 and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by ___ _____engineer_____, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the 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 written "Notice to Proceed" of the OWNER and to fully complete the project within _____consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $_____for each consecutive calendar day thereafter.

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 Paragraphs 14.02.C and 14.07.C of the General Conditions.

DRAFT

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

APPROVED BY COMMISIONERS COURT ON, _____, 2_____.

CONTRACTOR:_____
Print Name & Title: _____
Name of Firm: _____
_____
Address: _____
_____
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

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

2_____, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

COUNTY OF HIDALGO

_____

Richard F. Cortez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County District Attorney's Office

By:_____
Robert Viña, Assistant District Attorney

DRAFT

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the perfomance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment the Contractor shall utilize the form provided herewith in exhibit "D".

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.25 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

GENERAL PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Texas Government Code Chapter 2258, which must be complied with attached herewith as Exhibit "C"

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STATEMENT OF CREDENTIALS

for Facility Construction and Related Projects
(Non-road Improvements)

1. GENERAL: In order to assist the Owner in determining the ability of each Bidder to properly fulfill the requirements of this proposed contract, the Bidder will complete the following items. **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/she desires.

Name of Bidder: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Fax Number: _____

Number of years in business under present name: _____

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? _____

2. EXPERIENCE: The Bidder will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

2. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

4. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

5. Owner: _____

Address: _____

Ph/Fx Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. **CONTRACTS ON HAND:** The Bidder shall provide below a list of any contracts/projects he/she currently has on hand:

_____

_____

_____

_____

_____

_____

_____

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on the Hidalgo County's project. Use additional page if necessary. This information is considered preliminary and may be revised prior if bid is awarded and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with bid shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your bid.

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

5. **PERFORMANCE OF WORK BY BIDDER:** Except as otherwise provided, the **general contractor/**bidder shall perform no **less** than eighty percent **(80%)** of the work with his own organization, and **no more than** twenty percent **(20%)** of the work may be subcontracted.

   The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Bidder in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

   Awarded bidder shall assign a project superintendent who is directly employed by the Bidder, that superintendent will be required to be on the job on a daily basis. No subcontractors will be allowed to act as project superintendents at any point during the construction of said project.

   Bidder shall have a significant business presence with the Rio Grande Valley Area, the business must be headquartered in either Hidalgo, Cameron, or Starr County or a local office must be located in either of the three counties (Hidalgo, Cameron, Starr) with at least thirty percent (30%) of the total company workforce employed at the local office. County reserves the right to request payrolls and any necessary documentation to confirm that the local office meets these requirements.

   Bidders shall carefully examine the plans, specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can affect the work or cost thereof. Should the bidder find discrepancies in, or omissions from the plans, specifications or other documents, or should he/she be in doubt as their meaning, he/she should at once notify the Engineer and obtain clarification by addendum prior to submitting any bid.

   Bidder herby certifies that said company carried liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Bids/Proposals when performing work on this project for Hidalgo County.

   Furthermore, bidder certifies that any subcontractor on the project shall provide the said company with a certificate relating that all employees of the subcontractor also are provided with workers' compensation insurance coverage. Bidder will provide copies of all of these certificates to Hidalgo County during the course of the project for all subcontractors working on the project.

   All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rate.

   Hidalgo County encourages the hiring of minority women subcontractors and/or suppliers whenever and wherever feasible.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

_____

By_____

Title_____

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

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

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PAYMENT BOND

(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____, hereinafter called Principal and (3) _____ of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ of _____, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to the penal sum of _____ _____ ($_____) Dollars in lawful money of the United States to be paid in (5) _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6) _____ _____, the Owner, dated the _____ day of _____, A.D. 200__, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT #_____

These footnotes refer to numbers in body of contract above:

Date of Bond must not 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 and State
(6) Owner

NOW, THEREFORE, the condition of this obligation is such that, if the -1- Principal shall promptly make payment to all claimants as defined in Article 5160 Revised Civil Statutes of Texas, 1925, as amended by House Bill 344, Act 56th Legislature, Regular Session, 1925 effective April 27, 1959, supplying labor and materials in the prosecution of the work provided for in said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the prosecution of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Article 5160, Revised Civil Statutes 1925, as amended by House Bill 344, Acts 56th Legislature, Regular Session, 1959

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value

received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specification accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in six counterparts, each one of which shall be deemed an original, this the _____ day of _____ _____. A.D., 20_____.

ATTEST:

Principal_____

_____ By_____

(Principal) Secretary

(Seal) (Address)_____

_____ Telephone Number:_____

Witness as to Principal

_____ _____

(Address) Surety

ATTEST:

_____ By_____

(Surety) Secretary

(Seal) (Address)_____

_____ _____

Witness as to Surety NOTE:If Contractor is partnership all Partners should execute bond

_____ Telephone Number:_____

(Address)

PAYMENT BOND FORM

_____ _____
(Individual Principal)

_____ _____
(Address) (Business Address)
Telephone Number:_____ Telephone Number:_____

_____
(Corporate Principal)

_____
(Business Address) (Affix Corporate SEAL)
Telephone Number:_____
BY_____

_____ _____
ATTEST: _____

_____
(Business Address)(Affix Corporate SEAL)

BY_____
Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

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

_____
(TITLE)
DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $_____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

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PERFORMANCE BOND
(To be used in Texas under V.A.T.S. 5160)

THE STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____, a (2) _____ _____ OF _____,___ hereinafter called Principal and (3)_____ of _____, State of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ of_____ _____, hereinafter called Owner, in the penal sum of _____ ($___ _____) Dollars in lawful money of the United States to be paid in (5) _ _____, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly be these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with (6)_____, the Owner, dated the _ _____ day of _____, A.D. 200__, a copy of which is hereto attached and made a part hereof for the construction of:

HIDALGO COUNTY PRECINCT #_____

hereinafter called the "Work").

These footnotes refer to the numbers in body of contract above:

Date of Bond must not 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 and State
(6) Owner
(Texas Performance Bond) – Page 2.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications, and contract documents during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this bond, venue shall lie in Hidalgo County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any

way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the contract or to the work or to the specifications.

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

ATTEST:

Principal_____

_____ By_____

(Principal) Secretary

(Seal) (Address)_____

_____ Telephone Number:_____

Witness as to Principal

_____

(Address)

ATTEST:

_____ By_____

(Surety) Secretary

(Seal) (Address)_____

_____ Telephone Number:_____

Witness as to Surety

_____

(Address)

NOTE: If Contractor is a partnership, all partners should execute bond.

PERFORMANCE-PAYMENT BOND FORM

_____	_____
	(Individual Principal)
_____	_____
(Address)	(Business Address)
Telephone Number:_____	Telephone Number:_____
	_____
	(Corporate Principal)
	_____
	(Business Address) (Affix Corporate SEAL)
	Telephone Number:_____
	BY_____
_____	_____
ATTEST:	_____
	_____
	(Business Address)(Affix Corporate SEAL)
	BY_____
	Telephone Number:_____

CERTIFICATES AS TO CORPORATE PRINCIPAL

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

_____
(TITLE)

DATE_____ _____
(AFFIX CORPORATE SEAL)

Telephone Number:_____

The rate of premium on this bond is _____ per thousand. Total amount of premium charge $_____.
(The above must be filled in by corporate surety.) (Power-of-Attorney of person signing for surety company must be attached.)

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____

Contractor _____

I, _____ do hereby state:
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance (Form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and/or Services
(Other than Professional Services)

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 and any extension hereof:

1. **Comprehensive General Liability insurance** policy with limits of not less than Five Hundred Thousand Dollar ($500,000.00) providing additional coverage to all underlying liabilities of County. Policy shall cover, but not be limited to, Bidder's activities in providing the Services for County; all persons, vehicles, equipment connected with providing Services; and theft or loss of Bidder's property.

2. **Automobile liability insurance** policy, covering all owned, non-owned or hired/leased automobiles, 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 auto liability limits set forth immediately above;

4. **Workers Compensation Insurance**: 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. Workers Compensation policies must include other States Endorsement to include TEXAS if the business is domiciled outside the State of Texas.

- *Bidder shall obtain and maintain any and all other insurances which may be necessary in providing the good/service applicable to this procurement or are otherwise required by law.*
- *Any and all insurance policies shall be in amounts prescribed by law or otherwise specified by the County, but in no event less than the minimum amounts prescribed by law.*

Additional Insurance Requirements:

a. Bidder shall furnish to County certificate(s) of insurance, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect.
b. Certificates of insurance shall be submitted to County for approval prior to any services being performed by Bidder.
c. **Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).**

d. For each policy, except Workers' Compensation, Bidder shall name the County as an additional insured.
e. 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.
f. 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 of 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.
g. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.
h. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.
i. Insurance policies shall be obtained at Bidder's sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.
j. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.
k. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.
l. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.
m. Bidder shall make any other insurance documentation available to County upon request.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirements Acknowledgment

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

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

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department 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 Purchasing Department's Contract Managers 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 Purchasing Department's Contract Managers 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. Bond (if applicable)_____
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 (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CIQ

Conflict of Interest

Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Exhibit "E"

Vendor/Bidder Application
W9
HUB/DBE

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: vendor.application@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): ____ **Individual** ____ **Partnership** ____ **Corporation** ____ **Non-Profit** ____ **LLC** ____ **Sole Proprietor** ____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other**:

Type of Business (check one): ____ **Manufacturer** ____ **Wholesaler** ____ **Retailer** ____ **Broker** ____ **Distributor** ____ **Service Organization** ____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

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

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

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:

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	**Signature of U.S. person** ►	**Date** ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester,* later, 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 SSA office or get this form online at *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* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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 item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] 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,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Exhibit "F"

Certification Regarding Debarment

Certification
Regarding Debarment, Suspension Ineligibility

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

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

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

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

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

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

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

Exhibit "G"

Title VI Appendices

"A" thru "E"

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants)will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the **COUNTY OF HIDALGO** will accept title to the lands and maintain the project constructed thereon in accordance with all applicable federal statutes, the Regulations for the Administration of all Department of Transportation programs, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the **COUNTY OF HIDALGO** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit 1 attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **COUNTY OF HIDALGO** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the **COUNTY OF HIDALGO**, its successors and assigns.

The **COUNTY OF HIDALGO**, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over ,or under such lands hereby conveyed [,] [and]* (2) that the **COUNTY OF HIDALGO** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land ,and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitted, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended)such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the **COUNTY OF HIDALGO** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **COUNTY OF HIDALGO** pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color ,or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said(license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, **COUNTY OF HIDALGO** will there upon revert to and vest in and become the absolute property of **COUNTY OF HIDALGO** and its assigns.*

(*Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of1970, (42U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23U.S.C. § 324et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49CFRPart 27;
- The Age Discrimination Act of 1975, as amended,(42U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49U.S.C. § 4 71, Section 4 7123),as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987,(PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189)as implemented by Department of Transportation regulations at 49C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

EXHIBIT “H”

(IF APPLICABLE)

2 C.F.R. § 200.326 & 2 C.F.R. Part 200, Appendix II, Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards

&

Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards with the Federal Emergency Management Agency (FEMA)

2 C.F.R. § 200.326 & 2 C.F.R. Part 200, Appendix II, Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.326 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding.

As a non-Federal entity, the County of Hidalgo's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the County of Hidalgo for any contract resulting from this procurement process.

1. **Remedies**.

   a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.

   b. Standard. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

   c. Statement. Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

2. **Termination for Cause and Convenience**.

a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. All contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.

c. Statement. *Termination*. County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the County of Hidalgo's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Hidalgo shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon County shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to County for all costs incurred by County in completing or procuring the completion of performance in excess of the contract price herein specified. The County's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

3. **Equal Employment Opportunity**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

c. Key Definitions:

(1) *Federally Assisted Construction Contract*. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) *Construction Work*. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

d. Statement: Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"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 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 considerations 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 with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 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 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. **Davis Bacon Act and Copeland Anti-Kickback Act**.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program**.

b. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding City.

In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by

Department of Labor regulations at 29 C.F.R. 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). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity.

c. Statement. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) *Contractor*. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, 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 of these contract clauses.

(3) *Breach*. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. **Contract Work Hours and Safety Standards Act**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

c. Statement.

"Compliance with the Contract Work Hours and Safety Standards Act.

(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 forty 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 forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section 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 paragraph (1) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages*. The County of Hidalgo 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 contractor, 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 paragraph (2) of this section.

(4) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section 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 paragraphs (1) through (4) of this section."

6. **Rights to Inventions Made Under a Contract or Agreement**.

a. Applicability: Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant

Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of "funding agreement."

b. Standard. If the FEMA or Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. Key Definition: The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. **Clean Air Act and the Federal Water Pollution Control Act**.

a. Applicability and Standard: Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

b. Statement: Included in contracts as provided in section "7a" above.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Hidalgo will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. **Debarment and Suspension**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.
(2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
(3) The contract is for Federally-required audit services.
(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of $25,000.

c. Statement. The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from www.sam.gov in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. **Byrd Anti-Lobbying Amendment**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any City, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

c. Statement. The following statement in bold provides a Byrd Anti-Lobbying contract clause:

(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned Contractor, _____ certifies, to the best of his or her knowledge, that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date"

10. **Procurement of Recovered Materials**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

c. Statement. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(3) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

Additional Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards with the Federal Emergency Management Agency (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.

11. **Changes**.

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

b. Statement. The following provides a contract clause regarding access to records:

> "The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor's true costs for the work and related equipment costs and site expenses."

12. **Access to Records**.

a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

b. Statement. The following provides a contract clause regarding access to records:

> "Access to Records. The following access to records requirements apply to this contract:
>
> (1) The contractor agrees to provide the County of Hidalgo, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
>
> (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
>
> (3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

13. **DHS Seal, Logo, and Flags**.

a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City

officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

> "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre-approval."

14. **Compliance with Federal Law, Regulations, and Executive Orders**.

a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.

b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

> "This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives."

15. **No Obligation by Federal Government**.

a. Standard. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. Statement. The following provides a contract clause regarding no obligation by the Federal Government:

> "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

16. **Program Fraud and False or Fraudulent Statements or Related Acts**.

a. Standard. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Statement. The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

> "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor's Name/Company Name: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Exhibit "I"

FHWA 1273

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. 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 paragraph 1.d. of this section; 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 paragraph 1.b. of this section) 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.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, 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. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer 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 the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, 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.

c. 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.

d. 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.

2. Withholding

The contracting agency 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, the contracting agency may, after written notice to the contractor, 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) 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:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) 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 Regulations, 29 CFR part 3;

(iii) 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.

(3) 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 paragraph 3.b.(2) of this section.

(4) 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.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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

a. Apprentices (programs of the USDOL).

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.

b. Trainees (programs of the USDOL).

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 classification of 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.

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 part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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 shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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 29 CFR 5.5.

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 the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. 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).

b. 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).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. 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 forty 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 forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, 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 paragraph (1.) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency 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 contractor, 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 paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section 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 paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT "J"

PROPOSERS AFFIDAVIT

Exhibit "J"

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or another reward will be hereinafter paid.

(2) Affiant further states they have neither recommended nor suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 2020.

_____

Notary Public

My commission expires: _____, 20____

HIDALGO COUNTY

REQUEST FOR BIDS
"FM 2812-Hidalgo County Head Start Program Parking Lot Improvements"

RFB No.: 2020-608-11-18-ABV

RFB SUBMITTAL CHECK LIST

All forms listed below must be included in the RFB response.
Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 12 of Legal Notice

_____ Bid Form & Bid Sheet

_____ Exhibit "C" -Acknowledgement forms (pages 4 & 5)

_____ Exhibit "D" CIQ Form -Copy of County Clerk File Recording fee receipt. (if applicable)

_____ Exhibit "E" Vendor Bidder Applications, W-9, & HUB/DBE

_____ Exhibit "F" Certification Regarding Debarment

_____ Exhibit "H" Required Contract Clauses for Contracts Under Federal award 2 – CFR 200, Appendix II & FEMA (if applicable)

_____ Exhibit "J" Proposer's Affidavit

_____ Exhibit "K" Prevailing Wage Rates Certification Statement

_____ SAMS.gov Registration Acknowledgement www.sam.gov

_____ One (1) Original (pages one-sided, clearly marked ORIGINAL), One (1) Copy of Bid(s), and two (2) CD/USB in PDF Format (see number 2 of Legal Notice).