HIDALGO COUNTY
PROCUREMENT PACKET

Request for Bid
RFB No: 21-0622-08-31-JDC

"Hidalgo County PCT 3 La Mansion Flat Work Concrete Improvement"

Acceptance Due Date:
Tuesday, August 31, 2021 at 3:30pm

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

Project Contact Information:

Jaime "JD" Cortez, Contract Specialist III
(956) 318-2626 Ext. 4882
Jaime.Cortez@co.hidalgo.tx.us

Engineering Firm Name:

Javier Hinojosa Engineering
416 E. Dove Ave.
McAllen, TX 78504
(956) 668-1588
javier@javierhinojosaeng.com

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

August 14, 2021

_____
Company Name

_____
Authorized Representative

_____
Address

_____
City, State Zip Code

RE: HIDALGO COUNTY - REQUEST FOR BID
RFB NO.: 2021-0622-08-31-JDC
Hidalgo County PCT 3 – La Mansion Flat Work Concrete Improvements

Dear Prospect Offeror:

Hidalgo County Purchasing Department welcomes and appreciates your interest and participation. For your review and consideration, enclosed find the procurement packet for the aforementioned project. Modifications and new requirements have been added and implemented. Please ensure to carefully read and review all instructions, requirements and specifications.

If assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Director
P.P. JD Cortez
Contract Specialist III

NOTICE OF INTENT TO RESPOND

In order for Hidalgo County to assess the potential interest in a solicitation, please check one of the statements below and submit to the Contract Specialist listed below, prior to the deadline of this solicitation. In the event that the Offeror chooses not to submit a response for this solicitation, the Hidalgo County Purchasing Department is interested in the reasons why Vendors have chosen not to participate in order to better serve the taxpayers of Hidalgo County.

Company Name: _____ **Contact Person:** _____
Telephone: _____ **Email:** _____

RE: RFB No. 21-0622-08-31-JDC
Hidalgo County PCT 3 – La Mansion Flat Work Concrete Improvement

Please indicate your reason(s) by checking all applicable items and return this form to the address shown below.

- ☐ We intent to respond to this solicitation.
- ☐ We decline to respond to this solicitation because:
  - ☐ Could not meet specifications.
  - ☐ Items or materials requested not manufactured by us.
  - ☐ Items or materials requested not available to our company.
  - ☐ Insurance requirements are too restricting.
  - ☐ Bond requirements are too restricting.
  - ☐ The scope of services are not clearly understood or applicable (too vague, too rigid, etc.).
  - ☐ The project is not suited to our organization.
  - ☐ Quantities are too small.
  - ☐ Insufficient time allowed for preparation of response.
  - ☐ Other (please specify): _____
    _____
    _____

Please send your response to:

Via Postal Mail:
Hidalgo County Purchasing Department
ATTN: JD Cortez
2802 S. BUS HWY 281
Edinburg, TX 78539

Via e-mail:
TO: JD Cortez, Contract Specialist III,
Jaime.Cortez@co.hidalgo.tx.us

TABLE OF CONTENTS

This procurement packet includes the components marked below. If the item is not checked, it is not applicable to this solicitation. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to this procurement packet before submitting a response.

X		Procurement Overview.....	x
X		Legal Notice.....	x
X		Appendices:	
X	A	Requirements/Specifications.....	x
X	B	Bid Page.....	x
X	C	Insurance Requirements.....	x
X	D	Conflict of Interest Questionnaire (CIQ).....	x
X	E	Vendor Enrollment Solution and HUB Declaration.....	x
X	F	Certification Regarding Debarment.....	x
X	G	Title VI Appendices "A" through "E".....	x
	H	Required Contract Clauses for Contracts Under Federal Award.....	x
	I	FHWA 1273.....	x
X	J	Respondent's Affidavit.....	x
X	K	Draft Agreement.....	x
X	L	Deficiencies and Deviations Form.....	x
X	M	Reference Form.....	x
X	N	Shipping Label.....	x

PROCUREMENT OVERVIEW

PROCUREMENT OVERVIEW

THE RESPONDENT IS RESPONSIBLE FOR READING AND UNDERSTANDING ALL DOCUMENTS, FORMS, SPECIFICATIONS, AND INSTRUCTIONS WITHIN THIS ENTIRE DOCUMENT. Follow all instructions; you are responsible for obtaining any information needed in order to respond to this RFB. Further, the Respondent is responsible for providing any and all relevant information necessary for this proposal. Failure to do so will be at the Respondent's risk, and may result in rejection of the Proposal as non-conforming.

General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN.

PROJECT INTRODUCTION

Hidalgo County (hereinafter referred to as "**COUNTY**") is seeking qualified respondents interested in providing Flat Work Concrete Improvements to PCT 3. Qualified Respondents shall provide services on an "As Needed Basis" at specified jobsite(s). Sealed Proposals will be received for **"Hidalgo County PCT 3 - La Mansion Flat Work Concrete Improvements"**, in accordance with the requirements attached hereto as **Appendix "A"**. The response should address all requirements. Respondent may suggest substitutions of features which they feel would be in the best interest of COUNTY; however, a strong rationale must be presented for any deviation from the requirements to be included on the Deficiencies and Deviations form Appendix "L" - "DEFICIENCIES AND DEVIATIONS FORM". COUNTY reserves the right to reject the deviation and its effect on the overall qualification.

AWARD

It is the intent of Hidalgo County to award the project to a sole bidder. However, Hidalgo County reserves the right the award multiple bidders, at its sole discretion.

No award can be made until approved by Hidalgo County Commissioners Court. This RFB does not obligate Hidalgo County to the eventual procurement of any product and/or services described, implied, or which may be proposed. Progress towards this end is solely at the discretion of Hidalgo County, and may be terminated at any time prior to execution of a contract.

TERM

Contract term will be 45 consecutive working days after issuance of the formal "Notice to Proceed" from Hidalgo County; thereafter, Contractor will be subject to liquidated damages, in the sum of $200.00 for each consecutive calendar day until the project is complete.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at the time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **The timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (*10*) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such a request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (*25*%) of the original contract price during the contract term.

NOTICE OF COMMUNICATION

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 this procurement packet 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.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the submitter to review the procurement packet and to notify the Hidalgo County Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition, or clarification on any requirements that are ambiguous. Any such protest or question regarding the requirements or bidders procedures must be received in writing via email by the deadline stated for Questions and Answers.

WAIVING OF INFORMALITIES

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBMISSION REQUIREMENTS

One (*1*) original and **two (2) USBs** in **original PDF** format. Further instructions listed below under **VENDOR INSTRUCTIONS**. For convenience, the Offeror may utilize the Shipping Label provided in **Appendix "N"**.

SIGNING OF SUBMISSION

In order to be considered, all submittals **must** be signed by an authorized representative of the firm. **Please sign the original in blue ink and ensure the copy is clearly labeled**.

QUESTIONS AND ANSWERS

Questions must be submitted via email to jaime.cortez@co.hidalgo.tx.us by **Tuesday, August 24, 2021 at 5:00 P.M**. Responses to submitted questions will be emailed to all participants who obtained their procurement packet directly from Hidalgo County Purchasing Department by **Thursday, August 26, 2021**. Telephone inquiries will not be accepted.

DELIVER TO:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Director
ATTN: JD Cortez
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Director
ATTN: JD Cortez
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

HAND DELIVERED BIDS

Hidalgo County requires submitters, when hand delivering bids, to make sure that it is stamped with date and time by the Hidalgo County Purchasing staff.

ELECTRONIC TRANSMISSION OF SUBMISSION

Hidalgo County Purchasing Department will not accept telegraphic or electronically transmitted submissions.

SUBMISSION DEADLINE AND BID OPENINIG

All submissions must be received on or before Tuesday, August 31, 2021 at 3:30pm. **Any submission received after this deadline will not be accepted and will be returned to sender at Sender's expense.**

SCHEDULED VIDEO CONFERENCES

Due to the ongoing pandemic, and in order to abide with social distancing protocols and/or any applicable order(s), the Hidalgo County Purchasing Department is limiting the number of participants allowed in our office during bid openings and pre-proposal conferences to authorized personnel only; however, both events are public and it can be accessed via a live stream or by calling in the day of the event with the details to the respective scheduled event below:

PRE-BID CONFERENCE - Monday, August 23, 2021, 3:30pm (via Google Meets)
IT IS HIGHLY RECOMMENDED THAT ALL PROPOSERS ATTEND THE PRE-PROPOSAL CONFERENCE. Firms may ask questions about the Request for Proposal process during this conference. Questions and answers will be made in the presence of all attendees. If a question cannot be answered during the conference, answers will be provided via written addendum. Link to the Pre-Proposal meeting be below:

URL: meet.google.com/zde-hfsz-fuc
Phone: +1 401-684-3307
Pin: 372 868 066#

Please advise who will be attending the pre-proposal conference by providing the name of the proposer and the number of attendees via email to jaime.cortez@co.hidalgo.tx.us by 9:00 am on Monday, August 28, 2021.

BID OPENING STREAMING - Tuesday, August 31, 2021, 9:30am (via Zoom)

Live stream:
https://hidalgocounty.zoom.us/j/96464676754?pwd=K1hiY3YxN0xPem5pd2xZazYzWHF4UT09
Meeting ID: 964 6467 6754
Passcode: 545411

Dial by your location: +1 346 248 7799 US (Houston)
To find your local number: https://hidalgocounty.zoom.us/u/abObUBYixl
Join by SIP: 96464676754@zoomcrc.com

COST OF SUBMISSION

Each Offeror acknowledges it is submitting a response at their own risk and expense. Hidalgo County will not be liable for any costs incurred by the Offeror in preparing a response to this procurement packet. Further, no reimbursement for such charges or expenses shall be passed onto Hidalgo County. Hidalgo County makes no guarantee that any products or services will be purchased as a result of this solicitation, and reserves the right to reject any and all submissions received. All responses and accompanying documentation will become the property of Hidalgo County. All responses are open to negotiation.

VENDOR INSTRUCTIONS

Responses to this procurement packet shall be formatted and organized in the following order for consistency and uniformity while being reviewed:

- All submissions must be typed, single spaced, and printed single-sided on 8 ½" by 11" paper.
- One (1) original, **clearly marked "ORIGINAL"** and two (2) USBs in PDF format.
- Original document must be submitted in a three-ring, loose-leaf binder in the order listed and including all the information/sections listed in the Submission Outline/Checklist.
- The binder must be in the order listed on the Submission Outline/Checklist below.
- Each section of the vendor's response should start on a new page. **A tabbed divider should be used to separate each section.**

- Two (2) USBs containing the complete response in original PDF, Word, and/or Excel format shall be included.
- The USB copies shall include copies of the signed documents.
- Each USB shall be properly labeled. A self-adhesive packet may be used to secure the USBs to the binder.
- The complete response must be sealed in an appropriately sized envelope or box for delivery to the Hidalgo County Purchasing Department, per instructions contained within this procurement packet.
- All submissions shall be labeled with the Offeror's name and the RFB number as expressed on the Shipping Label – Appendix "N". Any response received by the Hidalgo County Purchasing Department that is not properly identified on the outside with the RFB number will be at risk for rejection.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

SUBMISSION OUTLINE/CHECKLIST

To assist in ensuring all submissions received are complete, it is recommended for the Offeror to use this Submission Outline as a Checklist prior to submitting a response. All Responses must be submitted in the following order with the guidelines provided in Vendor Instructions within this section of this solicitation:

_____ **Submission Cover Sheet** - Must include the following:

- Company Name, Company Address, Company Phone Number
- Project Name: "Hidalgo County PCT 3 – La Mansion Flat Work Concrete Improvements"
- Procurement Number: RFB No. 2021-0621-08-31-JDC
- Opening Date: Tuesday, August 31, 2021
- Opening Time: 3:30pm

Table of Contents

Section I: Executive Summary and Required Documents (signed and filled)

_____ • Executive Summary
  - o Company name and address; name, title, email, telephone and fax number of person(s) to be contacted for clarifications or additional information regarding Bid;
  - o Name, title, email, telephone and fax number of person(s) authorized to contractually obligate vendor's company with bid and any future negotiations

• Required Documents

_____ o Legal Notice Acknowledgement
_____ o Appendix "A" – Requirements/Specifications
_____ o Appendix "B" – Bid Page
_____ o Appendix "C" – Insurance Requirements
  - o Proof of Insurance
  - o Insurance Requirement Acknowledgement
  - o Project Requirements Acknowledgement

_____ o Appendix "D" – Conflict of Interest Questionnaire
  - o CIQ Form – Copy of County Clerk File with fee receipt (when applicable)

_____ o Appendix "E" – Enrollment Solution and HUB Declaration
  - o Vendor Application (submit online)
  - o HUB Declaration

_____ o Appendix "F" – Debarment Certification
  - o Signed Certification
  - o SAM.gov Registration Acknowledgement

_____ o Appendix "J" – Respondent's Affidavit
_____ o Appendix "L"- Deficiencies and Deviations form (If Applicable)
_____ o Appendix "M"- (If Applicable)
_____ o Addenda (when applicable; see Addenda under Legal Notice)

LEGAL NOTICE

LEGAL NOTICE

These General Provisions are considered standard language for an Offeror (hereinafter referred to as "Offeror", "Vendor", "Respondent", or "Contractor") submitting a response for a Request for Bids, Proposals, Qualifications or other solicitation (hereinafter referred to as "Procurement Packet") made by the County of Hidalgo (hereinafter referred to as "Hidalgo County" and "County").

It is the Offeror's sole responsibility to be in compliance of all federal, state, and local laws, requirements, rules, codes, ordinances, and regulations applicable to their proposed goods and/or services. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall procurement packet, Hidalgo County's interpretation shall govern.

The following is a link to all adopted Hidalgo County policies (https://www.hidalgocounty.us/805/County-Administrative-Policies), which for all purposes, when applicable whether specified explicitly, is incorporated by reference as part of this procurement packet and any resulting agreement.

1. **ACCEPTANCE OF SUBMISSION.** Receipt of the submission shall under no circumstance obligate Hidalgo County to accept the response, or make an award. The Offeror is responsible for obtaining any information needed in order to respond and for all costs of submitting its response. An Offeror's submitted response is to remain firm for a minimum of ninety (90) days after opening.

2. **ACCESS TO RECORDS.** In special circumstances, Vendor may be required to allow duly authorized representatives of Hidalgo County, or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by Vendor. Vendor must keep records within Hidalgo County or note in their submission that records will be available within the boundaries of Hidalgo County to those representatives within one (1) business day of request by the County.

3. **ACCOUNT CREATION FOR PAYMENT.** Upon award and prior to execution of a contract, Offeror shall cooperate with and submit any required information to the Hidalgo County Auditor's Office in order to establish an account with the County for payment, including information requested on the Vendor Application, **Appendix "E"** on this procurement packet. This information must be on file with the Hidalgo County Purchasing Department and the Hidalgo County Auditor's Office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

4. **ADDENDA.** When specifications interpretations, amendments, corrections or changes are revised, the Hidalgo County Purchasing Department will issue an Addendum addressing the nature of the change. All released Addenda will be e-mailed to all point of contact(s) who are known to have received or requested a copy of the procurement packet directly from the Hidalgo County Purchasing Department. Offeror must **sign in blue ink and include it in the returned submission package.**

5. **ASSIGNMENT.** The successful Offeror shall not assign, sell, transfer, convey, or otherwise transfer its rights under any awarded contract, in whole or in part, without the prior written consent of County of Hidalgo County Commissioners Court or other applicable governing body.

6. **AWARD.** Hidalgo County reserves the right to award this contract on the basis determined on the Procurement Overview, and when applicable, listed on **Appendix "B"**, in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one Offeror, and to reject any or all submissions received. After Hidalgo County Commissioners' Court approves an award, and the awarded Contractor defaults in meeting the general requirements and/or specifications in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s) and/or qualified Offeror(s). In such event, Hidalgo County shall charge the Awarded Vendor the difference for any additional cost of such item. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

In the event the lowest dollar Offeror meeting specifications is not awarded a contract, the Offeror may appear before the Commissioners Court, or other applicable governing body and present evidence concerning their responsibility after officially notifying in writing via email **and** certified mail to the Hidalgo County Purchasing Director, 2802 S. BUS HWY 281, Edinburg, TX 78539, (956) 318-2626, martha.salazar@co.hidalgo.tx.us; "Carbon Copy:" and "Attention To:" the Contract Specialist listed on the cover page of this procurement packet of their intent to appear.

7. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.** The 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. The Offeror shall follow all federal, state, and local laws, requirements, rules, codes, ordinances, regulations and Hidalgo County Policy & Procedures applicable to their proposed goods and/or services, including, but not limited to those addressed within this procurement packet, the resulting agreement and the following:

7.1 Attestation Terrorist Organizations - TEX. GOVT. CODE CH. 2252. Pursuant to the Texas Government Code, including but not limited to Chapter's 2252, 806 and 807, the Offeror warrants, represents, certifies and attests that, by submitting a response to this procurement packet and/or at the time of execution of this Contract, Agreement, or supplemental agreement thereafter, neither the Offeror, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist or (ii) is a company listed by the Texas Comptroller of Public Accounts.

7.2 Breach of Ethics. 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.

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 response to a request 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.

7.3 Bonds. If this procurement packet requires submission of bid bond or proposal guarantee, and performance and payment bonds, an explanation of these requirements will be detailed on the Projects Requirements Acknowledgement listed in **Appendix "C"**. Responses submitted without the required bond or cashier's checks may be deemed unresponsive, thus disqualified from participation.

7.4 Boycott Israel Verification - TEX. GOVT. CODE 2270. In accordance with the Texas Government Code, including but not limited to Chapters 2270 and 808, a company, other than a sole proprietorship, with ten or more full time employees is required to certify in writing that it does not boycott Israel and will not boycott Israel during the term of the Contract, if the Contract has a value of $100,000 or more.

7.5 Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion. The Offeror warrants and represents by execution of an award from their response to this procurement packet that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, or state assistance, as described under Executive Order 12549, "Debarment and

Suspension." The Offeror agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under any subsequent Contract or Agreement arising from this award. The Offeror also acknowledges that it is their sole responsibility to immediately notify Hidalgo County, in writing, if they or a subcontractor is not in compliance with Executive Order 12549 during the term of this contract. Further, Offeror agrees to refund Hidalgo County for any payments made to the contractor while ineligible. Pursuant to federal regulation 45 CFR Part 76, the Offeror is required to furnish a certification or acknowledgement stating that they are free from suspension and debarment through registration on System for Award Management at www.sam.gov with their response.

7.6 Davis-Bacon Act/Hidalgo County Adopted Prevailing Wage Rate. When applicable, in accordance with Texas Government Code, Chapter 2258, as well as any other applicable laws, any Contractor or Subcontractor performing contracts in excess of $2,000, for the construction, alteration, or repair (including painting and decorating) of public buildings or public works must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area as per the Davis Bacon Act or the rates adopted by Hidalgo County.

7.7 Disclosure of Conflict of Interest.

7.7.1 As an Offeror. Pursuant to Texas Local Government Code, Chapter 176, an Offeror must disclose an interest between the Offeror, the Offeror's employees and any Hidalgo County employees arising from relationships within the first degree of consanguinity or affinity. A financial interest arises if the County's elected official, department head, or employee, or a member of their family, received any gifts valued in excess of $250 during the preceding twelve (12) month period, or employment of any County's elected official, department head, or employee, or the County official's family member.

The Offeror shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any County employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

7.7.2 Certificate of Interested Parties (Form 1295). Hidalgo County cannot enter into a contract until Form 1295 is submitted, as Texas law, including, but not limited to Tex. Govt. Code Ch. 2252, Title 1 Tex. Ethics Comm. Rules – Title 1, sec. 46 and the Tex. Admin. Code, requires all parties who enter into any contract with the County which must be approved by its governing body, (hereinafter referred to as "Commissioners Court") to disclose all interested parties. Form 1295 must be completed in its entirety through the Texas Ethics Commission at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to awarding the Contract. Failure to do so may result in delay of award, or deem your response unresponsive, thus disqualified from participation.

7.7.3 Collusion. The Offeror affirms that by responding to any solicitation made by Hidalgo County, it has not communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business. Any or all responses may be rejected if the County believes that collusion exists among the Offerors, and/or the County believes prices provided by the Offerors are inappropriately unbalanced. Respondent's Affidavit **(Appendix "J")** must be included in the response.

7.7.4 Consultants Excluded from Competition. An outside Consultant or Contractor is prohibited from submitting a response for goods or services requested on a Hidalgo County project of which the Consultant or Contractor was a designer or other previous contributor, assisted in developing or drafting specifications, requirements, statements of work, or requests for goods and/or services must be excluded from competing for such procurements. If such, a Consultant or Contractor submits a response, that response shall be prohibited, and disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Hidalgo County.

7.7.5 Disclosure of Interested Parties (Form CIQ). Offeror must fully disclose the existence

of any relationships as defined above in its response to this procurement packet. The Conflict of Interest Questionnaire (CIQ), attached hereto as **Appendix "D"**, must be filed with the Hidalgo County Clerk, located inside the Hidalgo County Courthouse, at 100 N. Closner, Edinburg, TX 78539 no later than the seventh business day after the date the person becomes aware of facts that require the statement to be filed. **Completion and submission of Form CIQ is the sole responsibility of the Offeror.** Additionally, the Offeror must immediately notify Hidalgo County if the information provided in its response changes at any time.

7.7.6 Disclosure to Report Lobbying. When applicable, pursuant to 31 U.S.C.A. §1352 (2003), if at any time during the contract term funding to Contractor exceeds $100,000.00, Contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying" as detailed in **Appendix "H"**.

7.8 Disqualification of Offeror. By submitting a response to this request, an Offeror offering to sell supplies, materials, services, or equipment to Hidalgo County certifies that the Offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws. If multiple submissions are made by an Offeror and after they are opened, the Offeror requests to withdraw one of the submissions is requested to be withdrawn, the result will be that all of the responses submitted by that Offeror will be withdrawn; however, nothing herein prohibits an Offeror from submitting multiple responses for different products or services.

7.9 Ethical Business Practices. Hidalgo County operates its business ethically and in compliance with the law. We ask that any Offeror, their representative, and/or employee doing business with Hidalgo County, who believes they have witnessed any suspected ethical violation or fraud immediately report the allegations to the Hidalgo County Purchasing Director, 2802 S. BUS HWY 281, Edinburg, TX 78539, (956) 318-2626, martha.salazar@co.hidalgo.tx.us.

Hidalgo County Purchasing Department will conduct a prompt and thorough investigation. At the conclusion of the investigation, Hidalgo County Purchasing Department will refer any suspected criminal activity to the Hidalgo County District Attorney or other appropriate law enforcement agency. Any Offeror who reports suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any offeror for reporting suspected ethical violations or fraud is strictly prohibited.

7.10 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 as listed in **Appendix "E"**.

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.
f. 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.

When procurement is related to road construction projects with the Texas Department of Transportation (TxDOT), all respondents must submit their HUB/DBE plans as part of their submission to be qualified to participate.

7.11 Fair Wages. The Offeror warrants and represents that it will pay all its workers all monies earned by its employees including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al*., as amended; and/or any provisions of the Texas Labor Code Ann., as amended, without cost or expenses to the County.

Awarded Vendors, its officers, agents, and/or employees will not be entitled to any benefits of an employee or elected official of Hidalgo County, including, but not limited to, benefits associated with Hidalgo County's civil service system.

7.12 Independent Contractor. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that the County has no supervision of the performance of the Services provided by Vendor, and that Vendor is an independent contractor under an award through this procurement packet.

7.13 Nondiscrimination. By submitting a response to this procurement packet, the Offeror certifies that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended and related state and federal law.

Offeror, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, disability or any other protected class under law (except as allowed in the case of bona fide occupational qualifications).

7.14 Texas Public Information Act. The Offeror understands and agrees that Hidalgo County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act (the "Act"). Hidalgo County must rely on advice, decisions and opinions of the Attorney General of the State of Texas relative to the disclosure of data or information. Submissions will be kept confidential in accordance with the Act and applicable law, and submissions are subject to inclusion into the public record after award. To the extent permitted by law, Offeror may request in writing non-disclosure of any information that it considers to be confidential, proprietary, and/or trade secret in its submission. Such data shall accompany the submission, be readily separable from the response, and shall be CLEARLY MARKED "**CONFIDENTIAL, PROPRIETARY and/or TRADE SECRET"**. Hidalgo County will make reasonable efforts to provide Offeror notice in accordance with the Act in the event the County receives a request for information under the Act for information that the Offeror has marked as indicated above. E-mail addresses provided by Offeror to the County as part of its response to this procurement packet are not confidential. Additionally, Offeror provides its affirmative consent to the disclosure of its e-mail addresses, including from its employees, officers, and agents acting on its behalf, that are provided to Hidalgo County. This consent shall survive termination of this agreement and apply to any e-mail address provided in any form for any reason whether related to this procurement packet or otherwise.

7.15 Title VI Notice. 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. Further, Title VI has been broadened by related statutes, regulations and executive orders as found in Appendices "A" through "E" as attached hereto as **Appendix "G"**. Offeror agrees to comply with Title VI as may be required.

8. **CONTRACT OBLIGATION.** Hidalgo County Commissioners Court must award the contract and the County Judge must sign the contract before it becomes binding on Hidalgo County or the Offeror. Elected officials, department heads, other County employees or representatives are NOT authorized to sign agreements for Hidalgo County, unless prior authorization is approved by the Hidalgo County Commissioners Court, or respective governing body. Binding agreements shall remain in effect until all products and/or services covered by this procurement packet have been satisfactorily delivered and accepted.

9. **CONTRACT RENEWALS.** Any extension or renewal of the agreement entered into by the parties are made at the County's sole discretion and under the same rates, terms and conditions as the initial agreement, or as amended.

10. **CONTRACT TRANSITION (Grace Period).** In the event services end by either contract expiration or termination, it shall be required that the successful respondent continue services if requested by the Hidalgo County Purchasing Department, until new services can be completely operational. The successful respondent acknowledges its responsibility to cooperate fully with the replacement vendor and Hidalgo County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than sixty (60) days beyond the expiration/termination date of the contract, or any extension thereof. The successful respondent shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Hidalgo County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

11. **COST OF GOODS AND SERVICES.** Discount payments will be considered when offered. If during the life of any contract, or response awarded, the successful respondent'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 Hidalgo County. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

12. **COUNTY APPROVED HOLIDAYS.** There are fourteen (14) County approved holidays. The Offeror is advised that official County business will not be conducted on the dates listed below:

~~New Year's Day~~	~~Friday, January 01, 2021~~
~~Martin Luther King Day~~	~~Monday, January 18, 2021~~
~~President's Day~~	~~Monday, February 15, 2021~~
~~Good Friday~~	~~Friday, April 02, 2021~~
~~Memorial Day~~	~~Monday, May 31, 2021~~
~~Independence Day~~	~~Monday, July 05, 2021~~
Labor Day	Monday, September 06, 2021
Columbus' Day	Monday, October 11, 2021
Veterans' Day	Thursday, November 11, 2021
Thanksgiving	Thursday/Friday, November 25-26, 2021
Christmas	Thursday/Friday, December 23-24, 2021
New Year's Eve	Friday, December 31, 2021

13. **EVALUATION.** Evaluation shall be used as a determinant as to which proposed items or services are the most efficient and/or most economical for the County, considering all factors which have a bearing on price and performance of the items in the user department's environment. All submissions, except for Requests for Bids, may be subject to negotiations by the Hidalgo County Purchasing Department, or authorized Hidalgo County representative as approved by Hidalgo County Commissioners Court, with recommendation to the appropriate governing body. Compliance with all requirements, delivery and needs of the user department are considerations in evaluating the responses received. **Pricing is NOT the only criteria for making a recommendation**. A preliminary evaluation by Hidalgo County will be held and appropriate responses will be subjected to the negotiating process and a request for a Best and Final Offer. Upon completion of the negotiations, Hidalgo County will make an award. All responses that have been submitted shall be available and open for public record after the contract is awarded, except for trade secrets or confidential information contained in the responses and

identified as such.

Hidalgo County reserves the right to refuse and reject any or all submissions and to waive any or all formalities or technicalities, or to the qualifications considered the best and most advantageous to Hidalgo County. Additionally, Hidalgo County reserves the right to separate and accept or eliminate any item(s) listed under this procurement packet that it deems necessary to accommodate budgetary or operational requirements.

14. FISCAL FUNDING. Hidalgo County has the discretion to utilize grant funding or general funding, however, should grant funding be utilized "Grant Funding" rules will apply. The award of a contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year. Additionally, should funds not be appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds.

14.1 General Funding. A multi-year lease or lease/purchase arrangement, or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. Funds for this procurement have been provided through the County budget for this fiscal year only. Hidalgo County, on an annual basis and at their discretion, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County are insufficient to meet the liabilities of said contract. After expiration of the lease, leased equipment shall be removed by the Vendor from the user department without penalty of any kind or form to Hidalgo County. All charges and physical activity related to delivery, installation, removal and re-delivery shall be the responsibility of the Vendor.

14.2 Grant Funding. Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding, and the Offeror understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the contract shall be null and void.

Additionally, County contracts subject to assistance from the Federal Emergency Management Agency (FEMA), require inclusion of the contract terms found in **Appendix "H"**. It is the County's intention to comply with FEMA requirements; therefore, any conflict in terms should be resolved as such.

15. FORCE MAJEURE. If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibility under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Force Majeure claimed, but for no longer period. Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

16. GOVERNING LAW. This procurement packet is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.,* as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and venue shall be performable in a federal or state court or competent jurisdiction in Hidalgo County, Texas. Hidalgo County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Hidalgo County District Attorney concerning any portion of these requirements. The County does not agree to binding arbitration and does not waive its right to a jury trial.

17. HIPAA COMPLIANCE. When applicable, the Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE

ANN. §§81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

18. **INDEMNIFICATION. The successful Offeror, shall indemnify, defend, save, and hold Hidalgo County, all its elected officials, officers, agents and employees harmless 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 directly or indirectly from contractor's performance on account of any negligent act or fault of the successful Offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from 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 Offeror shall pay any judgment with costs which may be obtained against the County growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County by counsel reasonably acceptable to the County. The Successful Offeror 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 Offeror.**

19. **INSPECTIONS & TESTING.** Hidalgo County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the user department. If an Offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the response as inadequate.

    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 procurement packet shall be subject to the County's approval. Items found to be defective or not meeting specifications shall be replaced by the successful Offeror within two (*2*) business days at no expense to the County. Items that are not picked up within one (*1*) week after notification shall be deemed a donation to the County and may be used or disposed of at the County's discretion, without waiver of any other rights of the County as to the items' nonconformity.

20. **INSURANCE.** Contractor shall procure and maintain, with respect to the subject matter of this procurement packet, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this procurement packet. Certification of such coverage must be provided to the County as part of this response. (See **Appendix "C": Insurance Requirements**). Prior to award, Hidalgo County must be listed as a Certificate Holder to the policies.

21. **LEGAL DOCUMENTS.** Offeror should submit any agreement for products and/or services which may be required by their organization to enter into a contract with Hidalgo County. The awarded vendor will be required to execute an agreement with Hidalgo County which finalizes the terms and conditions set forth in their response, best and final offer, and any negotiations between the Offeror and Hidalgo County. The agreement is subject to review and amendment by the Hidalgo County District Attorney's Office.

22. **MAINTENANCE.** Maintenance required for equipment proposed should be available in Hidalgo County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on **Appendix "B"**. If Hidalgo County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

23. **MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS.** When applicable, Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The Price Adjustment procedure may be employed to medicate price volatility on a quarterly basis, on the quarter they're being requested for, then return to the original contract price. The Hidalgo County Purchasing Department has sole discretion whether to grant

the price increase extension with provided sufficient evidence of the request. The requested increase cannot exceed twenty-five percent (25%) of the original contract price during the contract term. Lastly, Hidalgo County may at its own discretion, conduct temporary price adjustment reviews at any time.

24. **MATERIAL SAFETY DATA SHEETS.** Under the "Hazardous Communication Act", commonly known as the "Texas Right to Know Act", an Offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Offeror to furnish the required documentation will be cause to reject any response applying thereto.

25. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENTS.** With their submitted response, the Offeror must affirmatively demonstrate their responsibility as listed on **Appendix "A"**. A prospective respondent, by submitting a response, represents to County that it meets the requirements listed.

26. **NAME BRANDS.** Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict or preclude competition in any way, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with Offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

27. **NEW MILLENNIUM COMPLIANCE.** All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

28. **PAYMENT UNDER CONTRACT.** 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.

29. **PERFORMANCE ENFORCEMENT.** Hidalgo County reserves the right to enforce performance of any contract, agreement, supplemental agreement, as amended, or participation in the professional services pool, in any manner prescribed by law or deemed to be in the best interest of the County. Hidalgo County reserves the right to terminate the contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County immediately in the event of breach or default by a successful respondent, including, but not limited to failure to maintain qualifications, meet schedules, pay any required fees or taxes, or otherwise failing to perform in accordance with the requirements of this procurement packet.

30. **POST-AWARD DELIVERY INSTRUCTIONS.** Title and Risk of Loss of goods shall not pass to Hidalgo County until Hidalgo County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the user department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, except on County approved holidays. The Offeror is advised to consult the user department for instructions, and be given at least seventy-two (*72*) hours prior notice of delivery, if applicable, before delivery will be accepted. The place of delivery shall be identified in the Requirements/Specifications attached hereto as **Appendix "A"** of this procurement packet and/or on the Purchase Order as a "Deliver To:" address.

31. **POST-AWARD INVOICES AND PAYMENTS.** Offerors shall submit an original, itemized invoice on company letterhead with their company name and address, detailing the deliverable(s) of goods and/or services provided, the respective price, product code, item number, quantity, etc. per line item, the name of receiving/requesting department or elected office, the delivery address, the awarded vendor's contract number, and issued purchase order number. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the Offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only.

    Deliverables or services will be considered complete only upon written acceptance by Hidalgo County. No charges may be billed to Hidalgo County unless such costs are explicitly included in the agreement or contract. For billing and payment questions please contact the Hidalgo County Auditor's Office, 2808 S. Business Hwy.

281, Edinburg, Texas 78539, (956) 318-2511.

32. **PROCUREMENT PACKET FORM COMPLETION.** Fill out and return to the Hidalgo County Purchasing Department one (1) complete response in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE COMPANY NAME, RETURN ADDRESS, THE RFB, RFP, RFQ, RFP/Q, etc., PROJECT DESCRIPTION, OPENING DATE AND TIME, AND BE MARKED "SEALED PROPOSAL".** For Offeror's convenience, the shipping label on **Appendix "N"** can be used on the submission packet. An authorized representative of the Offeror should sign the Submission Cover Sheet. The contract will be binding only when signed by Hidalgo County, funds are certified by the Hidalgo County Auditor, and an official Hidalgo County Purchase Order is issued by the Hidalgo County Purchasing Department.

33. **PROCUREMENT PACKET SUBMISSION.** Offeror must submit all completed responses to the Hidalgo County Purchasing Department reception desk at 2802 S. BUS. HWY 281, Edinburg, Texas 78539 by the date and time listed under the Submission Deadline and Bid Opening section of the Procurement Overview. Late proposals will not be accepted for any reason.

    33.1 Supplemental Materials. Offerors are responsible for including all pertinent product data in the submitted response to this procurement packet. Literature, brochures, data sheets, specification information, completed forms requested as part of the procurement packet and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Offeror wishes to include as a condition of the submission, must also be in the submitted response. Failure to include all necessary and proper supplemental materials may be cause to reject the entire response.

34. **PROOF OF BUSINESS.** Offeror must have been in business under its current name and in its current form (e.g., proprietorship, Chapter S Corporation). Information to be included as part of the Vendor Application, **Appendix "D"**.

35. **PURCHASE ORDER AND DELIVERY.** The successful Offeror shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by the Hidalgo County Purchasing Director, or an authorized agent of the Hidalgo County Purchasing Department. When applicable, the fastest, most reasonable delivery time shall be indicated by the Offeror in the proper place on **Appendix "B"**. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the user department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Hidalgo County, without prejudice to other remedies provided by law. **Where delivery times are critical, Hidalgo County reserves the right to award accordingly**.

    Goods and/or Services must not be provided and **invoices will not be paid** without a purchase order signed by the Hidalgo County Purchasing Director.

36. **QUALIFICATIONS OF OFFEROR.** Offeror's failure to qualify or maintain qualifications throughout the term of this agreement shall release Hidalgo County from all obligations to the Offeror with regard to the services. In such an event, Hidalgo County may elect to engage another qualified firm or reject all submissions and re-advertise.

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

38. **REFERENCES.** Offeror must provide a total of four (4) references in each response to a solicitation requested by Hidalgo County. **One of the four references listed should be of a project that was canceled.**

Offeror may provide this in form of Reference Letters from other individual(s)/entities or local government entities for whom the Offeror has provided similar services in the past twenty-four (24) months as demonstration of their prior experience, or if Offeror prefers, may utilize the Reference Form **Appendix "M"**. Letters or reference sheet must include the following information:

- Organization/Client Name/Government Entity (Include population of any local governmental entity – some procurements may require a specific population).
- Name of Contact Person
- Contact Telephone, Address and Email
- Name of Project
- Scope of Work
- Contract Period
- Budget Project Amount; Actual Project Amount
- Expected project timeframe; actual project time frame
- Include contact information for one (1) client that services have been canceled, and a description of why the project was canceled.

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

Regardless of how an Offeror requested or received a copy of this procurement packet to prepare a response, **the response must be submitted in hard copy** according to the instructions contained in this procurement packet.

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

41. SILENCE OF SPECIFICATIONS. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

42. SUBCONTRACTING. Vendor may not subcontract services to another firm without prior written request detailing goods and/or services that are to be subcontracted, and approval of said written request by Hidalgo County Commissioners Court, or applicable governing body.

43. TAXES. Hidalgo County is exempt from all federal excise, state and local taxes unless, otherwise stated in this document. Hidalgo County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Offerors are not to include tax in any cost figures (including in any supplemental project specific contracts applicable to pools). If it is determined that tax was included in the cost figure it will not be included in the tabulation of any supplemental project specific awards. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Hidalgo County Purchasing Department, and signed by the Agent, or authorized Purchasing Department representative.

44. TERM OF CONTRACTS. If the contract is intended to cover a specific time period, the term will be p in the Requirements/Specifications. Participation in the Professional Services Pool will be in effect until (*a*) the term expires, or (*b*) participation is terminated by County with thirty (*30*) days written notice prior to cancellation with

or without cause. 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 the County with thirty (*30*) days written notice prior to cancellation with or without cause, unless otherwise stated in the executed agreement.

45. **TERMINATION.** Hidalgo County reserves the right to terminate the contract for default if Offeror breaches any of the terms therein, including warranties of Offeror or if the Offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Hidalgo County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Hidalgo County's satisfaction and/or to meet all other obligations and requirements. Hidalgo County may terminate the contract without cause upon thirty (30) days written notice, unless otherwise stated in the executed agreement.

46. **TERMINATION FOR HEALTH AND SAFETY VIOLATIONS.** Hidalgo County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

47. **USAGE REPORTS.** Hidalgo County reserves the right to request, and receive at no additional cost during the yearly contract period, a usage report detailing the services furnished to date under an agreement resulting from this procurement packet. The reports must be furnished no later than five (5) business days after written request and itemize all purchases to date by Hidalgo County department, description of each service purchased, quantity of each service purchased, per unit cost and total amount of all services purchased.

48. **WAIVER OF SUBROGATION.** Offeror and Offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Hidalgo County as an indirect party to any suit arising out of personal or property damages resulting from Offeror's performance under any award resulting from award from this procurement packet.

49. **WARRANTIES.** Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the response to this procurement packet. Offeror may not limit or exclude any implied warranties. Further, Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Hidalgo County may return the product for correction or replacement at the Offeror's expense. If Offeror fails to make the appropriate correction within a reasonable time, Hidalgo County may correct at the Offeror's expense.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

LEGAL NOTICE DECLARATION

TO: Martha L. Salazar, CPPB, Purchasing Director
ATTN: JD Cortez, Contract Specialist III
Hidalgo County Administration Building/Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: RFB No. 21-0622-08-31-JDC

By providing a response to this solicitation, we acknowledge receipt of all of the pages of in this procurement packet. We understand that Hidalgo County reserves the right to reject any or all submissions, and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

We acknowledge that we have examined this procurement packet in its entirety, and are familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States, State of Texas, and local laws, we propose and commit to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. We, the undersigned respondent, further agree, upon acceptance of its response to be a member of the Pools of Professional Services and further execute supplemental project-specific contracts with the County as needed. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with any federal, state or local laws.

We acknowledge that we are providing the required certifications, attestations, verifications and/or acknowledgments as referenced within this procurement packet. We further acknowledge that any and all specifications, provisions, and attachments of this response are incorporated into and made a part of any resulting agreement.

We agree that this response shall be good, and may not be withdrawn for a period of ninety (90) calendar days after the scheduled bid opening time and date for receiving the requested solicitation, as contained in the Specifications.

Lastly, we understand that any questions regarding compliance should be directed to our firm's legal counsel. We acknowledge that the individual authorized to bind the company is signing this Acknowledgement Form. By signing this Acknowledgement Form we understand we are providing written verification and certification of the aforementioned, and the County cannot execute a contract for goods or services without this declaration.

Respectfully submitted,

Firm: _____

Address: _____

Printed Name: _____

Title: _____

Signature: _____ Date: _____

APPENDIX A

REQUIREMENTS/SPECIFICATIONS

TECHNICAL SPECIFICATIONS

SECTION	DESCRIPTION
01005	Definitions & Terminology
01040	Project Administration
01568	Erosion and Sediment Control During Construction
01700	Project Closeout Procedures Specification
02102	Clearing and Grubbing
02210	Grading and Earthwork
02230	Excavation
03300	Cast In Place Concrete
03330	Reinforcing Steel

SECTION 01005 DEFINITIONS AND TERMINOLOGY

PART 1 - GENERAL

1.01 SPECIFICATION TERMINOLOGY

A. “Certified” used in context with materials and equipment means the material and equipment has been tested and found by a nationally recognized testing laboratory to meet specification requirements, or nationally recognized standards if requirements are not specified, and is safe for use in the specified manner. A nationally recognized testing laboratory must periodically inspect production of the equipment and the equipment must bear a label, tag, or other record of certification.

B. “Certified” used in context with labor performance or ability to install materials and equipment means that the abilities of the proposed installer have been tested by a representative of the specified testing agency authorized to issue certificates of competency and has met the prescribed standards for certification.

C. “Certified” used in context with test reports, payment requests or other statements of fact means that the statements made on the document are a true statement as attested to by the certifying entity.

D. “Engineer” shall mean Javier Hinojosa Engineering or their designated representative.

E. ‘Furnish” means to supply, deliver and unload materials and equipment at the project site ready to install.

F. “Indicated” means graphic representations, notes, or schedules on drawings, or other requirements in Contract Documents. Words such as “shown’, “noted’, “scheduled”, are used to help locate the reference. No limitation on the location is intended unless specifically noted.

G. “Install” means the operations at the project site including unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, training and similar operations required to prepare the materials and equipment for use, verify conformance with Contract Documents and prepare for acceptance and operation by the Owner.

H. “Installer” means an entity engaged by Contractor, either as an employee, subcontractor, or sub-subcontractor to install materials and/or equipment. Installers are to have successfully completed a minimum of five projects similar in size and scope to this project, have a minimum of five years of

experience in the installation of similar materials and equipment, and comply with the requirements of the authority having jurisdiction.

I. “Labeled” means equipment that embodies a valid label, symbol, or other identifying mark of a nationally recognized testing laboratory such as Underwriters Laboratories, Inc. and production is periodically inspected in accordance with nationally recognized standards or tests to determine safe use in a specified manner.

J. “Listed” means equipment is included in a list published by a nationally recognized laboratory which makes periodic inspection of production of such equipment and states that such equipment meets nationally recognized standards or has been tested and found safe for use in a specified manner.

K. “Manufacturer” means an entity engaged by Contractor, as a subcontractor, or sub-subcontractor to furnish materials and/or equipment. Manufacturers are to have a minimum of five years experience in the manufacture of materials and equipment similar in size, capacity and scope to the specified materials and equipment.

L. “Perform” means to complete the operations necessary to comply with the Contract Documents.

M. “Owner” means Hidalgo County.

N. “Project site” means the space available to perform the work, either exclusively or in conjunction with others performing construction at the project site.

0. “Provide” means to furnish and install materials and equipment.

P. “Regulations” means laws, statutes, ordinances, and lawful orders issued by authorities having jurisdiction, as well as, rules, conventions, and agreements within the construction industry that control performance of work, whether they are lawfully imposed by authorities having jurisdiction or not.

Q. “Specified” means written representations in the bid documents or the technical specifications.

1.02 SPECIFICATION SENTENCE STRUCTURE

A. Specifications are written in modified brief style. Requirements apply to all work of the same kind, class, and type even though the word “all” is not stated.

B. Simple imperative sentence structure is used which places a verb as the first word in the sentence. It is understood that the words “furnish”, “install”,

"provide", or similar words include the meaning of the phrase "The Contractor shall.' before these words.

C. It is understood that the words "directed", 'designated", requested", 'authorized", "approved", "selected', or similar words include the meaning of the phrase "by the Engineer" after these words unless otherwise stated. Use of these words does not extend the Engineers responsibility for construction supervision or responsibilities beyond those defined in the General Conditions.

D. "At no additional cost to Owner", "with no extra compensation to Contractor", "At Contractor's own expense", or similar words mean that the Contractor will perform or provide specified operation of work without any increase in the Contract Amount. It is understood that the cost for performing all work is included in the amount bid and will be performed at no additional cost to the Owner unless specifically stated otherwise.

1.03 DOCUMENT ORGANIZATION

A. Organization of Contract Documents is not intended to control or to lessen the responsibility of the Contractor when dividing work among subcontractors, or to establish the extent of work to be performed by any trade, subcontractor or vendor. Specification or details do not need to be indicated or specified in each specification or drawing. Items shown in the contract documents are applicable regardless of location in the Contract Documents.

B. Standard paragraph titles and other identifications of subject matter in the specifications are intended to aid in locating and recognizing various requirements of the specifications. Titles do not define, limit, or otherwise restrict specification text.

C. Capitalizing words in the text does not mean that these words convey special or unique meanings or have precedence over other parts of the Contract Documents. Specification text governs over titling and it is understood that the specification is to be interpreted as a whole.

D. Drawings and specifications do not indicate or describe all of the work required to complete the project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Engineer. Provide any work, materials or equipment required for a complete and functional system even if they are not detailed or specified.

1.04 INTERPRETATIONS OF DOCUMENTS

A. Comply with the most stringent requirements where compliance with two (2) or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, unless Contract

Documents indicate otherwise.

1. Quantity or quality level shown or indicated shall be minimum to be provided or performed in every instance.

2. Actual installation may comply exactly with minimum quality indicated, or it may exceed that minimum within reasonable limits.

3. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for context of requirements.

4. Refer instances of uncertainty to the Engineer for a decision before proceeding.

B. Provide materials and equipment comparable in quality to similar materials and equipment incorporated in the project or as required to meet the minimum requirements of the application if the materials and equipment are shown in the drawings but are not included in the specifications.

1.05 REFERENCE STANDARDS

A. Comply with applicable construction industry standards as if bound or copied directly into the Contract Documents regardless of lack of reference in the Contract Documents. Apply provisions of the Contract, Documents where Contract Documents include more stringent requirements than the referenced standards.

1. Standards referenced directly in the Contract Documents take precedence over standards that are not referenced but recognized in the construction industry as applicable.

2. Comply with standards not referenced but recognized in the construction industry as applicable for performance of the work except as otherwise limited by the Contract Documents. The Engineer determines whether code or standard is applicable, or which of several are applicable.

B. Consider a referenced standard to be the latest edition with supplements or amendments when a standard is referred to in an individual specification section but is not listed by title and date.

C. Trade association names and title of general standards are frequently abbreviated. Acronyms or abbreviations used in the Contract Documents mean the recognized name of trade association, standards generating organization, authority having jurisdiction, or other entity applicable in the context of the Contract Documents.

D. Make copies of reference standards available as requested by Engineer or Owner.

1.06 SUBSTITUTIONS AND EQUAL PRODUCTS

Provide materials and equipment manufactured by the entities specifically listed in each technical specification section. Submit a Contractors Modification Request per Section 01300, SUBMITTALS for substitution of materials and equipment of manufacturers not specifically listed or for materials and equipment that does not strictly comply with the Contract Documents. Contractor may provide “equal” products manufactured by manufacturers other than those specifically listed in the technical specification section unless it is specifically stated that only the materials and equipment of the specified manufacturers shall be provided. Provide a request for approval of proposed equals per Section 01300 SUBMITTALS for any materials or equipment not specifically listed. Submit a Contractors Modification Request for substitution of materials and equipment of other manufacturers or for materials and equipment that does not strictly comply with the Contract Documents. A Field Order or Change Order will be issued if the contract modification is approved.

END OF SECTION

SECTION 01040 PROJECT ADMINISTRATION

PART 1- GENERAL

1.01 WORK INCLUDED

A. Administer contract requirements to construct the project. Provide documentation per the requirements of this Section. Provide information as requested by the Engineer/Architect or Owner concerning this project.

1.02 SUBMITTALS

A. Submittals shall be in accordance with Section 01300, SUBMITTALS.

1.03 COMMUNICATION DURING THE PROJECT

A. The Engineer is to be the first point of contact for all parties on matters concerning this project.

B. The Engineer will coordinate correspondence concerning:
   1. Submittals, including requests for payment
   2. Clarification and interpretation of the Contract Documents
   3. Contract modifications
   4. Observation of work and testing
   5. Claims

C. The Engineer will normally communicate only with the Contractor. Any required communication with suppliers or subcontractors shall only be with the direct involvement of the Contractor.

D. Written communications are to be directed to the Engineer at the address indicated in the Pre-construction Conference. Communications should include as a minimum:

   1. Name of the Owner

   2. Project name

   3. Contract title

   4. Project number

   5. Date

   6. A reference statement

E. Submit communications on the forms referenced in this Section or in Section 01300. SUBMITTALS.

1.04 PROJECT MEETINGS

A. Pre-construction Conference

1. Attend a pre-construction meeting.

2. The location of the conference will be determined by the Owner.

3. The time of the meeting will be determined by the Owner but will be after the Notice of Award is issued and not later than fifteen (15) days after the Notice to Proceed is issued or can be issued at the Pre-Construction Conference.

4. Meeting will be attended by the Owner, Engineer and the Contractors project manager and superintendent. Meeting may be attended by representative of utility companies and representatives from major subcontractors and suppliers.

5. Contractor should provide and be prepared to discuss:
   a. Preliminary construction schedule per Section 01310, PROGRESS SCHEDULE.
   b. Preliminary Submittal Schedule.
   c. Schedule of values and anticipated schedule of payments.
   d. List of Suppliers and Subcontractors.
   e. Contractor's organizational chart as it relates to this project.
   f. Letter indicating the agents of authority for the Contractor and the limit of that authority with respect to the execution of legal documents.

B. Periodical Progress Meetings

1. Attend meetings with the Engineer and Owner.

   a. Meet on a Monthly basis or as requested by the Engineer to discuss the project.

   b. Meet at the project site or other location as designated by the Engineer.

   c. Contractors superintendent and other key personnel are to attend the meeting. Other individuals may be requested to attend to discuss specific matters.

2. Provide information as requested by the Engineer or Owner concerning

this project.

a. Prepare to discuss:

1) Status of overall project schedule.

2) Contractors detailed schedule for the next month.

3) Anticipated delivery dates for equipment.

4) Coordination with the Owner.

5) Status of submittals.

6) Information or clarification of the Contract Documents.

7) Claims and proposed modifications to the contract.

8) Field observations, problems, or conflicts.

9) Maintenance of quality standards.

b. Notify the Engineer of any specific items to be discussed a minimum of one (1) week prior to the meeting.

3. Review minutes of meetings and notify the Engineer of any discrepancies within ten (10) days of the date of the memorandum.

a. Following that date, the minutes will stand as shown or as corrected.

b. Corrections will be reflected in the minutes of the following meeting.

c. Each item of business shall be numbered to indicate the meeting number and the item number. Items discussed will be documented and old business items will remain on minutes of subsequent meetings until the item is resolved.

1.05 REQUESTS FOR INFORMATION

A. Submit Request for Information (RFI) to the Engineer to obtain additional information or clarification of the Contract Documents.

1. Submit a separate RFI for each item.

2. Attach adequate information to permit a written response without further clarification. Engineer will return requests which do not have adequate

information for additional information.

3. A response will be made when adequate information is provided. Response will be made on the RFI form or in attached information.

4. Assign a number to the RFI and sequence number in chronological order.

B. If the RFI indicates that a contract modification is required, the Engineer will initiate a Proposed Contract Modification (PCM) per Section 1.07.

1.06 NOTIFICATION BY CONTRACTOR

A. Notify the Engineer of:

1. Need for testing.

2. Intent to work outside regular working hours.

3. Request to shut down facilities or utilities.

4. Proposed utility connections.

5. Required observation by Owner or inspection agencies prior to covering work.

B. Notification must be provided in time for Owner and Engineer to respond appropriately to the notification.

C. Use “Notification By Contractor” form. Form can be requested from Owner or Engineer.

1.07 REQUESTS FOR MODIFICATIONS

A. Submit a request to the Engineer for any change in the Contract Documents or approval of any deviations from the Contract Documents.

1. Use the “Contractors Modification Request” (CMR) form. Contractor’s own form can also be submitted pending completeness of required information.

a. Assign a number to the CMR when issued and sequence number in chronological order.

b. Include with the CMR:

1) A complete description of the proposed modification.

2) The reason the modification is requested.

3) A detailed breakdown of the cost of the change (necessary only if the modification requires a
change in contract amount). The itemized breakdown is to include:
(a) list of materials and equipment to be installed,

(b) man hours for labor by classification,

(c) equipment used in construction,

(d) consumable supplies, fuels, and materials,

(e) royalties and patent fees,

(f) bonds and insurance,

(g) overhead and profit,

(h) field office costs,

(i) home office cost,

(j) and other items of cost.

4) A revised schedule indicating the effect on the critical path for the project and a statement of the number of days the project may be delayed by the modification.

2. A CMR is required for field changes.

   a. Request must be made a minimum of two (2) weeks in advance of performing the work affected.

   b. Request for field changes will be submitted to the Engineer.

3. A CMR is required for all substitutes or deviations from the Contract Documents.

4. Engineer will evaluate the request for a contract modification.

B. Owner will initiate changes through the Engineer.

1. Engineer will prepare a description of the proposed modifications to the Contract Documents.

2. Engineer will use the “Proposed Contract Modification’ form or own form. Engineer will assign a number to the PCM when issued and keep in numerical order throughout project.

3. Return request with a proposal to incorporate the requested change. Include a breakdown of costs into materials and labor in sufficient detail to allow evaluation by the Engineer.

C. If a contract modification is required, the Engineer will issue a Field Order or a Change Order.

1. Modifications to the contract can only be made by a Field Order or a Change Order.

2. Changes in the project will be documented by Field Order or by a Change Order.

3. Field Orders may be issued by the Engineer for contract modifications that do not change the contract amount or contract time.

4. Any modifications that require a change in contract amount or contract time can only be approved by Change Order.

a. CMR’s and proposals issued by the Contractor in response to a PCM will be evaluated by the Engineer.

b. If change order is recommended, the Engineer will prepare the change order.

c. The Change Order will be sent to the Contractor for execution with a copy to the Owner recommending approval.

d. Change Orders can only be approved by the Owner.

1) Work performed on the proposed contract modifications prior to the approval of the Change Order will be performed at the Contractor’s risk.

2) No payment will be made for work on Change Orders until approved by the Owner.

D. The Contractor may be informed that the proposed modification is not approved and construction is to proceed in accordance with the Contract Documents.

1.08 EMERGENCY WORK

A. Notify the Owner and Engineer immediately of any additional work that must be performed to prevent injury or damage to existing structures, facilities, utilities, or work in place.

B. When possible, obtain authorization from the Owner before proceeding.

1.09 CLAIMS

A. Do not perform any work which is considered to be outside the scope of the Contract Documents without an approved Change Order.

B. File notice of claims with the Engineer within 10 days of the event giving rise to the claim.

C. Provide full documentation within 30 days of the notice.

D. Items not reported within the stipulated time will not be considered.

1. Failure to notify the Owner of potential claims does not allow the Owner to take alternative action to prevent the Contractor from incurring the cost for the item or to perform the work in a different manner.

2. Failure to notify the Owner does not allow operations to be monitored for the actual cost of performing the work.

E. When full documentation has been received by the Engineer, the claim will be reviewed in the context of the Contract Documents.

1. If the claim is valid, a Change Order will be prepared and payment of the Change Order will be recommended.

2. If the claim is not valid, then the claim will be denied with an explanation of the reasons.

3. Should the Contractor disagree with the decision of the Engineer, the Contractor may refuse to do the work.

a. If the Owner insists that the work be done, proceed with the work on a time and materials basis.

b. The validity of the claim will be resolved at a later time in accordance with the Contract Documents.

1.10 RECORD DOCUMENTS

A. Maintain at the site one (1) complete record copy of:

1. Drawings
2. Specifications
3. Addenda
4. Contract modifications
5. Approved shop drawings and record data
6. One (I) set of construction photographs
7. Test records
8. Clarifications and other information provided in RFI responses.

B. Marking Drawings

1. Label each document as “Project Record” in large printed letters.
2. Record information as construction is being performed.

a. Do not conceal any work until the required information is recorded.

b. Mark drawings to record actual construction, including the following:

1) Depths of various elements of the foundation in relation to finished first floor datum or the top of walls.

2) Horizontal and vertical locations of underground utilities and appurtenances constructed and existing utilities encountered during construction.

3) Location of internal utilities and appurtenances concealed in the construction. Make reference to permanent structure on the surface. Include the following equipment:

(a) Piping

(b) Ductwork

(c) Equipment and control devices requiring periodic maintenance or repair

(d) Valves, unions, traps, and tanks

(e) Services entrance

(f) Feeders
(g) Outlets

4) Changes of dimension and detail.

5) Changes made by Field Order and Change Order.

6) Details not on the original Contract Drawings.

c. Mark specifications and addenda to record materials and the equipment provided.

1) Record manufacturer name, trade name, catalog number, and each supplier (with address and phone number) of each product and item of equipment actually installed.

2) Record changes made by Field Order and Change Order.

d. Mark additional work or information in erasable pencil.

1) Use red for new or revised indication.

2) Use purple for work deleted or not installed (lines to be removed).

3) Highlight in yellow the items constructed per the plans.

e. Submit record documents to Engineer for review and acceptance 30 days prior to final completion of the project.

1) Provide one (1) set of marked up drawings.

2) Provide one (1) set of specifications.

f. Partial Payment Requests will not be recommended for payment if record documents are found to be: incomplete or not in order. Final payment will not be recommended without record documents.

PART 2- PRODUCTS (NOT INCLUDED)

PART 3- EXECUTION (NOT INCLUDED)

END OF SECTION

SECTION 01568 EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION

PART 1 - GENERAL

1.01 WORK INCLUDED

Furnish labor, materials, equipment and incidentals necessary to provide erosion and sediment control for the duration of the construction period including furnishing, installing and maintaining erosion and sediment control structures and procedures and the proper removal when no longer required.

The intent of this specification is to provide guidelines for the Contractor to adhere to all State, Federal, and Local environmental regulations. It is also the intent to provide preventive measures to keep sediment from entering any storm water system, including open channels. It is the Contractor's responsibility to adhere to all State, Federal and Local requirements. While the Owner may require the Contractor to install erosion control devices during construction, this will in no way relieve the Contractor of his responsibility.

1.02 QUALITY ASSURANCE

A. Comply with applicable requirements of all governing authorities having jurisdiction. The Specifications and the Plans are not represented as being comprehensive, but rather to convey the intent to provide complete slope protection and erosion control for both the Owner's and adjacent property.

B. Erosion control measures shall be established at the beginning of construction and maintained during the entire length of construction. On-site areas which are subject to severe erosion and off-site areas which are especially vulnerable to damage from erosion and/or sedimentation are to be identified and receive additional erosion control measures as directed by the Owner or the Engineer.

C. All land-disturbing activities shall be planned and conducted to minimize the size of the area to be exposed at any one time and to minimize the time of exposure.

D. Surface water runoff originating upgrade of exposed area shall be controlled to reduce erosion and sediment loss during the period of exposure.

E. When the increase in the peak rates and velocity of storm water runoff resulting from a land-disturbing activity is sufficient to cause accelerated erosion of the receiving ditch or stream, the Contractor shall install measures to control both the velocity and rate of release so as to minimize accelerated erosion and increased sedimentation of the stream as directed by the Owner or the Engineer.

F. All land-disturbing activities shall be planned and conducted so as to minimize off-site sedimentation damage.

C. The Contractor shall be responsible for periodically cleaning out and disposing of all sediment once the storage capacity of the drainage feature or structure receiving the sediment is reduced by one-half. The Contractor shall also be responsible for cleaning out and disposing of all sediment at the time of completion of the Work.

1.03 SUBMITTALS

Submittals shall be in accordance with Section 01300, SUBMITTALS, and shall include:

A. Manufacturer's Literature: Descriptive data of installation methods and procedures.

B. Certificates: Manufacturer's certification that materials meet specification requirements.

1.04 JOB CONDITIONS AND ORDINANCES

Comply with the local ordinances. If local ordinances require *more* stringent or additional erosion and sediment control measures during construction, Contractor shall provide such measures.

PART 2 - PRODUCTS

2.01 MATERIALS

A. STRAW BALES: Straw bales shall weigh a minimum of fifty (50) pounds and shall be at least 30" in length. Bales shall be composed entirely of vegetable matter and be free of seeds. Binding shall be either wire or nylon string. Jute or cotton binding is unacceptable. Bales shall be used for not more than three months before being replaced. However, if weather conditions cause biological degradation of the straw bales, they shall be replaced sooner than the three month time period to prevent a loss of structural integrity of the dike.

B. SILT FENCE: Silt fence fabric shall be a nylon reinforced polypropylene fabric which has a built-in cord running the entire length of the top edge of the fabric. The fabric must meet the following minimum criteria:

Tensile Strength, ASTM D4632	90 lbs.
Puncture Rating, ASTM D4833	60 lbs.
Mullen Burst Rating, ASTM D3786	200 psi.
Apparent Opening Size, U.S. Sieve No.	40

Silt fence shall be “Enviro Fence” preassembled silt fence, AMXCO Silt Stop prefabricated silt fence, AMOCO Style 2155 preassembled silt fence or approved equal.

C. SILT FENCE POSTS: A minimum 2” x 2” (nominal) x 54” pressure treated wood posts of Number 2 Grade southern yellow pine or approved equal.

D. SAND BAG: Sand bag material shall be polypropylene, polyethylene, polyamide or cotton burlap woven fabric, minimum unit weight four (4) ounces per square yard, mullen burst strength exceeding 300 psi and ultraviolet stability exceeding 70%. Length shall be 24 to 30 inches, width shall be l6 to 18 inches and thickness shall be six (6) to eight (8) inches and having an approximate weight of 40 pounds. Sand bags shall be filled with coarse grade sand, free from deleterious material. All sand shall pass through a No. 10 sieve.

E. P.V.C. PIPE: Pipe shall be SDR-35 polyvinyl chloride having a minimum nominal internal diameter of 4”. Pipes shall be sized for anticipated flows.

F. SOIL RETENTION BLANKET: Soil retention blankets shall consist of a geocomposite of excelsior or fiber blanket with an extruded plastic net attached to the top side. The plastic net shall be photodegradable and the excelsior or fiber blanket shall be made smolder resistant without the use of chemicals. Soil retention blankets shall be high velocity type to resist severe runoff. The soil retention blanket shall be one (1) of the following classes and types:

1. Class 1. “Slope Protection”

   (a) Type A. Slopes of 3:1 or flatter-Clay soils

   (b) Type B. Slopes of 3:1 or flatter - Sandy soils

   (c) Type C. Slopes steeper than 3:1 - Clay soils

   (d) Type D. Slopes steeper than 3:1 - Sandy soils

2. Class 2. “Flexible Channel Liner”

   (a) Type E. Short-term duration (Up to 2 Years)
   Shear Stress (t_d) <1.0 lb./sq. ft.

   (b) Type F. Short-term duration (Up to 2 Years)
   Shear Stress (t_d) 1.0 to 2.0 lb./sq. ft.

   (c) Type C. Long-term duration (Longer than 2 Years)

Shear Stress (t_d)> 2.0 to < 5.0 lb./sq. ft.

(d) Type H. Long-term duration (Longer than 2 Years)
Shear Stress (t_d) greater than 0 Equal to 5.0 lb/sq. ft.

The Contractor has the option of selecting an approved soil retention blanket provided that selection conforms to the following list of approved soil retention blankets for slope protection applications:

CLASS I. SLOPE PROTECTION

TYPE A: Slopes of 3: I or Flatter- Clay Soils

Airtrol® ANTI-WASH®/GEOJUTE® (Regular)
Contech Standards®
Contech Standards Plus®
Green Triangle Regular®
Green Triangle Superior®
GREENSTREAK® PEC MAT
Curlex®
North American Green® S150
North American Green® S75
North American Green® SC 150
POLYJUTEÔ 4O7/GT
SOIL SAVER®
TerraJute®
Verdyol® ERO-MAT®
Xcel Regular®
Xcel Superior®

TYPE B: Slopes of 3:1 or Flatter-Sandy Soils

Contech Standards®
Contech Standards Plus®
GEOCOIR®/DEKOWE® 700
Green Triangle Superior®
Green Triangle Regular®
North American Green® 575
North American Green® SC 150
North American Green® S150
POLYJUTEO 407/CT
TerraJute®
Verdyol® ERO-MAT®
XceI Superior®
XceI Regular®

TYPE C: Slopes Steeper than 3:1-Clay Soils

Airtrol®
ANTI-WASH®/GEOJUTE® (Regular)
Contech Standards Plus®
Curlex®
Green Triangle Superior®
GREENSTREAK® PEC-MAT
North American Green® SC 150
North American Green® S150
POLYJUTEÔ 407/CT
SOIL SAVER®
TerraJute®
Xcel Superior®

TYPE D: Slopes Steeper than 3:1-Sandy Soils

Contech Standards Plus®
GEOCOIR®/DEKOWE®700
Green Triangle Superior®
North American Green®S150
North American Green®SC150
POLYJUTEÔ 407GT
TerraJute®
Xcel Superior®

CLASS II: FLEXIBLE CHANNEL LINER PROTECTION

PART 3 - EXECUTION

3.01 PREPARATION

A. Contractor shall prepare the site for installation of the erosion and sediment control devices in accordance with the manufacturer's recommendations when applicable. At all times, CONTRACTOR, shall take extreme care during the installation of the applicable devices to minimize disturbance of the project site.

3.02 INSTALLATION

A. TEMPORARY STRAW BALE DIKE

1. Straw bales shall be embedded a minimum of 4" and securely anchored using 2" x 2" wood stakes driven through the bales into the ground a minimum of 6" Straw bales are to be placed directly adjacent to one another leaving no gap between them.

2. Bales shall be placed in a single row, lengthwise on proposed line, with ends of adjacent bales tightly abutting one another. In swales and ditches, the barrier shall extend to such a length that the bottoms of the end bales are higher in elevation than the top of the lowest middle bale. Additional bales shall be placed behind the first row where the bales abut each other. The additional bale is used to prevent unfiltered runoff from escaping between the bales.

3. The-excavated soil shall be backfilled against the barrier. Backfill shall conform to ground level on the downhill side and shall be built up to 4" above ground level on the uphill side. Loose straw shall be scattered over the area immediately uphill from a straw barrier.

B. SILT FENCE

The purpose of a silt fence is to intercept and detain water-borne sediment from unprotected areas to a limited extent. The Contractor shall excavate a 6 inch wide by 6 inch deep trench for site fence bedding along the lower perimeters of the site where necessary to prevent sediment from entering any drainage system. The Contractor shall install the silt fence in accordance with the manufacturer's recommendations and instructions. Silt fence is used during the period of construction near the perimeter of a disturbed area to intercept sediment while allowing water to percolate through. This fence shall remain in place until the disturbed area is permanently stabilized. Silt fence should not be used where there is a concentration of water in a channel or drainage way or where soil conditions prevent a minimum toe-in depth of 6" or installation of support post to depth of 12". Fabric shall overlap at abutting ends a minimum of 3' and shall be jointed such that no leakage or bypass occurs. If concentrated flow occurs after installation, corrective action must be taken such as placing rock berm in the areas of concentrated flow.

C. SAND BAG BERM

1. The purpose of a sandbag berm is to intercept sediment-laden water from disturbed areas such as construction in steam beds, create a retention pond, detain sediment and release water in sheet flow.

2. A temporary sand bag berm shall be installed across a channel or right of way in a developing or disturbed area and should be used when the contributing drainage area is greater than 5 acres. The berm shall be a minimum height of 18", measured from the top of the existing ground at the upslope toe to the top of the berm. The berm shall be sized to have a minimum width of 48" measured at the bottom of the berm and 18" measured at the top of the berm.

3. The sand bag berm shall be inspected after each rain. The sand bags shall be reshaped or replaced as needed during inspection. Additional inspections shall be made daily by the responsible party and when the silt reaches 6", the accumulated silt shall be removed and disposed of at an approved site in a manner that will not contribute to additional siltation. The sand bag berm shall be left in place until all upstream areas are stabilized and accumulated silt removed; removal must be done by hand.

D. SOIL RETENTION BLANKETS

1. A soil retention blanket (SRB) is a geotextile or biodegradable fabric placed over disturbed areas to limit the effects of erosion due to rainfall impact and runoff across barren soil. Soil retention blankets are manufactured by a wide variety of vendors addressing a wide variety of conditions such as vegetation establishment and high velocity flow. Blankets are used in areas which are difficult to stabilize such as steep slopes, drainage swales or high pedestrian traffic areas.

2. The soil retention blanket, whether installed as slope protection or as flexible channel liner, shall be placed within 24 hours after seeding or sodding operations have been completed, or as approved by the Engineer. Prior to placing the blanket, the area to be covered shall be relatively free of all rocks or clods over 1-1/2" in maximum dimension and all sticks or other foreign material which will prevent the close contact of the blanket with the soil. The area shall be smooth and free of ruts and other depressions. If as a result of rain, the prepared bed becomes crusted or eroded or if any eroded places, ruts or depressions exist for any reason, the Contractor shall be required to rework the soil until it is smooth and to reseed or resod the area at the Contractor's expense.

3. Installation and anchorage of the soil retention blanket shall be in accordance with the manufacturer's recommendations.

E. PROTECTION OF BARE AREAS

1. Apply seeding and soil retention blanket to bare areas including new embankment areas, fills, stripped areas, graded areas or otherwise disturbed areas, which have a grade greater than *5%* or which will be exposed for more than 30 days.

2. Bare working areas on which it is not practical or desirable to install seeding and soil retention blankets, as determined by the Engineer, such as areas under proposed building slabs, shall be temporarily sloped to drain at a minimum of 0.2% and a maximum of 5% grade. These areas shall then be "track walked" with a crawler dozer traveling up and down the slope to form the effect of small "terraces" with the tracks of the dozer.

Apply a minimum of three (3) coverages to each area with the dozer tracks,

3. Route runoff from the areas through the appropriate silt fence system.

4. Protect earth spoil areas by “trackwalking” and silt fences.

F. INTERCEPTOR SWALE

1. Interceptor swales may have a v-shape or be trapezoidal with a flat bottom and side slopes of 3:1 or flatter. These are used to shorten the length of exposed slope by intercepting runoff and can also serve as perimeter swales preventing off-site runoff from entering the disturbed area or prevent sediment-laden runoff from leaving the construction site or disturbed area. The outflow from a swale must be directed to a stabilized outlet or sediment trapping device. The swales should remain in place until the disturbed area is permanently stabilized.

2. Stone Stabilization shall be used when grades exceed 2% or velocities exceed 6 feet per second and shall consist of a layer of crushed stone *3”* thick, or flexible channel liner soil retention blankets. Stabilization shall extend across the bottom of the swale and up both sides of the channel to minimum height of 6 inches above the design water surface elevation based on a two year storm.

3. An interceptor swale shall be installed across exposed slopes during construction and should intercept no more than five *(5)* acres of runoff. Swales shall have a minimum bottom width of 2’-0” and a maximum depth of 1’-6” with side slopes of 3 :1 or flatter. Swale must have positive drainage for its entire length to an outlet. When the slope exceeds 3%, or velocities exceed 4 feet per second (regardless of slope), stone stabilization is required. Check dams are also recommended to reduce velocities in the swales possibly reducing the amount of stabilization necessary. Swales should be inspected on a weekly basis during wet weather and repairs should be made promptly to maintain a consistent cross section.

4. All trees, brush, stumps, obstructions and other material shall be removed and disposed of so as not to interfere with the proper functioning of the swale.

5. The swale shall be excavated or shaped to line, grade, and cross-section as required to meet criteria specified herein and be free of bank projections or other irregularities which will impede normal flow.

6. All earth removed and not needed in construction shall be disposed of in

an approved spoils site so that it will be conveyed to a sediment trapping device.

7. Diverted runoff from a disturbed or exposed upland area shall be conveyed to a sediment trapping device.

8. The on-site location may need to be adjusted to meet field conditions in order to utilize the most suitable outlet.

9. Minimum compaction for the swale shall be 90% standard proctor.

G. LOCATION OF EROSION AND SEDIMENT CONTROL STRUCTURES

1. Locate erosion and sediment control structures as required to prevent erosion and removal of sediment from the project site. Silt fences shall be required for disturbed areas and soil stockpiles/spoil areas. Each silt fence installation shall have a minimum net length (exclusive of embedments into diversion dikes or other ineffective areas) of 25 feet. The runoff from a maximum of one (1) acre of disturbed area or soil stockpile/ spoil area shall be routed through any individual silt fence installation.

2. Install diversion dikes to divert runoff to the silt fence installation.

3. Install silt traps at the inlet (upstream) end of the drainage structures, including open channels, through which runoff from disturbed areas or soil stockpiles/spoil areas may drain.

4. Provide an overall erosion and sediment control system which protects disturbed areas and soil stockpiles/spoil areas. The system shall be modified by the Contractor from time to time to effectively control erosion and sediment during construction.

3.03 MAINTENANCE

A. Maintain erosion and sediment control structures and procedures in full working order at all times during construction. This shall include any necessary repair or replacement of items which have become damaged or ineffective. Remove sediment on a regular basis which accumulates in sediment control devices and place the material in approved earth spoil areas or return the material to the area from which it eroded.

B. Upon completion of construction, properly remove the temporary erosion and sediment control structures and complete the area as indicated.

C. Soil retention blankets will not require removal if installed on a finished graded area specified to receive seeding.

3.04 FIELD QUALITY CONTROL

In the event of conflict between the requirements and storm water pollution control laws, rules or regulations or other Federal, State or Local agencies, the more restrictive laws, rules or regulations shall apply.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

The work as provided for by this specification shall be measured as lump sum or as noted on the bid request. When not line item is included in the Bid Proposal, this work shall be considered incidental to the completion of the project and no additional compensation shall be paid for this work.

4.02 PAYMENT

When shown in the proposal, the work as prescribed for in this specification shall be paid for labor, tools, equipment, excavation, backfilling, materials, and incidentals necessary to complete the work.

END OF SECTION

SECTION 01700 – PROJECT CLOSEOUT PROCEDURES

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK AND RELATED DOCUMENTS

A. Furnish all work and materials, appliances, tools, equipment, facilities, transportation and services required and incidental thereto, as shown on drawings and/or specified herein including but not limited to; the submittal of closeout documents, final cleaning of materials and equipment and furnishing permit clearances, guarantees and warranties.

B. Related Work Specified Elsewhere:

1. Submittal Requirements: Section 01300

C. The completion of the closeout procedures indicated in these specifications will be a condition for releasing final payment.

1.2 PROJECT CLEAN-UP

A. Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness. Use only materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material, or as approved by the Engineer/Architect.

B. Final cleaning shall mean a level of cleanliness generally provided by skilled cleaners using commercial quality, site maintenance equipment and materials.

C. The Contractor shall schedule a final cleaning as approved by the Engineer/Architect.

D. The contractor shall restore any disturbed areas or structures to pre-construction conditions or improved conditions.

1.3 ONSITE TRAINING

A. The Contractor shall provide a demonstration of the operation techniques and methods of the mechanical, electrical and plumbing systems. This demonstration must be coordinated with the Engineer/Architect. The operation and maintenance manuals must be available for use during this training period.

B. The Contractor shall propose a time in writing to the Engineer/Architect allowing at least seventy-two (72) hours notice.

1.4 AS BUILT DRAWINGS

A. Final "As-Built" drawings shall be prepared by the Contractor in an Auto CAD 2005, Microstation or better format. These drawings shall indicate all changes or deviations from the construction documents. These drawings shall be submitted to the Engineer/Architect on a CD. The drawings must clearly state AS BUILT and be neatly organized.

1.5 GUARANTEES AND WARRANTIES

A. The Contractor shall provide a construction warranty letter.

B. The Contractor shall provide final clearances from all permitting agencies.

1.6 FINAL COMPLETION

A. The Contractor shall supply a written request for a Final Completion inspection. This request shall include the following:

1. Certification that the work and actions specified in the Contract Documents has been completed and that the Owner has full use of the site.

2. All equipment has been tested and balanced and is fully functional.

3. The Onsite Training Program has been completed and there are no outstanding issues resulting from said program.

4. A copy of the list of deficiencies generated by the Substantial Completion Inspection, with each item initialed and showing date completed.

5. A list of all Subcontractors and material suppliers with name, address and phone number. Include source for parts replacement and local representative if different.

6. Submit all test/adjust/balance records and start-up performance reports.

7. Submit all tools, keys and any special devices to assure complete operation by the Owner.

8. Final application for payment.

9. Waivers, Sworn Statements and Affidavits of Payments to Subcontractors and Suppliers.

END OF SECTION

SECTION 02102 CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

A. Cleaning and grubbing shall consist of the removal of trees, stumps, brush, roots, vegetation, logs, rubbish, railroad rails, railroad ties, abandoned monitoring well and other objectionable matter within the project site limits described in the specifications or as shown on plans.

B. Cleaning and grubbing shall be done in advance of grading operation. Grubbing may be done simultaneously with excavation, if the cuts are over 3 feet in depth and objectionable matter is removed as specified.

C. Clearing and Grubbing shall consist of the disposal of all debris resulting from the work specified herein.

1.02 PROTECTION OF ADJACENT WORK:

A. Provide protection necessary to prevent injury or damage to existing improvements, adjacent property, utilities and other facilities, and trees and plants, indicated to remain in place.

B. Protect improvements on adjoining properties and all areas outside indicated construction areas from injury or damage.

B. Restore damaged improvements to their original condition, as acceptable to the Engineer and property owners.

D. Conduct site clearing and grubbing operations to ensure minimum interference with road, streets, alleys, walks, and other adjacent, occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Provide all required personnel, equipment, and materials required to perform the work as specified.

PART 3 - EXECUTION

3.01 CLEARING:

A. Clear all areas proposed to be covered by dikes, roads, drainage facilities, curbing, sidewalks, landscaping, structures and embankments within project limits unless otherwise shown in plans.

B. Remove all saplings, brush, down-timber and debris unless shown or directed otherwise.

C. Use tree wound paint to treat scars, gashes or limbs stubs on trees not to be removed.

3.02 GRUBBING:

A. Trees, stumps, root systems, rocks and other obstructions shall be removed to the depths shown when they fall within the construction templates for the following items:

1. Footings	18-inches below bottom of footing.
2. Sidewalks (or other types of walks)	12-inches below bottom of walk.
3. Roadways or Streets	24-inches below bottom of base material.
4. Parking Areas	24-inches below bottom of base material.
5. Grassed Areas	18-inches below top soil.
6. Fills	24-inches below bottom of fill.
7. Abandoned Utilities	72-inches below natural ground

B. Blasting not permitted.

3.03 REMOVAL OF DEBRIS AND CLEANUP

A. Burn as permitted by regulating agencies and the Engineer as work progresses.

B. Unguarded fires will not be permitted.

C. Permits will be obtained, where required, for necessary burning or disposal sites.

D. Dispose of all waste materials not burned by removal from site.

E. Materials cleared and grubbed shall be the property of the Contractor and shall be his responsibility for disposal.

PART 4 - MEASUREMENT AND PAYMENT

4.01 CLEARING AND GRUBBING:

A. Clearing and Grubbing shall be measured for payment either in acres or by lump sum only for areas indicated on the plans, or as provided in the proposal and contract.

B. When not listed as separate contract pay item, Clearing and Grubbing shall be considered as incidental work, and the cost thereof shall be included in such contract pay items as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor equipment, tools and in incidentals required for the work, all in accordance with the plans and these specifications.

END OF SECTION

SECTION 02210 GRADING AND EARTHWORK

PART 1 - GENERAL

1.1 SECTION INCLUDES:

A. Grading and earthwork which occurs in areas other than under structures, under paving, or trenching for utilities.

B. Earthwork consists of operations required for the excavation of materials on site; excavation of borrow material from designated areas; compaction of natural or improved sub-grades: finish grading; disposal of excess or unsuitable materials; and other required operations. Earthwork shall conform with dimensions and typical sections shown, and within lines and grades established on Drawings.

1.2 RELATED SECTIONS:

A. Trenching, structure excavation, backfilling and grading - Section 02221.

B. Excavating, backfilling and compacting for utilities - Section 02225.

1.3 REFERENCES:

A. ASTM D698 - Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 lbf/ft^3).

B. ASTM D4972 - pH of Soil.

C. ASTM G57 - Field Measurement of Soil Resistivity Using the Wenner Four Electrode Method.

D. ASTM D4318 - Liquid Limit, Plastic Limit and Plasticity Index of Soils.

1.4 EXISTING UTILITIES:

A. Where pipes, ducts and structures are encountered in the excavation but are not shown on the Drawings, immediately notify the ENGINEER.

1.5 DEFINITIONS:

A. Classification: Earthwork materials are classified in accordance with definitions in this Article.

B. Topsoil: Top 6 inches of natural surface soil possessing the characteristics of representative soils on the site that produce growths of grass or other vegetation. Topsoil includes roots and other vegetation.

C. General Site Fill: Suitable, clean material excavated on-site or off-site may be used as fill material. Suitable material shall consist of clay soils classified as CH according to the unified soil classification system. Clay soil used as fill shall have a liquid limit of less than 55 and a Plasticity Index comparable with on-site soils.

D. Select Fill: Select fill material, as required for construction, defined in the plans and/or Sections 02221 and 02225, shall consist of inorganic silty or sandy clay.

E. Subgrade: Consists of that portion of the surface on which a compacted fill, backfill or topsoil is placed.

F. Borrow: Material taken from on-site designated areas or approved off-site sources to make up any deficit of excavated material. Obtain from area that is normally dry and well drained. Borrow does not include top soil.

G. Finish Grading: Operations required for smoothing disturbed areas that are not overlaid with pavement.

H. Excavation: Excavation of every description and of whatever substances encountered within the limits of the project to the lines and grades indicated on the Drawings.

I. Compaction: Compaction of soil materials shall be measured as a percent of Standard Proctor density as determined by the ASTM D698.

PART 2 - PRODUCTS

2.1 SELECT FILL:

A. Source: Obtain select fill material from required excavation, or if excavated material is not adequate, from borrow areas approved by the ENGINEER. Material from source shall be tested for compliance with project requirements and approved by the Owner and Testing Laboratory.

B. Suitability: Use the best material available from excavation or borrow, suitability of select fill is subject to the ENGINEER'S approval.

C. Quality: Select fill material must be free of rock and clay lumps or excessive silts. Do not use soil containing brush, roots, sod or similar organic materials.

D. Characteristics: Select fill material shall consist of inorganic silty or sandy clay. Additional select fill requirements are described in Sections 02225.

2.2 FILL AND BACKFILL UNDER TOPSOIL:

A. Source: Obtain site fill from required excavation or, if excavated material is not sufficient, from borrow areas approved by the ENGINEER.

B. Suitability: Use the best material available from excavation or borrow. Suitability of fill material is subject to the Testing Laboratory\Engineer's approval.

C. Quality: Fill material shall be free of excessive silts. Do not use soil containing brush, roots, sod or similar organic materials.

D. Characteristics: Fill material shall have a plasticity index between 6 and 25, inclusive, and shall generally be of similar character to that of existing soil at the site.

PART 3 – EXECUTION

3.1 STRIP AND STOCKPILE:

A. Remove topsoil at all non-paved areas where excavation of topsoil is required or where fill material will be added for site grading. Remove top 6 inches of topsoil where necessary and stockpile on the property as directed by the Owner. Protect stockpiled topsoil from other excavated materials, dumping of unwanted material, dumping by the public, and erosion. Upon completion of rough grading, replace topsoil in 4-inch minimum layer to finish grade elevations as shown on the grading plan.

B. Removal of topsoil in building areas and paving areas is further described under provisions of Section 02225.

3.2 EXCAVATION:

A. Objective: As shown on the Drawings, excavate to lines, grades and elevations required for subsequent construction. All excavation shall be made in such manner as to permit all surfaces to be brought to final line and grade within plus or minus 0.1 foot. Over excavation shall be restored by the Contractor at his own expense. Finished grades consistently high or low will not be acceptable and shall be corrected by the Contractor at his expense and no additional cost to the Owner.

B. Drainage: During excavation, maintain grades as required to provide positive drainage away from structures; or, as directed by the Engineer, install

temporary drains or drainage ditches to intercept or divert surface water and prevent interference or delay of the work.

C. Stockpiling: If, at time of excavation, it is not possible to place material in the proper section of permanent construction, CONSTRACTOR shall stockpile the material in Owner or Architect approved areas for later use.

D. Stone or Rock: Stone or rock fragments greater than 6" will not be allowed in fills or embankments. Stones or rock fragments larger than 2 inches in their greatest dimension will not be permitted in top 6 inches of subgrade.

E. Dressing: Uniformly dress, cut and fill slopes to slope, cross section and alignment, as shown.

3.3 TREATMENT OF SUBGRADES:

A. All topsoil and vegetation shall be stripped from the ground surface and stockpiled, exposing sound undisturbed subgrade soils.

B. After stripping the topsoil in areas to receive fill or cut areas, the exposed ground surface shall be scarified to a depth of 6 inches, the moisture adjusted, and then recompact to a minimum density of 95 percent of the maximum density as obtained in the Standard Proctor Compaction Test (ASTM D698), at a moisture content between minus 1 to plus 3 percent of optimum. Any soft or compressible areas detected during the recompaction process shall be undercut such that sound subgrade soils are exposed and recompacted. Site excavated or select fill shall then be used to bring all areas to grade. Allow for placement of minimum 4-inch layer of top soil in areas not covered by building or pavement.

C. Finished subgrade shall be inspected by Testing Laboratory for determination that subgrade meets requirements of Contract Documents.

3.4 PLACING FILL AND BACKFILL:

A. Examination of Subgrade: Do not place fill on any part of the subgrade until the subgrade preparation has been accepted by the Engineer.

B. Removing Debris: During the dumping and spreading process, remove all roots, stones and debris that are uncovered in the fill material.

C. Spreading Fill and Backfill: After dumping, spread the material in horizontal layers over the entire fill area. The thickness of each layer before compaction shall not exceed 8 inches unless otherwise directed by the Engineer. Maintain positive drainage throughout construction. The combined excavation and fill placing operation shall be such that the material when compacted in

the fill will be blended sufficiently to secure the best practicable degree of compaction. The suitability of the materials shall be subject to testing by the Testing Laboratory and approval of the Engineer. After each layer of fill has been spread to the proper depth, it shall be thoroughly manipulated with a disc plow or other suitable and approved equipment until the material is uniformly mixed, pulverized and brought to uniform approved moisture content.

D. Attaining Proper Bond: If, in the opinion of the Testing Laboratory, the compacted surface of a layer is too smooth to bond with succeeding layers, loosen the surface by harrowing or other approved method before continuing the work.

E. Place materials to proper elevation allowing for depth of topsoil furnished under this Contract.

3.5 MOISTURE CONTROL:

A. Intent: Developing the maximum density obtainable with the natural moisture of the material is preferred. However, the moisture content shall not vary from the optimum, as determined by ASTM D698, by more than minus 1 to plus 3 percent of optimum.

B. Adjustment: If the moisture content is too high, adjust to within the specified limits by spreading the material and permitting it to dry. Assist the drying process by discing or harrowing if necessary. When the material is too dry, sprinkle each layer with water. Work the moisture into the soil by harrowing or other Engineer approved method.

3.6 COMPACTION:

A. Rough Grade: Compact each layer of fill material with suitable equipment as necessary to secure 95% to 98% Standard Proctor Density (ASTM D698) within the specified range of the moisture content.

B. Finish Grade: Place and lightly compact topsoil to achieve finish grades.

3.7 DISTRIBUTION OF TOPSOIL:

A. Perform rough grading and topsoil/finish grading work.

B. Preparation:

1. Prior to placing topsoil, scarify the subgrade to a depth of 2 inches to provide effective bonding of the topsoil with the subgrade.

2. Shape all areas designated for grading, including cut and fill areas, to receive a minimum of 4 inches of topsoil

C. Placement:

1. Do not haul or place wet topsoil. Also prohibited is placement of topsoil on a subgrade that is excessively wet, extremely dry, or in a condition otherwise detrimental to proper grading or proposed planting.

2. Distribute topsoil uniformly and spread evenly. Correct irregularities in the surface to prevent formation of depressions where water could stand.

3. Perform the spreading operation so that planting can proceed with little additional tillage or soil preparation. Leave the area smooth and suitable for lawn planting.

4. Lightly compact topsoil to obtain proper bond with previously placed or prepared material.

D. Maintenance: Where any portion of the surface becomes eroded or otherwise damaged, repair the affected area to establish the condition and grade prior to topsoil placement; then replace topsoil.

3.8 MATERIAL DISPOSAL:

A. Excess Excavation Material (soil material free of trees, stumps, logs, brush, roots, rubbish and other objectionable matter which has been accepted by the Geotechnical Engineer): Remove excess excavated material from the construction site or place on the property as directed by the ENGINEER.

B. Waste Material (soil material including trees, stumps, logs, brush, roots, rubbish and other objectionable matter which has not been accepted by the Geotechnical Engineer): Remove waste material from the project site before Final Inspection. Legally dispose of material at a licensed site or with written and notarized permission from the property owner for a private disposal site. All costs associated with waste material removal and disposal shall be paid for by the Contractor.

PART 4 - TESTING

A. The testing laboratory will make tests of in-place density in accordance with ASTM Standards. Backfill operations will be monitored continuously by the testing laboratory at structures. It will be the responsibility of the CONTRACTOR to notify the testing laboratory before backfill operations begin.

PART 5 - MEASUREMENT AND PAYMENT

A. No separate payment shall be made to the CONTRACTOR for the work described in this Section. Such work shall be considered incidental to the project and the payments made under specific Pay Items shall be considered as full compensation for these requirements.

END OF SECTION

SECTION 02230 EXCAVATION

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK

A. This work shall consist of excavating and properly utilization, or otherwise satisfactorily disposal of, all excavated materials, of whatever character, within the limits of work.

B. Excavation shall also consist of constructing, compacting, shaping and finishing of all earthwork in designated areas on the plans, as specified herein, and in conformity with the required line grades and typical cross sections or as directed by the Engineer.

C. When not otherwise included, this item shall include the work described in Section 2101 - Preparation of Right of Way, Section 2102 - Clearing and Grubbing, Section 2236 – Embankment and Section 2238 – Concrete Removal.

PART 2 - PRODUCTS

2.01 CLASSIFICATION: All excavations shall be unclassified and shall include all materials encountered regardless of their nature or the manner in which they are removed.

PART 3 - EXECUTION

3.01 CONSTRUCTION METHODS

A. Prior to commencing this work, all erosion control and tree protection measures required shall be in place and all utilities located and protected.

B. Construction equipment shall not be operated within the drip line of trees, unless otherwise indicted.

C. Construction materials shall not be stockpiled under the canopies of trees. No excavation or embankment shall be placed within the drip line of trees until tree wells are constructed.

D. All excavation shall be performed as specified herein and shall conform to the established alignment, grades and cross sections.

E. Suitable excavated materials shall be utilized, insofar as practical, in constructing required embankments.

F. The construction of all embankments shall conform to Section 2236 -

Embankment. No material shall be stockpiled within the banks of a waterway.

G. Unsuitable excavated materials or excavation in excess of that needed for construction shall be known as "Waste" and shall become the property of the Contractor. It shall become his sole responsibility to dispose of this material off the limits of the right of way in an environmentally sound manner at a permitted disposal site.

H. Adequate dewatering and drainage of excavation shall be maintained throughout the time required to complete the work.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Measurement of the volume of excavation in cubic yards by the average end areas. Cross sectional areas shall be computed from existing ground section to the established line of the subgrade, as shown on typical sections for the limits of the right-of-way or other work limits, including parkway slopes and sidewalk areas.

B. Measurement of the area in square yards of surface area excavated as shown on the typical sections included in the plans.

C. Measurement of the volume of excavation is in cubic yards, based upon the average end areas taken from pre-construction cross sections and planned grades. The planned quantities for excavation will be used as the measurement for payment for this item.

4.02 PAYMENT:

A. This item will be paid for at the contract unit price bid for "Excavation," as provided under the measurement method as included in the bid, which price shall be full compensation for all work herein specified: including dewatering, drainage, subgrade preparation, unless otherwise indicated and the furnishing of all materials, equipment, tools, labor and incidentals necessary to complete the work.

B. When not listed as a separate contract pay item, excavation shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work will be for furnishing all materials, labor, equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications.

END OF SECTION

SECTION 03300 CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK COVERED:

A. Mixing, placing, finishing and providing all related services necessary to construct all cast-in-place concrete work indicated on plans.

1.02 QUALITY ASSURANCE:

A. Comply with the latest published edition of the American Concrete Institute (ACI) and American Society of Testing and Materials (ASTM) standards and codes. Applicable standards and codes include, but are not limited to, the following:

1. ASTM A36 - Structural Steel.
2. ASTM C33 - Concrete Aggregates.
3. ASTM C39 - Concrete Strength of Molded Concrete Cylinders.
4. ASTM C94 - Ready-Mixed Concrete.
5. ASTM C143 - Slump of Portland Cement Concrete.
6. ASTM C150 - Portland Cement Concrete.
7. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.
8. ACI 301 - Specification for Structural Concrete for Building.
9. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
10. ACI 315 - Manual of Standard practice for Detailing.
11. ACI 318 - Building Code Requirements for Reinforced Concrete.
12. ACI 347 - Recommended Practice for Concrete Formwork.

B. Submit compliance submittals as specified in Division 1, including but not limited to the following: bar schedule, bar details, shop drawings including size and location of openings, waterstops, joint systems and curing method.

C. Submit proposed concrete mix proportions to Engineer prior to placing concrete.

PART 2 - PRODUCTS

2.01 PORTLAND CEMENT:

A. Type I, Type II or Type III, conforming to ASTM C150, as modified by Texas State Department of Highways and Public Transportation, 1982 Standard Specifications.

B. Type I or II cement may be used unless Type II is specified.

C. Except when Type II is specified, Type III may be used when the anticipated air temperature for the 12 hours following the placement of the concrete is not anticipated to exceed 60°F.

D. Type III may be used in all pre-cast, pre-stressed concrete, except in piling when Type II cement is required for use as substructure concrete.

E. All cement used in a monolithic placement shall be of the same type.

F. Cements may be either bagged or bulk. Partially set or caked cement will be rejected.

G. All types of cements shall be "low alkali" cements.

2.02 WATER:

A. Water shall be clear, fresh, free from injurious amounts of oil, alkaline, acid or organic matter, or other deleterious substances and shall not contain more than 1000 parts per million of chlorides, as Cl, nor more than 1000 parts per million of sulfates, as SO_4.

B. Water of known potable quality requires no testing. Other sources shall meet the requirements of AASHTO T-26.

C. Water shall have a pH of not less than 4.5 or more than 8.5.

2.03 FINE AGGREGATE:

A. Natural sand, manufactured sand or a combination of the two, with or without mineral filler.

B. The sand, or mixture of sand, comprising a single fine aggregate, shall consist of clean, hard, durable, uncoated grains and shall be essentially free from clay lumps, salt or alkali, and other foreign material.

C. The maximum permissible percentage, by weight of deleterious substances shall not exceed the following:

Material removed by decantation	3.0%
Other deleterious substances such as coal, shale, coated grains and soft flaky particles	3.0%

An additional loss of 2% by decantation may be allowed, provided this new additional loss is material of the same quality as specified for fine aggregate or mineral filler.

D. Gradation, percent of weight retained:

Sieve Size	Percent Retained
3/8 inch	0
No. 4	0 - 5
No. 8	0 - 20
No. 16	15 - 50
No. 30	35 - 75
No. 50	65 - 90
No. 100	90 - 100
No. 200	97 - 100

E. Fineness Modulus:

1. For Grade 1 only - 2.3 minimum, 3.1 maximum.

F. Mineral Filler:

1. May be added upon written authorization of Engineer
2. Shall be stone dust or clean crushed sand, or other approved inert material.
3. Shall not exceed 5% of the fine aggregate.
4. Shall meet the following requirements:
   a. Passing No. 30 sieve 95 to 100%
   b. Passing No. 100 sieve 70 to 100%

2.04 COARSE AGGREGATE:

A. Crushed stone, gravel, crushed gravel, crushed blast furnace slag or a combination of these.

B. Gravel and crushed gravel shall consist of clean, hard durable particles, free from adherent coating, thin or elongated pieces, soft or disintegrated particles, dirt, organic or deleterious substances, salt or alkali, and other foreign material.

C. Crushed stone shall consist of the clean, dust free product resulting from the crushing of stone. There shall be no adherent coatings, clay, loam, organic or deleterious substances, salt or alkali, and other foreign material.

D. The maximum permissible percentage, by weight, of deleterious substances shall not exceed the following:

Material removed by decantation	1.00%
Shale, Slate or other similar material	1.00%
Clay lumps	0.25%
Soft fragments	3.00%
Other deleterious substances, including friable, thin, elongated or laminated pieces	3.00%

The sum of all deleterious substances exclusive of material removed by decantation	5.00%

E. Coarse aggregates shall have a percent wear of not more than 45 when tested in accordance with Test Method Tex-410-A.

F. Gradation, percent of weight retained:

1. Grade No. 1 - Maximum Nominal Size 2 1/2-inches (63 mm)

Sieve	Percentage Retained
2 1/2-inches	0
2-inches	0 - 20
1 1/2-inches	15 - 50
3/4-inches	60 - 80
No. 4	95 - 100

2. Grade No. 2 - Maximum Nominal Size 1 1/2-inches (37.5 mm)

Sieve	Percentage Retained
2-inches	0
1 1/2-inches	0 - 5
3/4-inches	30 - 65
3/8-inches	70 - 90
No. 4	95 - 100

3. Grade No. 3 - Maximum Nominal Size 1-inch (25 mm)

Sieve	Percentage Retained
1 1/2-inches	0 - 5
3/4-inches	10 - 40
1/2-inches	40 - 75
No. 4	95 - 100

4. Grade No. 4 - Maximum Nominal Size 3/8-inch (9.5 mm)

Sieve	Percentage Retained
1/2-inches	0 - 5
3/8-inches	5 - 30
No. 4	75 - 100

G. Gradation Requirements - maximum size of aggregate for structural concrete shall not exceed three inches, and shall be reduced in size to meet the following conditions:

1. One-sixth (1/6) of the least dimension between forms of that part of the structure in which concrete is to be placed.
2. Three-fourths (3/4) of the clear space between reinforcement.
3. The maximum size aggregate is defined as the clear space between the

sides of the smallest square openings through which 95 percent of the weight of the aggregate can be passed.

4. Unless otherwise noted or restricted by above, the Grade No. 2 gradation shall be used.

2.05 PIT-RUN AGGREGATE:

A. Pit-run aggregate is the natural gravel and sand obtained from pits without the addition of other fine or coarse aggregates, and shall consist of hard, durable, uncoated pebbles or stone particles mixed with sand.

B. Pit-run aggregate shall be free from lumps of clay and injurious amounts of dust, shale, soft or flaky particles, salt and alkali.

C. Pit-run aggregate shall be well graded from coarse to fine when tested by standard laboratory methods and shall meet the following minimum requirements for percentages by weight:

1. Retained on 1/4 in sieve 55 to 60%

D. Pit-run aggregate shall not be used for high-strength concrete of 3000 psi and stronger.

E. Pit-run aggregate may be used only for concrete cushion, cradle and protection for pipe.

2.06 ADMIXTURES:

A. Concrete admixtures shall comply with Section 03320.

2.07 REINFORCING STEEL:

A. Reinforcing steel shall comply with Section 03330.

2.08 CURING MATERIALS:

A. Liquid Membrane: white pigmented chlorinated rubber, ASTM C309.

B. Liquid Membrane: resin base, clear compound, permitting application of paint, Servicised Products Corporation - Code 2802 or equal.

C. Plastic Film: White pigmented, 0.00085-inches (minimum) thick.

D. Burlap: jute fabric, lean, free of impurities.

E. Surface Hardener: gray crystal, acidic fluosilicate base, slightly hygroscopic chemical surface hardener, SIKA Hardener, SIKA Chemical Corporation, or equal.

2.09 JOINT MATERIALS:

A. Joint Sealer: hot poured, non-extruding, elastic, ASTM D1190.

B. Preformed Expansion Joint Filler: non-extruding, bituminous fiber, ASTM D1751.

2.10 WATERSTOP:

A. Polyvinyl chloride or rubber, centerbulb.

B. Size to suit joinings, minimum 6-inches.

2.11 FORM MATERIALS:

A. Use plywood, metal, metal framed plywood faced or other acceptable panel-type material.

B. Coat forms with non-bonding, non-staining commercial compounds.

2.12 MOISTURE BARRIER:

A. Polyethylene sheet, minimum 8-mil., ASTM E154.

2.13 CONCRETE MIX DESIGN AND CONTROL:

A. Submit not less than 10 days prior to the start of concreting operations to the Engineer:

1. Mix design, using a coarse aggregate factor acceptable to the Engineer.
2. Sufficient samples of all materials to be incorporated into the mix for testing.
3. Full description of the source of supply of each material component.

B. Coarse aggregate factor:

1. Not more than 0.82 when voids less than 48%.
2. Not more than 0.85 when voids exceed 48%.
3. Not less than 0.68.

C. No changes or deviations from proportions or sources of supply without approval of Engineer.

D. No concrete may be placed on the job site until the mix design has been approved by Engineer in writing to the Contractor.

2.14 CONCRETE QUALITY:

A. Consistency:

1. Mortar shall cling to the coarse aggregate.
2. The aggregate shall not segregate during transport.
3. The concrete and mortar shall show no free water when removed from the mixer.

B. The consistency should allow the completion of all finishing operations with the addition of water to the surface.

C. The concrete shall be uniform, workable, cohesive, possess satisfactory finishing qualities and be of the stiffest consistency that can be placed and vibrated into a homogeneous mass.

D. Excessive bleeding shall be avoided.

E. Slump requirements shall be as follows:

Structural Concrete	Average Slump	Maximum Slump
1. Cased Drilled Shafts and Thin-walled Sections (9-inches or less)	4	5
2. Slabs, Caps, Columns, Piers, wall sections over 9-inches. etc.	3	4
3. Slip Form Paving	1/2	2
4. Underwater or Seal Concrete	5	6
5. Rip-rap, Curb, Gutter and other Miscellaneous Surfaces	As Specified By Owner	As Specified By Owner

NOTE: No concrete shall be permitted with slump in excess of the maximums shown. Any concrete mix failing to meet the above consistency requirements, although meeting the slump requirements shall be considered unsatisfactory; and the mix shall be changed to correct such unsatisfactory conditions.

F. The concrete shall comply with Table 1 below:

TABLE 1 - CLASSES OF CONCRETE

Class Of Concrete	Minimum Maximum SX Cement Per CY	Minimum Comp. Strength 28-day PSI	Minimum Beam Strength 7-day psi ****	Maximum Water Cement Item 2.1.1 (c)(4)	Coarse Aggregate Number
A	5.0	3000	500	6.5	2-3-4
B	4.0	2000	330	8.0	2-3-4
C*	6.0	3600	600	6.0	1-2-3**
D	3.0	1500	250	11.0	2-3-4
E	6.0	3000	500	7.0	2-3
F	6.5	4200	700	5.5	2-3
H***	6.5 - 8.0	ASP	NA	5.5	3

ASP = As Specified on Plans.
*Entrained Air.
**No. 1 coarse aggregate may be used in foundations only (Except cased drilled shafts).
***Prestressed Concrete.
****ASTI C293 (Center Point).

2.15 GROUT:

A. Non-Shrink:

1. Use premixed non-shrink, Embeco Pre-Mixed Grout or Embeco Pre-Mixed Mortar by Master Builders Company or equal.
2. Keep water to a minimum for placing by the dry packing method.

PART 3 - EXECUTION

3.01 SUBGRADE:

A. Insure subgrade is true to line and grade and compacted as specified.

B. Fill and recompact any ruts or depressions.

C. Check cross section with a template.

D. Place moisture barrier or moisten subgrade prior to placing of concrete. Method to be approved by Engineer.

3.02 FORMS:

A. Provide forms for all concrete work, including footings and base slabs.

B. Construct forms so that completed concrete will conform to shapes, lines, grades and dimensions indicated and required.

C. Forms shall be true, plumb and level with reasonably tight joints. Adequately support and brace forms.

D. Place anchors, inserts, blots, sleeves and other devices indicated or required for the various portions of all the work.

E. Oil temporary forms with non-staining form oil before reinforcing steel is placed.

F. Rough form finish as defined by ACI 301 permitted for concealed concrete.

G. Smooth form finish as defined by ACI 301 permitted for concealed concrete.

H. Provide 3/4 inch chamfer on exposed corners and edges, and 1-foot below ground level.

3.03 REMOVAL OF FORMS:

A. Do not remove forms or supports until concrete has acquired sufficient strength to safely support its own weight and the superimposed loads.

B. Remove formwork for columns, walls, beam sides and other parts not supporting the weight of the concrete as soon as the concrete has hardened sufficiently to resist damage from removal operations.

C. Formwork for slabs, beam soffits and other parts supporting the weight of the concrete shall remain in place until the concrete has reached its specified 28-day strength.

D. Protect concrete from damage prior to acceptance.

E. Prohibit traffic until concrete is at least 10 days old.

F. Cure areas previously covered by forms.

3.04 MIXING CONCRETE:

A. Maintain all equipment, tools, and machinery used for hauling materials and performing any part of the work to insure completion of the work underway without excessive delays for repairs or replacement.

B. Mixing shall be done in a mixer of adequate size and type to produce uniform distribution of the material throughout the mass.

C. The mixer shall have a plate affixed showing the manufacturer's recommended operating data and it shall be operated within the speed and capacity limits stated thereon.

D. The absolute volume of the concrete batch shall not exceed the rated capacity of the mixer.

E. The entire contents of the drum shall be discharged before any materials are placed.

F. Improperly mixed concrete will not be placed.

G. The mixing time shall be in accordance with the recommendations of the mixer manufacturer.

H. Transit Mix Concrete:

1. Sufficient transit mix equipment shall be assigned exclusively to the project as required for continuous operation.
2. Satisfactory evidence shall be furnished so that the delivery of concrete shall be continuous at regular and uniform intervals, without stoppage or interruption.
3. Concrete shall not be placed on the job after a period of 1 hour after the cement has been placed in the mixer, with mixer turning; 30 minutes without turning.

I. Continuous Volumetric Mix Concrete:

1. A mobile, continuous, volumetric mixer of the rotating puddle type may be used for when approved by Engineer.
2. Mixers shall be designed to receive all the concrete ingredients, including admixtures, required by the mix design in a continuous uniform rate and mixed to the required consistency before discharging.
3. The mixers shall have adequate water supply and metering devices.
4. Calibration of these mixers will be required.

3.05 PLACING CONCRETE:

A. The minimum temperature of all concrete at the time of placement shall not be less than 50°F.

B. Clean transporting equipment, reinforcing and embedded items before placing concrete.

C. Batch trucks or paving equipment not permitted on prepared subgrade unless authorized by the Engineer based on actual job conditions.

D. Place no concrete until after inspection of forms by Engineer.

E. The maximum time interval between the addition of cement to the batch, and the placing of concrete in the forms shall not exceed the following:

Air or Concrete Temperature	Non-Agitated Concrete	Maximum Time
80°F or Above	26.6°C	15 minutes
35 to 79°F	1.6 to 26.1°C	30 minutes

Air or Concrete Temperature	Agitated Concrete	Maximum Time
90°F or Above	32.2°C	45 minutes
75 to 89°F	23.9 to 31.6°C	60 minutes
35 to 74°F	1.6 to 23.3°C	90 minutes

F. Prevent segregation during placing.

G. Consolidate flat work with one pass of mechanical vibrator moving parallel to centerline. Unusual section and widths may be hand puddled and finished.

H. Place concrete continuously so that each pour unit will be monolithic in construction and will terminate at expansion, contraction or construction joint. Permit not more than 30 minutes between depositing adjacent batches.

I. Place slab concrete over membrane before the waterproofing membrane becomes damaged or dirty.

J. Concrete placement will not be permitted when impending weather conditions will impair the quality of the work.

K. Slope horizontal surfaces of exterior concrete for drainage.

L. Deposit concrete in forms in horizontal layers not deeper than 24 inches. Avoid inclined construction joints. Place each layer while preceding layer is still plastic to avoid cold joints.

M. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.

N. Do not use vibrators to transport concrete inside of forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to penetrate placed layer of concrete and at least 6-inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. Limit vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.

3.06 PLACING CONCRETE IN WATER:

A. Concrete shall be deposited in water only when specified on the plans or with written permission of the Engineer.

B. The forms or cofferdams shall be sufficiently tight to prevent any water current passing through the space in which the concrete is deposited.

C. Pump will not be permitted during the concrete placing, nor until it has set for at least 36 hours.

D. The concrete shall be placed with a tremie, closed bottom-dump bucket or other approved method.

E. The concrete shall not be allowed to fall freely through the water nor shall it be disturbed after it has been placed. Its surface shall be kept approximately level during placement.

F. The tremie shall consist of a water-tight tube 14-inches or less in diameter. It shall be constructed so that the bottom can be sealed and opened after it is in place and fully charged with concrete. It shall be supported so that it can be easily moved horizontally to cover all the work area and vertically to control the concrete flow. The lower end of the tremie shall be submerged in the concrete at all times.

G. Bottom-dump buckets used for underwater placing shall have a capacity of not less than one-half cubic yard. It shall be lowered gradually and carefully until it rests upon the concrete already placed and raised very slowly during the upward travel; the intent being to maintain still water at the point of discharge and to avoid agitating the mixture.

H. The placing operations shall be continuous until the work is complete.

I. Unless otherwise specified, all concrete placed under water, except seal concrete, shall contain an additional sack of cement per cubic yard.

3.07 JOINTS:

A. Type ‘A’ (Contraction) Joints:

1. Extend entirely across flat slabs at locations shown.
2. Where location is not shown, maximum spacing is:
    a. Driveways: 10-feet.
    b. Sidewalks: 4-feet.
    c. Other flat slabs: 20 times slab thickness.
3. Saw depth not less than 1/4 slab thickness.

B. Type ‘B’ (Isolation) Joint:

1. Install where shown on the plans.
2. Where location is not shown, place between all structures and features which project through, into or against slab.
3. Install according to manufacturer's recommendations. Set material securely before placing concrete.
4. Install 1/2-inch width unless shown otherwise.

C. Filling Joints:

1. Fill no later than 14 days after sawing.
2. Fill immediately following cleaning.
3. Fill to 1/8-inch of surface.
4. Remove excess while material is still pliable.
5. Refill low areas where necessary.
6. Omit filling sidewalk joints.

3.08 FINISHING EXTERIOR FLAT WORK:

A. Strike off and float as required.

B. Check surface with ten foot straight edge, maximum variance allowed is 1/8-inch.

C. Drag concrete surface longitudinally with double thickness burlap drag after completion of straight edging unless noted otherwise.

D. Use edger on edges of slab.

E. Use hand finishing only when approved by Engineer.

3.09 FINISHING OTHER CONCRETE:

A. Interior floors: smooth, steel-troweled finish. Use edger on exposed edges. Grind smooth defects which would telegraph through applied finish flooring.

B. Exterior walks and steps: lightly broomed finish transverse to traffic flow. Use edger on exposed edges.

C. Other surfaces:

1. Remove fins, projections and loose material.
2. Clean surfaces of form oil.
3. Patch honeycomb, aggregate pockets, voids and holes as follows:
    a. Chip out until sound concrete is exposed to minimum depth of 1-inch .
    b. Prepare patching mortar with approximately two parts of normal Portland Cement, one part white cement, nine parts fine aggregate; vary proportions of aggregate as necessary to match color of adjacent concrete.
4. Fill holes left by form ties to within 1 inch of surface with non-shrink grout. Fill remainder with patching mortar specified hereinbefore.
5. Apply grout-cleaned finish to all exposed vertical surfaces. Wet surface and rub grout on surfaces with rubber or cork float. Scrape off excess grout and finish with brick rubbing or as approved by Engineer.

D. Coordinate required finish with Engineer.

3.10 CURING:

A. Contractor shall inform the Engineer fully of the methods and procedures proposed for curing; shall provide proper equipment and in adequate amounts; and shall have approval of the proposed method, equipment and materials prior to placing concrete.

B. All concrete shall be cured for a period of 4 days except as noted herein.

1. Exceptions to 4-day Curing.
    a. Upper surfaces of Bridge Roadways, Median and Sidewalk Slabs, and Top Slabs of Direct Traffic Culverts require 8 curing days.
    b. A curing day is defined as a calendar day when the ambient temperature, taken in the shade away from artificial heat, is above 50° F(10°C) for at least 19 hours. If the ambient temperature is 50° F or less, a curing day is accepted only if satisfactory provisions are made to maintain the temperature at all surfaces of the concrete above 40° Fahrenheit (4.4°C) for the entire 24 hours.

C. Form Curing:

1. When forms are left in contact with the concrete, other curing methods shall not be required except for cold-weather protection.

D. Water Curing:

1. All exposed surfaces of the concrete shall be kept wet continuously for the required curing time. The water used for curing shall meet requirements for concrete mixing water.
    a. Wet Mat:
        (1) Cotton mats shall be used for this curing method. The mats shall not be placed in contact with the concrete until such time that damage shall not occur to the surfaces.
        (2) Damp burlap blankets made from 9-ounce stock may be placed upon the damp concrete surface for temporary protection prior to the application of the cotton mats.
        (3) The mats may be placed by and wetted down after placement.
        (4) Mat curing, except for continuous placements, shall commence not later than three hours after finishing of the roadway slab.
        (5) The mats shall be weighted down adequately to provide continuous contact with all concrete surfaces where possible.
        (6) The surfaces of the concrete shall be kept wet for the required curing time.
        (7) Surfaces which cannot be cured by contact shall be enclosed with mats, anchored positively to the forms, or to the ground, so that outside air cannot enter the enclosure. Sufficient moisture shall be provided inside the enclosure to keep all surfaces of the concrete wet.
    b. Water spray:
        (1) This method shall be accomplished by overlapping sprays or

sprinklers, so that all unformed surfaces are kept continuously wet.

c. Ponding:

(1) This method requires the covering of the surface with a minimum of two inches (5 cm) of clean granular material, kept wet at all times; or water to a minimum depth of one inch (2.5 cm). Satisfactory provisions shall be made to provide a dam to retain the granular material or water.

E. Membrane Curing

1. Unless otherwise shown on the plans, Type 2 membrane curing compound may be used where permitted.
2. A membrane shall be applied in a single, uniform coating at the rate of coverage recommended by the manufacturer and as approved by the Engineer, but not less than nine gallons per 210 feet (.0038M^3 63M) of area. Tests for acceptance shall be at this specified rate.
3. Membrane curing shall not be applied to dry surfaces; but shall be applied to horizontal surfaces just before free moisture has disappeared.
4. Formed surfaces and surfaces which have been given a first rub shall be dampened and shall be moist at the time of application of the membrane.

	REQUIRED		**PERMITTED**	
Structure Unit Description	Water for Complete Curing	Membrane for Interim Curing	Water for Complete Curing	Membrane for Interim Curing
Upper surfaces of bridge roadway; median *and* sidewalk slabs; top slabs of direct traffic culverts; top surface of any concrete unit upon which concrete is to be placed and bonded at a later interval (stub walls risers, etc.) Other super-structure concrete (curbs, wing-walls, parapet walls, etc.)	X	X		Resin Basin
Top surface of precast and/or prestressed piling	X	X		
All substructure con-crete culverts box sewers inlets man-holes retaining walls riprap	X	X		

*Polyethylene sheeting or burlap polyethylene mats fastened to prevent outside air from entering into the concrete shall be considered equivalent to water or membrane curing per this item.

5. When membrane is used for complete curing, the film shall remain unbroken for the minimum curing period specified. Membrane which is damaged shall be corrected immediately by reapplication of membrane.

3.11 TESTING:

A. Furnish at least five cylinders or beams from each 50 cubic yard, or portion thereof for test purposes unless otherwise directed by Engineer. Test two cylinder at 7 days, test two cylinders at 28 days and test final cylinder only if needed for confirmation of compression strength.

3.12 MISCELLANEOUS CONCRETE ITEMS:

A. Filling-in: fill in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Use non-shrink grout as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.

B. Equipment bases and foundations: provide machine and equipment bases and foundations, as shown on drawings. Set anchor bolts for machines and equipment to template at correct elevations, complying with certified diagrams or templates of the manufacturer furnishing machines and equipment. Use non-shrink grout as shown on plans.

C. Steel pan stairs: provide concrete fill for steel pan stair treads and landings and associated items. Cast-in safety inserts and accessories as shown on drawings. Screen, tamp and finish concrete surfaces as scheduled.

D. Reinforced masonry: provide concrete grout for reinforced masonry lintels and bond beams where indicated on drawings and as scheduled. Maintain accurate location of reinforcing steel during concrete placement.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT:

A. Cast-in-place concrete for the work shown on the plans shall be measured by the cubic yard as specified in the pans and contract.

4.02 PAYMENT:

A. The accepted quantities of cast-in-place concrete shall be paid for at the unit bid price per cubic yard.

B. The unit bid price shall be full compensation for furnishing, hauling, and mixing all concrete materials, including trial batches; placing curing and finishing all concrete; for all grouting and joints; furnishing and placing all expansion and

construction joints, except as provided in the plans; furnishing and placing metal flashing strips and waterstops; and for all forms and false-work, labor tools, equipment and incidentals necessary to complete the work.

C. The preceding provisions for payment shall not be interpreted to provide payment of concrete in railing, piling, precast, prestressed concrete units or other concrete items of which provision is otherwise made in the contract.

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

SECTION 03330 REINFORCING STEEL

PART 1 - GENERAL

1.01 SCOPE:

This work shall consist of the furnishing and placing of reinforcing steel, deformed and smooth, of the size and quantity indicated and in accordance with these specifications.

PART 2 - PRODUCTS

2.01 BARS

A. Bar reinforcement shall be deformed and shall conform to ASTM A 615, A 616, Grades 40, 60 or 75 and shall be open-hearth, basic oxygen or electric furnace new billet steel, unless otherwise indicated. Large diameter new billet steel (Nos. 14 and 18), Grade 75, will be permitted for straight bars only.

B. Where bending of bar sizes No. 14 or No. 18 of Grades 40 or 60 is required, bend testing shall be performed on representative specimens as described for smaller bars in the applicable ASTM specification. The required bend shall be 90 degrees at a minimum temperature of 60 F around a pin having a diameter of 10 times the nominal diameter of the bar and shall be free of cracking.

C. Spiral reinforcement shall be either smooth or deformed bars or wire of the minimum diameter indicated. Bars for spiral reinforcement shall comply with ASTM A 675, A 615 or A 617. Wire shall comply with ASTM A 82. The minimum yield strength for spiral reinforcement shall be 40,000 psi.

D. In cases where the provisions of this item are in conflict with the provisions of the ASTM Designation to which reference is made, the provisions of this item shall govern.

E. Report of chemical analysis showing the percentages of carbon, manganese, phosphorus and sulfur will be required for all reinforcing steel when it is to be welded, except for drill shafts. No tack welding will be allowed. All welding shall conform to the requirements of AWS D-1-72.

F. The nominal size and area and the theoretical weight (lbs) of reinforcing steel bars covered by these specifications are as follows:

BAR SIZE NUMBER	NOMINAL DIAMETER (INCHES)	NOMINAL AREA (SQ INCHES)	WEIGHT PER LINEAR FOOT (POUNDS)
2	0.250	0.05	0.167
3	0.375	0.11	0.376
4	0.500	0.20	0.668
5	0.625	0.31	1.043
6	0.750	0.44	1.502
7	0.875	0.60	2.044
8	1.000	0.79	2.670
9	1.128	1.00	3.400
10	1.270	1.27	4.303
11	1.410	1.56	5.313
14	1.693	2.25	7.65
18	2.257	4.00	13.60

G. Smooth bars, larger than No. 4, may be steel conforming to the above or may be furnished in any steel that meets the physical requirements of ASTM A36.

H. Smooth, round bars shall be designated by size number through No. 4. Smooth bars above No. 4 shall be designated by diameter in inches.

2.03 WELDED WIRE FABRIC

A. Wire for fabric reinforcement shall be cold-drawn from rods hot-rolled from open-hearth, basic oxygen or electric furnace billet. Wire shall conform to the requirements of the standard Specifications for Cold-Drawn Steel Wire for Concrete Reinforcement, ASTM A82 or A 496. Wire fabric, when used as reinforcement, shall conform to ASTM A 185 or A 497.

B. When wire is ordered by size numbers, the following relations between size number, diameter in inches and area shall apply unless otherwise indicated:

SIZE W NUMBER	NOMINAL DIAMETER (INCH)	NOMINAL AREA (SQ INCHES)
31	0.628	0.310
30	0.618	0.300
28	0.597	0.280
26	0.575	0.260
24	0.553	0.240
22	0.529	0.220
20	0.505	0.200
18	0.479	0.180
16	0.451	0.160
14	0.391	0.140
12	0.391	0.120

10	0.357	0.100
SIZE W NUMBER	NOMINAL DIAMETER (INCH)	NOMINAL AREA (SQ INCHES)
8	0.319	0.080
7	0.299	0.070
6	0.276	0.060
5.5	0.265	0.055
5	0.252	0.050
4.5	0.239	0.045
4	0.226	0.040
3.5	0.211	0.035
3	0.195	0.030
2.5	0.178	0.025
2	0.160	0.020
1.5	0.138	0.015
1.2	0.124	0.012
1	0.113	0.010
0.5	0.080	0.005

C. When deformed wire is required, the size number shall be preceded by D and for smooth wire the prefix W shall be shown.

2.04 CHAIRS AND SUPPORTS

A. Chairs and Supports shall be steel, precast mortar or concrete block cast in molds meeting the approval of the ENGINEER of sufficient strength to position the reinforcement as indicated when supporting the dead load of the reinforcement, the weight of the workers placing concrete and the weight of the concrete bearing on the steel.

B. Chairs shall be plastic coated when indicated.

C. Chair types and uses shall be as follows:

Structural or Architectural Elements (columns, beams, walls, slabs) exposed to weather, not subjected to sand blasting, water blasting or grinding.	Galvanized steel or steel chairs with plastic coated feet.
Structural or Architectural Elements exposed to weather and subject to sand blasting, water blasting or grinding.	Stainless steel chairs.
Structural or Architectural Elements exposed to weather or corrosive conditions.	Uncoated steel chairs.

Slabs and grade beams cast on grade. Steel chairs with a base with 9 inch^2 minimum area or sufficient area to prevent the chair from sinking into fill or subgrade. Precast mortar or concrete blocks meeting the requirements of this item may be used.

2.05 BENDING

A. The reinforcement shall be bent cold, true to the shapes indicated. Bending shall preferably be done in the shop.

B. Irregularities in bending shall be cause for rejection.

C. Unless otherwise indicated, the inside diameter of bar bends, in terms of the nominal bar diameter (d), shall be as follows:

1. Bends of 90 degrees and greater in stirrups, ties and other secondary bars that enclose another bar in the bend:

Bar Number	Grade 40	Grade 50
3, 4, 5	3d	4d
6, 7, 8	4d	5d

2. All bends in main bars and in secondary bars not covered above:

Bar Number	Grade 40	Grade 60	Grade 75
3 - 8	6d	6d	--
9, 10	8d	8d	--
11	8d	8d	8d
14, 18	10d	10d	--

2.06 STORAGE

A. Steel reinforcement shall be stored above the surface of the ground upon platforms, skids or other supports and shall be protected as far as practicable from mechanical injury and surface deterioration caused by exposure to conditions producing rust.

B. When placed in the work, reinforcement shall be free from dirt, paint, grease, oil or other foreign materials. Reinforcement shall be free from injurious defects such as cracks and laminations.

C. Rust, surface seams, surface irregularities or mill scale will not be cause for rejection, provided the minimum dimensions, cross sectional area and tensile properties of a hand wire brushed specimen meets the physical requirements for the size and grade of steel indicated.

2.07 SPLICES

A. No splicing of bars, except when indicated or specified herein, will be permitted without written approval of the ENGINEER.

B. No substitution of bars will be allowed without the approval of the ENGINEER. Any splicing of substituted bars shall conform to Table 03330-1.

C. Splices not indicted will be permitted in slabs no more than 15 inches in thickness, columns, walls and parapets, but not included for measurement, subject to the following:

1. Splices will not be permitted in bars 30 feet or less in plan length.

2. For bars exceeding 30 feet in plan length, the distance center to center of splices shall not be less than 30 feet minus 1 splice length, with no more than 1 individual bar length less than 10 feet.

3. Splices not indicated, but permitted hereby, shall conform to Table 03330-1. The specified concrete cover shall be maintained at such splices and the bars placed in contact and securely tied together.

Table 03330-1
Minimum Lap Requirements

Bar Number	Grade 40	Grade 60
3	1 foot 0 inches	1 foot 0 inches
4	1 foot 2 inches	1 foot 9 inches
5	1 foot 5 inches	2 feet 2 inches
6	1 foot 9 inches	2 feet 7 inches
7	2 feet 4 inches	3 feet 5 inches
8	3 feet 0 inches	4 feet 6 inches
9	3 feet 10 inches	5 feet 6 inches
10	4 feet 10 inches	7 feet 3 inches
11	5 feet 11 inches	8 feet 11 inches

D. Spiral steel shall be lapped a minimum of 1 turn. Bar No. 14 and No. 18 may not be lapped.

E. Welding of reinforcing bars may be used only where indicated or as permitted herein. all welding operations, processes, equipment, materials, workmanship and inspection shall conform to the requirements indicated. All splices shall be of such dimension and character as to develop the full strength of the bar being spliced.

F. End preparation for butt welding reinforcing bars shall be done in the field, except Bar No. 6 and larger shall be done in the shop. Delivered bars shall be of sufficient length to permit this practice.

G. For box culvert extensions with less than 1 foot of fill, the existing longitudinal bars shall have a lap with the new bars as shown in Table 03330-1.

H. For box extensions with more than 1 foot of fill, a minimum lap of 6 inches will be required.

I. Unless otherwise indicated, dowel bars transferring tensile stress shall have a minimum embedment equal to the minimum lap requirements shown in Table 03330-1.

J. Shear transfer dowels shall have a minimum embedment of 12 inches.

PART 3 - EXECUTION

3.01 PLACING

A. Reinforcement shall be placed as near as possible in the position indicated. Unless otherwise indicated, dimensions shown for reinforcement are to the center of the bars.

B. In the plane of the steel parallel to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/12 of the spacing between bars. In the plane of the steel perpendicular to the nearest surface of concrete, bars shall not vary from plan placement by more than 1/4 inch.

C. Cover of concrete to the nearest surface of steel shall be as follows:

Item		Min. Cover (Inches)
1.	Concrete cast against and permanently exposed to earth.	3
2.	Concrete exposed to earth or weather:	
	Bar No. 6 through 18 bars	2
	Bar No. 5, W31 or D31 wire and smaller	1-1/2
3.	Concrete not exposed to weather or in contact with ground:	
	(slabs, walls, joists)	
	Bar No. 14 and 18	1-1/2
	Bar No. 11 and smaller	1
	(Beams, columns)	
	Primary reinforcement, ties, stirrups, spirals	1-1/2
	(Shells, folded plate members)	
	Bar No. 6 and larger	1
	Bar No. 5, W31 or D31 wire, and smaller	1

D. Vertical stirrups shall always pass around the main tension members and be attached securely thereto. The reinforcing steel shall be spaced its required distance from the form surface by means of approved galvanized metal spacers, metal spacers with plastic coated tips, stainless steel spacers, plastic spacers or approved precast mortar or concrete blocks. For approval of plastic spacers on a project, representative samples of the plastic shall show no visible indications of deterioration after immersion in a 5 percent solution of sodium hydroxide for 120 hours.

E. All reinforcing steel shall be tied at all intersections, except that where spacing is less than 1 foot in each direction, alternate intersections only need be tied. For reinforcing steel cages for other structural members, the steel shall be tied at enough intersections to provide a rigid cage of steel. Mats of wire fabric shall overlap each other 1 full space as a minimum to maintain a uniform strength and shall be tied at the ends and edges.

F. Where prefabricated deformed wire mats are specified or if the CONTRACTOR requests, welded wire fabric may be substituted for a comparable area of steel reinforcing bar plan, subject to the approval of the ENGINEER.

G. A suitable tie wire shall be provided in each block, to be used for anchoring to the steel. Except in unusual cases and when specifically authorized by the

ENGINEER, the size of the surface to be placed adjacent to the forms shall not exceed 2 1/2 inches square or the equivalent thereof in cases where circular or rectangular areas are provided. Blocks shall be cast accurately the thickness required and the surface to be placed adjacent to the forms shall be a true plan, free of surface imperfections.

H. Reinforcement shall be supported and tied in such a manner that sufficiently rigid cage of steel is provided. If the cage is not adequately supported to resist settlement or floating upward of the steel, overturning of truss bars or movement in any direction during concrete placement, permission to continue concrete placement will be withheld until corrective measures are taken. Sufficient measurements shall be made during concrete placement to insure compliance with the above.

I. No concrete shall be deposited until the ENGINEER has reviewed the placement of the reinforcing steel and all mortar, mud, dirt, etc., shall be cleaned from the reinforcement, forms, workers' boots and tools.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

A. The measurement of quantities of reinforcement furnished and placed will be

based on the calculated weight of the steel actually placed as indicated, with

no allowance made for added bar lengths for splices requested by the CONTRACTOR nor for extra steel used when bars larger than those indicated or with a higher grade of steel are substituted with the permission of the ENGINEER.

B. Tie wires and supporting devices will not be included in the calculated weights.

C. The calculated weight of bar reinforcement will be determined using the theoretical bar weight set forth in this item.

D. Measurement required by a change in design will be computed as described above for the actual steel required to complete the work.

4.02 PAYMENT

A. The accepted quantities of reinforcing steel will be paid for at the contract unit bid price per pound complete in place.

B. When not listed as a separate contract pay item, reinforcing steel shall be considered as incidental work, and the cost thereof shall be included in such contract pay item(s) as are provided in the proposal contract.

C. Compensation, whether by contract pay item or incidental work, will be for furnishing, bending, fabricating, welding and placing reinforcement, for all clips, blocks, metal spacers, ties, chairs, wire or other materials used for fastening reinforcement in place and for all tools, labor, equipment and incidentals necessary to complete the work.

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

APPENDIX B

BID PAGE

PROPOSAL

TO OWNER:

The undersigned, as bidders, declared that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the form of contract, Notice to Contractors, specifications and the plans thereon referred to, and has carefully examined the locations, and conditions and classes or materials of the proposed work; and agrees that he will provide all the necessary labor, machinery, tools, and apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

The Bidder shall attach to his bid sheet a list of any exceptions to the specifications.

It is understood that the following quantities of work to be done at unit prices are approximately only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished, may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of the work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the specifications.

The bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a contract and file a performance bond and payment bond within the ten (10) days after its acceptance, in which case the bid security shall become the property of the OWNER, and shall be considered as a payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder. It is understood that the Owner reserves the right to reject any and all bids.

BID PROPOSAL FORM

TO: Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: Hidalgo County Precinct No. 3 Site Work Improvements
La Mansion Flat Work Concrete Improvements

Pursuant to Advertisement for Bids and Instructions to Bidders, the undersigned Bidder hereby proposes to furnish all the necessary plans, labor, materials, tools, and equipment and to perform all the work for the described project in strict accordance with the plans, contract documents, and any attached Addenda. The Bidder binds himself, upon acceptance of his proposal, to execute a contract and bond according to the time stated and is required by the Plans, Contract Documents, and any attached Addenda for the following price, to wit:

ENGINEER'S ESTIMATE OF QUANTITIES-APPROXIMATE ONLY

ITEM NO.	DESCRIPTION	QUANTITY		UNIT PRICE		ITEM TOTAL
A.	**La Mansion Concrete Flat Work**					
1.	Subgrade Preparation	350 SY	@	$_____	=	$_____
2.	Fill	250 CY	@	$_____	=	$_____
3.	4" Rein. Concrete (3000 PSI)	800 SF	@	$_____	=	$_____
4.	Concrete Footing	450 CF	@	$_____	=	$_____
5.	Flag Poles	3 EA	@	$_____	=	$_____
6.	Erosion Control	Lump Sum	@	$_____	=	$_____
*7.	Utility Adjustments	Stated Amount	@	$5,000.00	=	$5,000.00

TOTAL BASE BID (Item A) : $_____

***Note: Any part of the Stated Allowance for the Utility Adjustments shall only be utilized if authorized by the Engineer in writing. A cost proposal for this item must be submitted by the Contractor and approved by the Engineer prior to work performed.**

Enclosed with this Proposal is a Cashier's Check or Certified Check for _____ ($_____) Dollars, or a Bid Bond in the sum of Five Percent _____ ($_____) Dollars, which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner and the undersigned Bidder fails to execute a contract with the Owner under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Number of calendar days to complete contract **45**.

The undersigned agrees, unless hereinafter stated otherwise to furnish all labor and materials as shown and specified in the Plans and Specifications.

Bidder hereby agrees to commence work under this contract within **5** days after notice to proceed is issued and complete the work within **45** calendar days.

Receipt is acknowledged of the following addenda:

No. _____ Dated _____

No. _____ Dated _____

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

DATE:_____

Respectfully submitted,

By: _____
(Signature)

_____
(Type or Print Name)

(SEAL – IF BIDDER IS A CORPORATION)

_____
(Company)

_____
(Address)

_____

_____
(Phone Number)

_____
(Fax Number)

SPECIAL PROVISIONS

1. Hidalgo County reserves the right to remove any item within the proposal in order to meet the budget.

2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

3. Water, sewer, or other utility services shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractor's price and all such repairs shall conform to the requirements of the company or agency servicing the facility.

5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including buildings, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

6. Until acceptance by the Engineer of any part or all of the construction, as provided for in the plans and these specifications, it shall be under the charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify the Engineer in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by the Owner, Engineer, and Contractor.

8. Upon failure of the Contractor to satisfactorily repair or to remove and replace) rejected work or materials immediately after receiving formal notice from the Engineer, the Owner may recover for such defective work or materials on the Contractor's bond, or by action a court having proper jurisdiction over such matters, or may employ labor and equipment and satisfactorily repair or remove and replace such work and charge the cost of the same to the Contractor, which cost will be deducted from any money due him from this contract.

9. Prospective bidders should make a careful examination of the project site.

10. Contractor shall review his overall method and schedule of construction with Hidalgo County Precinct No. 3 and the Purchasing Department prior to start of construction for proper coordination of inspection.

11. Contractor shall repair all sprinkler systems, asphalt pavement, concrete curb, gutter, sidewalk, or drainage structures damaged during construction.

12. The Contractor shall repair any landscaped areas, fences, etc. damaged during construction.

13. The Contractor shall provide proper traffic control during the construction approved by Hidalgo County Precinct No. 3 and Engineer to insure the safety of the public.

14. The Contractor shall provide any and all temporary graphic construction signs, directional signs and other signs that may be required during construction.

P E R F O R M A N C E B O N D

***PERFORMANCE BOND REQUIRED IF BID IS IN EXCESS OF $100,000.00**

STATUTORY PERFORMANCE BOND PURSUANT TO ARTICLE 2253
OF THE TEXAS LOCAL GOVERNMENT CODE AS AMENDED BY ACTS OF THE 1993,
73RD LEGISLATURE, CH. 268 §1, EFF. SEPT. 1, 1993
****

KNOW ALL MEN BY THESE PRESENTS, THAT_____

_____

_____

_____

(hereinafter called the Principal(s), as Principal(s), and_____

_____

_____

_____

(hereinafter called the Surety(s), as Surety(s), are held and firmly bound unto

_____

_____

_____

_____

(hereinafter called the Obligee), in the amount of_____

_____ Dollars ($_____)

for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20_____, for the_____

_____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by the Acts of the 56th Legislature, Regular Session, 1959, and provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the _____ day of _____ A.D., 20____.

	Principal
ATTEST:	
(Principal) Secretary (SEAL)	Signature
Witness as to Principal	(Print/Type Name)
(Address)	(Address)
ATTEST:	Surety
(Surety) Secretary (SEAL)	Attorney-in-Fact (Signature)
Witness as to Surety	(Print/Type Name)
(Address)	(Address)

NOTE: Date of Bond must 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 or Parish and State; (6) Owner; (7) If Contractor is Partnership, all partners should execute bond.

P A Y M E N T B O N D

***PAYMENT BOND REQUIRED IF BID IS IN EXCEED OF $25,000.00**

STATUTORY PAYMENT BOND PURSUANT TO ARTICLE 2253
OF THE TEXAS LOCAL GOVERNMENT CODE AS AMENDED BY ACTS OF THE 1993,
73RD LEGISLATURE, CH. 268 §1, EFF. SEPT. 1, 1993

****

KNOW ALL MEN BY THESE PRESENTS, that_____

_____

_____

_____

_____

(hereinafter called the Principal(s), as Principal(s), and_____

_____

_____

_____

_____

(hereinafter called the Surety(s), as Surety(s), are held and firmly bond unto_____

_____

_____

_____

_____

(hereinafter called the Obligee), in the amount of _____

_____ Dollars ($_____)

for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20_____, to _____

_____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statutes of Texas as amended by the Acts of the 56th Legislature, Regular Session, 1959, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the _____ day of A.D., 20_____.

_____
Principal

ATTEST:

_____ _____
(Principal) Secretary Signature
(SEAL)

_____ _____
Witness as to Principal (Print/Type Name)

_____ _____
(Address) (Address)

ATTEST:

_____
Surety

_____ _____
(Surety) Secretary Attorney-in-Fact (Signature)
(SEAL)

_____ _____
Witness as to Surety (Print/Type Name)

_____ _____
(Address) (Address)

NOTE: 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 or Parish and State; (6) Owner; (7) If Contractor is Partnership, all partners should execute bond.

APPENDIX 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 provide d 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
	PHONE (A/C, No, Ext): / FAX (A/C, No):
	E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S, HIGHWAY BUS. 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SAMPLE

ACORD 25 (2010/05)

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

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 award of the project by the Hidalgo County Commissioners' Court;

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the project by the Hidalgo County Commissioners' Court; currently carry the following:

Professional Liability (Errors & Omissions): $_____
Automobile Liability: $_____General Liability: $_____

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

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department in order to qualify for award of the project 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 award of the project to be rescinded and then re-awarded to next qualified vendor. 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 BE ACCOMPANY YOUR RESPONSE

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

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

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

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

APPENDIX D

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.

APPENDIX E

VENDOR ENROLLMENT SOLUTION and
HUB DECLARATION

VENDOR ENROLLMENT SOLUTION

The Vendor Registration Form has been automated and will only be accepted through online submission. The Vendor Registration Form can be found on the Hidalgo County website: https://www.hidalgocounty.us, Home > Departments > Purchasing > Potential Vendors, or by using the link: https://www.hidalgocounty.us/2912/Potential-Vendors-ConsiderMe.

Upon submission, you will receive an automatic confirmation email response advising your form has been successfully submitted. All submissions are reviewed by the Purchasing Department in the order they are received. Upon review and verification, approved vendors will be will be placed on our Potential Vendors List. Any incomplete submissions will be rejected and returned to the vendor to correct.

If you have any questions regarding the Vendor Registration Form please call the Purchasing Department at (956) 318-2626 or email us at vendor.application@co.hidalgo.tx.us.

For new Vendors:
As part of your procurement packet response, a copy of the confirmation email received is required.

For Current Vendors:
If your Company is a current active Vendor doing business with Hidalgo County, please submit this page and provide your Vendor Number below:

Vendor No.: _____

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

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:

APPENDIX F

CERTIFICATION REGARDING DEBARMENT

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

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

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

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

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

APPENDIX G

TITLE VI APPENDICES

APPENDIX A
THE TITLE VI CONTRACTOR ASSURANCES

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 will comply with the Regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation 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, national origin, sex, age, disability, income or Limited English Proficiency 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 Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by 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 Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

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 funding agency (FHWA or FTA) 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 this information, the contractor shall so certify to the Recipient or the Federal Funding Agency, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Funding Agency may determine to be appropriate, including, but not limited to:
    a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a 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 Funding Agency 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 (Name of Appropriate Legislative Authority), the Regulations for the Administration of (Naming of Appropriate Program), 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, Non-discrimination 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 A 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 (l) 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 non-discrimination 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]. *

(*Reverter 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, permittee, 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 Non-discrimination 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 Non-discrimination 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. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary 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 List of discrimination Acts And Authorities.

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.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E
TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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 non-discrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), 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 of 1990, 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 nondiscrimination 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 of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

APPENDIX J

PROPOSER'S AFFIDAVIT

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____
County of _____

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

(1) He is _____, of _____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all partinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____
(Title)

Subscribed and sworn to before me on this _____

day of _____, 20___.

_____
Notary Public

My Commission expires:_____

APPENDIX K

DRAFT AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR SERVICE
C-21-0622-08-10

THIS CONTRACT is made and entered into this ____ **day of** _____ **2021,** by and between the **County of Hidalgo, Texas** ("**County**"), and _____ ("**Company**").

WHEREAS, County requested responses for: "**Hidalgo County PCT. 3 – La Mansion Flat Work Concrete Improvements**" for the County of Hidalgo. A copy of the procurement packet, including applicable specifications, is attached hereto as **Exhibit "A"**, and is incorporated herein for all purposes ("Procurement Packet"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of the Company's response to the Procurement Packet is attached hereto as **Exhibit "B"**, ("Response") and is incorporated herein for all purposes; and;

WHEREAS, Company represents that it is qualified and desires to perform such services; and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with the Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. During the term of this Contract, Company shall be obligated and hereby promises and agrees to render and provide the Services in accordance with specifications and terms contained in Exhibit "A" Procurement Packet and Exhibit "B" Company's Response. Services shall be performed within **Hidalgo County** following a request for Services by the **County** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further, Hidalgo

County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of **one (1) year(s),** commencing on **August 10, 2021** and expiring on **August 9, 2022**, and may be extended at the sole discretion of the County for an additional **one (1) year** term(s) under the same rates, terms and conditions unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and under the same rates, terms and conditions.

4. **Licenses**. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated and Company shall immediately notify the County.

5. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

6. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

7. **Consideration**. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

8. **Insurance**: Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by the County or as prescribed by law, but in no event shall

any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name the County as an additional insured. Company shall notify County a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to County upon request.

9. **Indemnification. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.**

10. **Assignment**. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

12. **No Waiver**. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

13. **Independent Contractor**. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

14. **Notice**. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

CC: **Hidalgo County Purchasing Department**
Attn: JD Cortez
2802 S. Business Hwy 281
Edinburg, TX 78539

If to Company: NAME: _____
ADDRESS: _____
_____

13. **Provisions**. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. **Termination**. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

16. **Successors**. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code*

§271.903: In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

19. **Headings**. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

20. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

21. **Authority to Execute**. The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

22. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

23. **Immunities:** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

24. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

25. **Additional Documents:** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

26. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED and effective as of the day and year first written above.

COUNTY OF HIDALGO

_____
Richard F. Cortez, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Company:_____

By:_____

Printed Name:_____

Title:_____

Approved By Commissioners Court On: _____

APPROVED AS TO FORM:
Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
_____
Assistant District Attorney

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

EXHIBIT “B”
VENDOR’S RESPONSE/BID

EXHIBIT "C"
INSURANCE REQUIREMENTS

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING CONSTRUCTION

SEC. 1 – Definitions

(a) The Contract Documents shall consist of the Advertisement for Bids, Instructions to Bidders, The Proposal, The Contract Agreement, Performance Bond, Payment Bond, General Conditions of the Contract, Special Conditions of the Contract, Construction Specifications, Construction Drawings, Addendas, Change Orders and the Construction Plans including all modifications thereof incorporated in any of the documents before the execution of the Agreement.

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

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

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

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

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

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

SEC. 2 – Execution and Correlation of Documents

The contract Documents shall be signed in duplicate by the Owner and the Contractor.

The contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In case of conflict between Drawings, and Specifications, the Specifications shall govern. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

SEC. 3 – Design, Drawings and Instructions

It is agreed that the Owner will be responsible for the adequacy of design and sufficiency of the Drawings and Specifications. The Owner, through the Engineer, or the Engineer as the Owner's representative, shall furnish Drawings and Specifications which adequately represent the requirements of the work to be performed under the contract. All such Drawings and instructions shall be consistent with the Contract Documents and shall be true developments thereof. In the case of lump-sum Contracts, Drawings and Specifications which adequately represent the work to be done shall be furnished prior to the time of entering into the Contract. The Engineer may, during the life of the Contract, and in accordance with Section 18, issue additional instructions by means of Drawings or other media necessary to illustrate changes in the work.

SEC. 4 – Copies of Drawings Furnished

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

SEC. 5 – Order of Completion

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

SEC. 6 – Ownership of Drawings

All drawings, Specifications and copies thereof furnished by the Engineer shall not be reused on other work and, with the exception of the signed Contract, sets are to be returned to him on request, at the completion of the work. Owner may keep one set of Drawings for future use on the Project, including for maintenance of the Project.

SEC. 7 – Familiarity with Work

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

SEC. 8 – Change Conditions

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

SEC. 9 – Materials and Appliances

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

SEC. 10 – Employees

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

SEC. 11 – Royalties and Patents

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

SEC. 12 – Surveys

Unless otherwise specified, the Owner shall furnish all land surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work. From the information provided by the Owner, the Contractor shall develop and make all detail surveys needed for construction such as slopes stakes, batter boards, stakes for pile locations and other working points, lines and elevations.

The contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

SEC. 13 – Permits, Licenses and Regulations

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

SEC. 14 – Protection of the Public and of Work and Property

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

In an emergency affecting the safety of life, of the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Engineer, hereby permitted to act at his discretion to prevent such threatened loss or injury. He shall also act, without appeal, if so authorized or instructed by the Engineer.

Any compensation claimed by the Contractor on account of emergency work, shall be determined by agreement.

SEC. 15 – Inspection of Work

The Owner shall provide sufficient competent personnel, working under the supervision of a qualified engineer, for the inspection of the work while such work is in progress to ascertain that the completed work will comply in all respects with the standards and requirements set forth in the Specifications. Notwithstanding such inspection, the contractor will be held responsible for the acceptability of the finished work.

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

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

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

SEC. 16 – Superintendence

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

SEC. 17 – Discrepancies

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

SEC. 18 – Changes in the Work

The Owner may make changes in the Drawings and Specifications of scheduling of the Contract within the general scope at any time by a written order. If such changes add to or deduct from the contractor's cost of the work, the contract shall be adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

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

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

SEC. 19 – Extension of Time

Extension of time stipulated in the Contract for completion of the Work will be made when changes in the work occur, as provided in Section 18; when the work is suspended as provided in Section 23; and when the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, his subcontractor or suppliers, and which were not the result of their fault or negligence. Extension of time for completion shall also be allowed for any delays in the progress of the work caused by any act (except as provided elsewhere in these General Conditions) or neglect of the Owner or of his employees or by other contractors employed by the Owner, or by any delay in the furnishing of Drawings and necessary information by the Engineer, or by any other case which in the opinion of the Engineer entitled the Contractor to an extension of time, including but not restricted to, acts of the public enemy, acts of any government in either its sovereign or any applicable contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restriction, freight embargoes, unusually severe weather, or labor disputes.

The Contractor shall notify the Engineer promptly of any occurrence or conditions which in the Contractor's opinion entitle him to an extension of time. Such notice shall be in writing and shall be submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Engineer shall acknowledge receipt of the Contractor's notice within 5 days of its receipt. Failure to provide such notice shall constitute a waiver by the Contractor of any claim.

SEC. 20 – Claims

If the Contractor claims that any instructions by Drawings or other media issued after the date of the Contract involve extra cost under this Contract, he shall give the Engineer written notice thereof within __7__ days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

SEC. 21 – Deductions for Uncorrected Work

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

SEC. 22 – Correction of Work Before Final Payment

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

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

SEC. 23 – Suspension of Work

The Owner may at any time suspend the work, or any part thereof by giving __1__ days' notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor so to do. The Owner may reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of such suspension, eligibility and amount of reimbursement to be determined by the Engineer.

The contractor may at the Owner's option, be allowed an increase in the contract price or an extension of the contract time, or both; directly attributable to any suspension if Contractor demonstrates an approved claim. Any increases or decreases in the contract price shall be governed by all state and local laws, statutes, codes, ordinances, rules and regulations governing competitive bidding or sealed proposals and change orders.

If the work, or any part thereof, shall be stopped by notice in writing aforesaid, and if the Owner does not give notice in writing to the Contractor to resume work at a date within 15 days of the date fixed in the written notice to suspend, then the contractor may abandon that portion of the work so suspended and he will be entitled to the estimates and payment for all work done on the portions so abandoned.

SEC. 24 – The Owner's Right to Terminate Contract

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

SEC. 25 – Contractor's Right to Stop Work or Terminate Contract

If the work should be stopped under an order of any court, or other public authority, for a period of more than three months, through no act or fault of the contractor or of anyone employed by him, or if the Engineer should fail to issue any estimate for payment within seven days after it is due, or if the Owner should fail to pay the Contractor within seven days of its maturity then the Contractor may, upon seven days' written notice to the Owner and the Engineer, stop work.

SEC. 26 – Removal of Equipment

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

SEC. 27 – Responsibility for Work

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

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

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

Detours : The contractor shall do such work as may be necessary to provide and maintain a detour adjacent to all road structures for public travel. The Contractor shall maintain the detours in such condition that the public can travel over same in comfort and safety, and shall at his own expense perform such work as may be required to keep said detours open to the public at all times. The Contractor shall cooperate with the Engineer in the regulation of traffic and shall so govern his work that when it becomes necessary to suspend construction for a considerable period of time, the roadways will be re-opened to public travel. Material and equipment shall be stored and work shall be so conducted as to obstruct public travel as little as possible, and in no case shall there be less than eighteen (18) foot in width of obstructed roadway for the use of traffic shall be protected with barricades, flags and markers in conformance with the Texas Manual of Uniform Traffic Control Devices. (TMUTCD)

Barricades and Danger Warning and Detour Signs : When any section of the construction site is closed to traffic, the Contractor shall furnish and maintain at each end of the closed section and at all intersecting barricades, adequate warning directional signs. If at any time the barricades are not, in the opinion of the Engineer, sufficient to prevent traffic from entering the closed portions of the street-road-construction site, the Contractor shall provide and maintain watchmen at such points and for such periods of time as the Engineer may direct. When directed by the Engineer or required by the (TMUTCD), the Contractor shall provide and maintain such standard barricades, signs, lights and flags within the closed portion of the street-road- construction site as may be necessary to protect the work and safeguard local traffic.

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

SEC. 28 – Partial Completion and Acceptance

If at any time prior to the issuance of the final certificate referred to in Section 42 hereinafter, any portion of the permanent construction has been satisfactorily completed, and if the Engineer determines that such portion of the permanent construction is not required for the operations of the Contractor but is needed by the Owner, the Engineer shall issue to the Contractor a certificate of partial completion, and thereupon or at any time thereafter the Owner may take over and use the portion of the permanent construction described in such certificate, and exclude the Contractor therefrom.

The issuance of a certificate of partial completion shall not be constructed to constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if he has failed to complete it in accordance with the terms of this contract. The issuance of such a certificate shall not operate to release the Contractor or his sureties from any obligations under this contract or the performance bond.

If any prior use increases the cost of or delay the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Engineer may determine, unless otherwise provided.

SEC. 29 – Payments Withheld Prior to Final Acceptance of Work

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

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

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

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

SEC. 30 – Assignment

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

SEC. 31 – Rights of Various Interests

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

SEC. 32 – Separate Contracts

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

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

SEC. 33 – Subcontracts

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

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

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

SEC. 34 – Engineer's Status

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

SEC. 35 – Engineer's Decisions

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

SEC. 36 – Land of Work

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

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

SEC. 37 – Cleaning Up

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

SEC. 38 – General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall guarantee all material and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty material or workmanship and the Contractor shall promptly make such correction as may be necessary be reason of such defects including the repairs of any damage to other parts of the system or other work resulting from such defects.

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

SEC. 39 – Shop Drawings

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

SEC. 40 – Testing

A testing allowance will be a part of the contract to cover costs of testing authorized by the Engineer. All tests that meet specifications will be paid out of this allowance. All failing tests will be paid directly by the Contractor.

SEC. 41 – Additional Insureds

The Contractor shall name the OWNER & ENGINEER as added insured on all insurance policies required under the contract. The Contractor shall hold the OWNER & ENGINEER harmless for claims resulting from the Contractors' work. The Contractor shall defend all claims against the OWNER & ENGINEER resulting from the Contractor's work.

SEC. 42 – Contractor's Duty and Superintendence

The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR in his absence and all direction given to him shall be as binding as if given to the CONTRACTOR.

The CONTRACTOR is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the plans, specifications and contract.

Likewise, the CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property or himself or any other person, as a result of his operations hereunder. Engineering construction drawings, and specifications and as well as any additional information concerning the work to be performed passing from or through the ENGINEER shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instruction being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in process, or any visit or observation during construction, or any clarification of plans and specifications, by the ENGINEER, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the CONTRACTOR to be for the purpose of observing the extent and nature or work completed or being performed, as measured against the drawings and specifications purpose of enabling CONTRACTOR to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the CONTRACTOR from full and complete responsibility for the proper performance of his work on the project, including but without limitation the propriety of means and methods of the CONTRACTOR in performing said contract, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by the CONTRACTOR from plans and specification that may have been in evidence during any such visitation or observation by the ENGINEER, or any of his representatives, whether called to the CONTRACTOR'S attention or not shall in no way relieve CONTRACTOR form his responsibility to complete all work in accordance with said plans and specifications.

PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Articles 5159A and 5160 of the Revised Civil Statutes of Texas, which Statutes must be complied with. These articles are as follows:

ARTICLE 5159A;

SECTION 1. Not less than the general prevailing rate of per diem wages for work of a similar character in the locality which the work is performed and not less than the general prevailing rate of per diem wages for legal holiday and overtime work, shall be paid to all laborers, workmen and mechanics employed by or on behalf of any County, City and County, City, Town, District or other political subdivision of the State, engaged in the construction of public works, exclusive of maintenance work. Laborers, workmen, and mechanics employed by contractors or subcontractors in the execution of any contract or contracts for public works with the State, or any officer or public body thereof, or in the execution of any contract or contracts for public works, with any County, City and County, City, Town, District or other political subdivision of this State, or any officer or public body thereof, shall be deemed to be employed upon public work.

SECTION 2. The Public body awarding any contract for public work on behalf of the State, or on behalf of any County, City and County, City, Town, District or other political subdivision thereof, or otherwise undertaking any public work, shall ascertain the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft or type of workmen or mechanic needed to execute the contract, and shall specify in the call for bids for said contract, and in the contract itself, what the general prevailing rate of per diem wages in the said locality is for each craft or type of workmen needed to execute the contract, and shall specify in the call for bids for said contract, and in the contract itself, what the general prevailing rate of per diem wages in the said locality is for each craft or type of workmen needed to execute the contract, also the prevailing rate for legal holiday and overtime work, and it shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen and mechanics employed for each calendar day, or portion thereof, such laborer, workman or mechanics is paid less than the stipulated rates for any work done under said contract, by paid less than the stipulated rates for any work done under said contract, by him, or by any subcontractor under him, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers to take cognizance of complaints of all violations of the provisions of this Act committed in the course of the execution of the contract, and when making payments to the contractor of moneys becoming due under said contract to withhold and retain therefrom all sums and amounts which shall have been forfeited pursuant to the herein said stipulation and the terms of this Act; provided, however, that no sum shall be so withheld, retained or forfeited, except from the final payment, without a full investigation by the awarding body.

It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the terms of this Act, and if payment has already been made to him the contractor may recover from him the amount of the penalty or forfeiture in a suit at law.

SECTION 3. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the name and occupations of all laborers, workmen and mechanics employed by him, in connection with the said public work, and showing the actual per diem wages paid to each of such workers, public body awarding the contract, its officers and agents.

SECTION 4. Any construction or repair work done under contract, and paid for in whole or in part out of public funds, other than work done directly by any public utility company pursuant to order of the Railroad Commission or other pubic authority, whether or not done under public supervision or direction or paid for wholly or in part out of public funds, shall be held to be "public works" within the meaning of political subdivision of this State in which the building, highway, road, excavation, or other structures, project, development or improvement is situated in all cases in which the contract is awarded by the States, or any public body thereof, and shall be held to mean the limits of the County, City and County, City, Town, District or other political subdivision on whose behalf the contract is awarded in all other cases. The term "general prevailing rate of per diem wages" shall be the rate determined upon as such rate by the public body awarding the contract, or authorizing the work, whose decision in the matter shall be final. Nothing in this Act, however, shall be constructed to prohibit the payment to any laborer, workman or mechanic employed on any public work as aforesaid of more than the said general prevailing rate of wages.

ARTICLE 5160. Bond for Wages:

Any person or person, firm or corporation, entering into a formal contract with this State or its counties or school districts or other subdivisions thereof or any municipality therein for the construction of any public building, or the prosecution and completion of any public work shall be required, before, commencing such work, to execute the usual Penal Bond, with additional obligation that such contractor shall promptly make payments to all persons supplying him or them with labor and materials in the prosecution of the work provided for in such contract. Any person, company, or corporation who has furnished labor or materials used in the construction or repair or any public building or public work, and payment for which has not been made, shall have the right to intervene and be made a party to any action instituted by the State or any adjudicated in such action and judgment rendered thereon, subject, however, to the priority of the claims and judgment of the State or municipality.

If the full amount of the liability of the surety on said bond is insufficient to pay the full amount of said claims and demands, then after paying the full amount due to the State or municipality, the remainder shall be distributed pro-rata among said intervenors. Provided, further, that all claims for labor and materials furnished to said Contractor, and all claims for labor and material furnished to any contractor shall be itemized and sworn to as required by Statutes as to mechanic's lien claims, and such claims shall be filed with the County Clerk of the County, in which said work is being prosecuted, within ninety days from the date of the delivery of said material and lien record, the name of the claimant, the amount claimed, the name of the contractor and the name of the County, School District, other subdivisions, or municipality with which the contract was made; and the County Clerk shall index the claim under the name of the contractor and under the name of the County, School District, other subdivision or municipality; with which the contract was made.

Provided further, that after completion and acceptance of completed project all moneys due contractor under said contract shall be held by the state or it's counties or school districts or other subdivision, thereof or an affidavit made by Contractor that all just bills for labor and material under this contract has been paid in full by the Contractor.
Acts 1913, P. 185; Acts 1929, 41st leg., P. 4881, Ch. 22 paragraph 1.

"General Decision Number: TX20210003 01/01/2021
Superseded General Decision Number: TX20200003
State: Texas
Construction Types: Heavy and Highway
Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS
Note: Under Executive Order (EO) 13658, an hourly minimum wage
of $10.95 for calendar year 2021 applies to all contracts
subject to the Davis-Bacon Act for which the contract is awarded
(and any solicitation was issued) on or after January 1, 2015.
If this contract is covered by the EO, the contractor must pay
all workers in any classification listed on this wage
determination at least $10.95 per hour (or the applicable
wage rate listed on this wage determination, if it is higher)
for all hours spent performing on the contract in calendar
year 2021. If this contract is covered by the EO and a
classification considered necessary for performance of work on
the contract does not appear on this wage determination, the
contractor must pay workers in that classification at least
the wage rate determined through the conformance process set
forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,
if it is higher than the conformed wage rate). The EO minimum
wage rate will be adjusted annually. Please note that
this EO applies to the above-mentioned types of contracts
entered into by the federal government that are subject
to the Davis-Bacon Act itself, but it does not apply
to contracts subject only to the Davis-Bacon Related Acts,
including those set forth at 29 CFR 5.1(a)(2)-(60). Additional
information on contractor requirements and worker protections
under the EO is available at www.dol.gov/whd/govcontracts.
Modification Number Publication Date
0 01/01/2021
* SUTX2011-003 08/02/2011
Rates Fringes
CEMENT MASON/CONCRETE
FINISHER (Paving & Structures)...$ 12.46
FORM BUILDER/FORM SETTER
(Structures).....$ 12.30
FORM SETTER (Paving & Curb).....$ 12.16

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

Servicer.....$ 12.88

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

Servicer.....$ 12.34

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

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

WELDER.....$ 14.02

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

==========

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

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

==========

END OF GENERAL DECISION
"

APPENDIX L

DEFICIENCIES AND DEVIATIONS FORM

Deviation Form

(*This form must be signed*)

1. DEVIATION(S) – Any deviations to the attached specifications shall be listed below, or on a separate sheet of paper, and attached to the bid response form identifying the section number, item number and a clearly defined explanation for the deviations.

2. It is the offeror's responsibility to submit a proposal that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the offeror must compare their product bid with the required listed minimum specifications and identify any deviations.

3. Failure to properly identify deviations may render the offeror's proposal non-responsive and not capable of consideration for award.

4. Offeror should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.

NO - Deviations:_____ YES - Deviations:_____

List any deviations your company is submitting below: (Use a separate page, if necessary)

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Company Name

_____

Print Name of Authorized Company Official

_____

Signature of Authorized Company Official

APPENDIX M

REFERENCE FORM

REFERENCE FORM

Respondent's involvement with reference checks is not permitted. Only Hidalgo County Purchasing Department or authorized designees will conduct reference checks. Any deviation to this may result in rejection of your response.

Reference One

Client's Name: _____

Type of Organization: _____

Address: _____

Contact Person: _____ Title: _____

Telephone: _____ E-Mail: _____

Project Information:

Name of Project: _____

Scope of Work: _____

_____

_____

Contract Period: From _____ to _____

Cost: Projected $_____ Actual $_____

Timeframe (include unit measure) Projected _____ Actual _____

Status as of _____ (circle one): complete in progress canceled.

Date

Reference Two

Client's Name: _____

Type of Organization: _____

Address: _____

Contact Person: _____ Title: _____

Telephone: _____ E-Mail: _____

Project Information:

Name of Project: _____

Scope of Work: _____

_____

_____

Contract Period: From _____ to _____

Cost: Projected $_____ Actual $_____

Timeframe (include unit measure) Projected _____ Actual _____

Status as of _____ (circle one): complete in progress canceled.

Date

Reference Three

Client's Name: _____
Type of Organization: _____
Address: _____

Contact Person: _____ Title: _____
Telephone: _____ E-Mail: _____

Project Information:
Name of Project: _____

Scope of Work: _____
_____
_____

Contract Period: From _____ to _____
Cost: Projected $_____ Actual $_____
Timeframe (include unit measure) Projected _____ Actual _____
Status as of _____ (circle one): complete in progress canceled.
Date

Reference Four

Client's Name: _____
Type of Organization: _____
Address: _____

Contact Person: _____ Title: _____
Telephone: _____ E-Mail: _____

Project Information:
Name of Project: _____

Scope of Work: _____
_____
_____

Contract Period: From _____ to _____
Cost: Projected $_____ Actual $_____
Timeframe (include unit measure) Projected _____ Actual _____
Status as of _____ (circle one): complete in progress canceled.
Date

APPENDIX N

SHIPPING LABEL

SHIPPING LABEL

Below is a depiction sample of how the response in an appropriate sized box or envelope should be submitted. Using this shipping label is optional, but preferred; however, **the information below must be included on the outside of the appropriate sized box or envelope**. Please cut out along the dotted line below, and affix to the outside of your response package on the lower right hand size.

COMPANY NAME
COMPANY ADDRESS
CITY, STATE ZIP

HIDALGO COUNTY

Hidalgo County PCT 3
La Mansion Flat Work Concrete Improvements

RFB No.: 21-0622-08-31-JDC

OPENING DATE: Tuesday, August 31, 2021
OPENING TIME: 3:30 PM

TO: Martha L. Salazar, CPPB
ATTN: **JD Cortez**
Hidalgo County Administration Building
Purchasing Department
2802 S. BUS. HWY 281
Edinburg, TX 78539