THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-22-0272-07-12 (ARPA 22-124-064)

This Agreement entered into this 12th day of July, 2022, by and between the County of Hidalgo (hereinafter called the "OWNER," and, The 5125 Company (a corporation), (a partnership), (an individual) of Edinburg, State of Texas, hereinafter called "CONTRACTOR". The County's procurement packet and Contractor's response are incorporated herein for all purposes.

WITNESSETH

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

Hidalgo County Precinct 4 Rio Grande Care Road Stormwater Project

Hereinafter called the project, for the sum of **one-hundred eighty-five thousand, five-hundred fifty-five Dollars and fifty-five Cents ($185,555.55)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **Hidalgo County Drainage District No. 1**, entitled the Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within ninety (90) working calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$500.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in the year and day first written above.

APPROVED BY COMMISIONERS COURT ON July 12, 2022.
Agenda Item No.: 86417 **Executive Office**: _____

CONTRACTOR:_____
Print Name & Title: _____
Name of Firm: _____
_____
Address: _____
_____
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

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

2022, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

ATTEST: COUNTY OF HIDALGO:

_____ _____
Arturo Guajardo, Jr., County Clerk Richard F. Cortez, County Judge

APPROVED AS TO FORM:
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: _____
ADA
Assistant District Attorney

HIDALGO COUNTY
PROCUREMENT PACKET

Request for Bids
RFB No: 22-0272-05-31-MGN

"Rio Grande Care Road Stormwater Project"

Acceptance Due Date:
Tuesday, May 31, 2022 at 2:00 P.M.

Eduardo Belmarez, MBA, CPM
Hidalgo County Purchasing Director

Project Contact Information:
Maria Gaytan, Contract Specialist I
(956) 318-2626 Ext. 4879
maria.gaytan@co.hidalgo.tx.us

2812 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

May 16, 2022

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY – REQUEST FOR BIDS**
RFB No: 22-0272-05-31-MGN – Rio Grande Care Road Stormwater Project

Dear Gentleman/Ladies:

Enclosed, please find the Request for Bids (RFB) packet. Carefully read and review all instructions, requirements, and specifications as modifications and new requirements have been added and implemented.

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

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626 x 4879.

Sincerely,

Eduardo Belmarez, MBA, CPM
Hidalgo County Purchasing Director

Enclosures

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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.

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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 Bid. Failure to do so will be at the Respondent's risk and may result in rejection of the Bid as non-conforming.

General Requirements apply to all advertised solicitations; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your Bid package is complete.

INTRODUCTION

Hidalgo County (hereinafter referred to as "**COUNTY**") is seeking qualified respondents interested in providing construction services for the **"Rio Grande Care Road Stormwater Project** in Precinct 4. Bids will be received 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. Substitutions are to be included on the Deficiencies and Deviations form attached as "Appendix "L". COUNTY reserves the right to reject the deviation and its effect on the overall Bids.

AWARD

No award can be made until approved by Hidalgo County Commissioners Court. The County reserves the right to award the contract to the lowest responsive and responsible bidder and reserves the right to design evaluation criteria to be used in selecting the lowest and best bid for approval. Receipt of any submission shall under no circumstances obligate the County to accept the lowest dollar submission. The award of this contract shall be made to the responsible offeror whose submission is determined to be the best-evaluated offer resulting from internal evaluation, taking into consideration the relative importance of price and other evaluation factors as herein set forth. Hidalgo County may award the Bids on a lump sum basis to one (1) proposer.

TERM

It is intended that the initial contract term will be for ninety (90) consecutive calendar days or until project is completed, subject to liquidated damages.

GENERAL REQUIREMENTS

One (*1*) original (pages one-sided) and **two (2) USBs** in **original PDF** format. Further instructions are listed below under **VENDOR INSTRUCTIONS**.

SUBMISSION DEADLINE AND BID OPENING

All submissions must be received on or before **Tuesday, May 31, 2022, at 2:00PM**. **Any submission received after this deadline will not be accepted and will be returned to sender.**

PRE-BID STREAMING

A pre-bid conference will be held on **Monday, May 23, 2022, at 10:00 a.m.**. Due to the ongoing pandemic, and in order to abide by 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 pre-bid meetings to authorized personnel only; however, this is a public pre-bid meeting and it can be accessed via a live stream or by calling in the day of the event

Live stream:
https://hidalgocounty.zoom.us/j/85390836215?pwd=N0FBaHMxMWwzODVRZk9HRGxleIRSUT09
Meeting ID: 889 9402 8106
Passcode: 055613

Dial by your location: +1 346 248 7799 US (Houston)
To find your local number: https://hidalgocounty.zoom.us/u/kAtDffJGm
Join by SIP: 88994028106@zoomcrc.com

BID OPENING STREAMING
Due to the ongoing pandemic, and in order to abide by 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 to authorized personnel only; however, this is a public bid opening and it can be accessed via a live stream or by calling in the day of the event.

Live stream:
https://hidalgocounty.zoom.us/j/96464676754?pwd=K1hiY3YxN0xPem5pd2xZazYzWHF4UT09
Meeting ID: 830 8131 8131
Passcode: 566563

Dial by your location: +1 346 248 7799 US (Houston)
To find your local number: https://hidalgocounty.zoom.us/u/khKpCP70F
Join by SIP: 83081318131@zoomcrc.com

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

BID SECURITY
Each bid must be accompanied by a certified check of the offeror, or a bid bond prepared on the form attached hereto, duly executed by the offeror as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted offeror have executed the contract, or if no award has been made within 60 days after the date of the opening of bid, upon demand of the offeror at any time thereafter, so long as he has not been notified of the acceptance of his bid.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT
The successful offeror, upon his failure or refusal to execute and deliver the contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid.

TIME OF COMPLETION AND LIQUIDATED DAMAGES

The offeror must agree to commence on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **90 Calendar Days** thereafter. The offeror must agree to pay as liquidated damages, in the sum of ***$500.00*** for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

CONDITION OF WORK

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

ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any offeror orally. Failure of any offeror to receive any such interpretation shall not relieve such offeror from any obligation under his bid as submitted. Any supplemental instructions and/or changes to the bid documents will be issued in the form of an addendum with a request to sign and return an acknowledgment of receipt of the addendum. All addenda so issued shall become part of the packet submittal.

SECURITY FOR FAITHFUL PERFORMANCE

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

POWER OF ATTORNEY

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

NOTICE OF SPECIAL CONDITIONS

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

a.) Inspection and testing of materials
b.) Insurance requirements
c.) Wage rates
d.) State allowances

LAWS AND REGULATIONS

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

OBLIGATION OF OFFEROR

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

QUALIFICATIONS OF OFFEROR

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

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

SAFETY STANDARDS AND ACCIDENT PREVENTION

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

1.) Comply with the safety standards provision of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associates General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Laws 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No 75, Saturday, April 17, 1971.
2.) Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
3.) Maintain at his office or other well-known places at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employee), who may be injured on the job site. In no case shall employee be permitted to work at a job site before the employer has made a standing arrangement for the removal of injured persons to a hospital or a doctor's care.

SPECIAL PROVISIONS

1. The County of Hidalgo reserves the right to partially award the contract in order to meet the budget.

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

3. 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. All such repairs shall conform to the requirements of the company or agency servicing the facility.

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

5. 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.

6. 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.

7. Prospective offerors should make a careful examination of the project site.

8. The contractor shall review his overall method and schedule of construction with the County prior to construction for proper coordination of inspectio

9. No open trenches or excavation shall be left open overnight.

HAND-DELIVERED BID

Hidalgo County requires proposers, when hand-delivering Bid, to make sure that it is stamped with the date and time received by the Hidalgo County Purchasing staff.

ELECTRONIC TRANSMISSION OF SUBMISSION

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

DELIVER TO:

US Postal Mail Address:
Eduardo Bellmarez, MBA, CPM
Purchasing Director
ATTN: Maria Gaytan
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Eduardo Bellmarez, MBA, CPM
Purchasing Director
ATTN: Maria Gaytan
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

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 maria.gaytan@co.hidalgo.tx.us by **Tuesday, May 24, 2022, 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, May 26, 2022. Telephone inquiries will not be accepted.**

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 proposer's procedures must be received in writing via email by the deadline stated for Questions and Answers.

COST OF SUBMISSION

Hidalgo County will not be liable for any costs incurred by the vendor in preparing a response to this procurement packet. Each Offeror acknowledges it is submitting a response at its own risk and expense. 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.

WAIVING OF INFORMALITIES

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

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.

VENDOR INSTRUCTIONS

Responses to this procurement packet shall be formatted and organized in the following order for consistency and easy screening:

- All submissions must be typed, single-spaced, and printed single-sided on 8 ½" by 11" paper.
- One (1) original, **pages one-sided marked "ORIGINAL"** and two (2) USBs in PDF format. Original document must be submitted with a Cover Page containing the information listed in the Submission Outline/Checklist, under Submission Cover Page. Two (2) USBs containing the complete response in PDF, Word, and/or Excel format must be provided and placed in the ORIGINAL response. The PDF document must also be signed. A self-adhesive packet may be used to secure the USB. The USB must also be properly labeled.
- The complete response must be sealed in an appropriately sized envelope or box for delivery to the Hidalgo County Purchasing Department, per instructions in the Procurement Packet Submission paragraph of the Legal Notice section contained within this procurement packet.
- All documents must be labeled with the vendor's name and the RFB number. Any response received by the Hidalgo County Purchasing Department that is not identified on the outside with the RFB number will be at risk for rejection.

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 within this solicitation:

_____ Cover Sheet
- Company Name, Company Address, Company Phone Number
- Project Name: Rio Grande Care Road Stormwater
- Procurement Number: RFB No. 22-0272-05-31-MGN
- Opening Date: Tuesday, May 31, 2022
- Opening Time: 2:00 PM

_____ Table of Contents

_____ Required Documents

_____ Legal Notice Acknowledgement

_____ Appendix "B" - Bid Page

_____ Appendix "C" - Insurance Requirements
- Proof of Insurance
- Insurance Requirement Acknowledgement
- Project Requirements Acknowledgement

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

_____ Appendix "E" - Vendor Forms
- Vendor Enrollment Solution
- HUB Declaration

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

_____ Appendix "H" - Contracts Under Federal Award 2 - CFR 200
- Byrd Anti-Lobbying Contract Clause
- 2 CFR 200 Certification

_____ Appendix "J" - Respondent's Affidavit

_____ Appendix "L" - Deficiencies and Deviations Form (when applicable)

_____ Appendix "M" - References

_____ 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" or any other governing body/agency for which the Hidalgo County Purchasing Department has been authorized to perform procurement services.

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 and whether specified explicitly or not, are 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 sixty (60) days after opening. Hidalgo County is not responsible for any missing, lost, or late submissions.

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 Hidalgo County Vendor Enrollment Solution, **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 (hereinafter referred to as "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.

7. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.** The County will search a database maintained by the Texas State Comptroller which contains relevant vendor information. 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 Energy Companies Verification – TEX. GOVT. CODE 2274. In accordance with changes to the law from the 87th Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not boycott energy companies, and it will not boycott energy companies during the term of the Contract, if it is a contract for goods or services that has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental body. Written verification may be provided by signing the Legal Notice Declarations page. Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov't. Code §809.001(1), "Boycott energy company" means "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A)".

As per Ch. 2274(c), this verification requirement does not apply to the County if it determines that this requirement is inconsistent with the County's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

7.5 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.

7.6 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.

7.7 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.

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.

7.7 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, 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 Discrimination Against Firearm Entities or Trade Associations Verification - Tex. Gov't. Code Ch. 2274. In accordance with changes to the law from the 87th Legislature in 2021, a for-profit company, not including a sole proprietorship, with ten or more full-time employees, is required to verify in writing that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Contract, if it is a contract for goods or services that has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental body. Written verification may be provided by signing the Legal Notice Declaration page. Please provide a written notification if your company is unable to provide the written verification referenced above.

As per Tex. Gov't. Code §2274.001(3), except as otherwise indicated, to "discriminate against a firearm entity or firearm trade association " means "with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association".

As per Ch. 2274, this verification requirement does not apply to the County if it contracts with a sole-source

provider, does not receive any bids from a company that is able to provide the required written verification above, or the contract is exempt from compliance under Tex. Gov't. Code sec. 2274.003 relating to the issuance, sale or delivery of notes.

7.9 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.

7.10 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, eduardo.belmarez@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.

7.11 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.

7.12 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 those dates. The link of approved holidays can be found on: https://www.hidalgocounty.us/115/County-Holidays.

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 evaluations and 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. As such, upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that may warrant an adjustment in bid prices contained in the contract. When applicable, the following procedure and conditions may be employed to mediate price volatility:
    - A Vendor shall:
        - make its Market Volatility and Unit Price Adjustment request in writing to the County Purchasing Agent.
        - 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.
        - 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.
        - notify the County at the time when the Vendor's costs for items, supplies, and or services 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.
    - 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 retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - The County may only grant a price increase if the evidence presented is deemed reliable.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.
    - 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 time of price change.
    - 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 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 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.
- 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.

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, 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. All payments are

subject to compliance with the Texas Prompt Payment Act.

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, etc., PROJECT DESCRIPTION, OPENING DATE AND TIME, AND BE MARKED "SEALED SUBMISSION".** 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 submissions 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 be 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 "E"**.

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 timeframe
    - 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 procurement packet ***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 within 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 specified in **Appendix A: Requirements/Specifications**. Awarded contract 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.

50. **CIVIL WORKS, CONSTRUCTION & PUBLIC WORKS PROJECTS**. Provisions of Tex. Govt. Code Ch. 2269 as amended by HB 2581 of the 87th Texas Legislature applicable to Civil Works and Construction Projects are hereby incorporated. Provisions of Texas Local Govt. Code Ch. 271, subchapter B applicable to competitive bidding on certain public works projects are hereby incorporated.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

LEGAL NOTICE DECLARATION

TO: Eduardo Belmarez, MBA, CPM, Purchasing
Director **ATTN:** Maria Gaytan, Contract Specialist I
Hidalgo County Administration Building/Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: RFB No. 22-0272-05-31-MGN

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 herein before mentioned. 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 Acknowledgment Form. By signing this Acknowledgment 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

REQUEST FOR BID:
The required contents and limitations for the preparation of the RFB are described in this section. Failure to provide the requested information or adhere to any County limitations will/may result in disqualification of the submitted RFB.

SCOPE OF WORK:
The County of Hidalgo is seeking a contract with a competent contractor for "Rio Grande Care Rd Stormwater Project".

The following outlines the Request for Bids:

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Proposers must, upon request, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in the case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents' understanding of the project's needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to three (*3*) pages in length.

FIRM QUALIFICATIONS/EXPERIENCE:
This section should include a list of at least five (*5*) similar projects. All projects involving counties, cities, or other governmental agencies shall be added as an attachment and is not subject to the five-page limit. For each project, a client name and phone number should be included for reference purposes. Provide the names of the personnel proposed for this project who participated in the listed projects.
This project list is limited to five (*5*) pages. Describe the history of change orders required and the proposed method for detailing the cost of the change orders.

PERSONNEL AND STAFFING:
The offeror will provide the proposed project team structure as well as resumes for the proposed project manager, project superintendent, and other key personnel. Applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract shall be included.
There is a one (*1*) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by the STATE OF TEXAS.

Appendix "A-1"
STATEMENT OF CREDENTIALS

1. GENERAL: In order to assist the Owner in determining the ability of each Offeror to properly fulfill the requirements of this proposed contract, the Offeror will complete the following items. **All questions must be answered** and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Offeror may submit any additional information he/she desires.

Name of Offeror: _____

Address: _____

_____

Date Organized: _____ Date Incorporated: _____

Office Number: _____ Cell Number: _____

Number of years in business under present name: _____

Type of work performed by your company: _____

_____

Have you ever failed to complete any work awarded to you? _____

Have you ever defaulted on a contract? _____

2. EXPERIENCE: The Offeror will give below a list of similar projects which he/she has completed within the last five (5) years.

1. Owner: _____

Address: _____

Ph. / Fax Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

2. Owner: _____

Address: _____

Ph. / fax Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. Owner: _____

Address: _____

Ph. / fax Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

4. Owner: _____

Address: _____

Ph. / fax Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

5. Owner: _____

Address: _____

Ph. / fax Number: _____ Email: _____

Scope of Work Description: _____

Date Completed: _____Total Cost: _____

****

3. CONTRACTS ON HAND: The Offeror shall provide below a list of any contracts/projects he/she currently has on hand:

4. **SUBCONTRACTORS:** List any subcontractors you propose to use on Hidalgo County's project. Use an additional page if necessary. This information is considered preliminary and may be revised prior to award and re-submitted during the pre-construction phase. However, it is expressly understood that the use of any subcontractor other than those listed with the proposal shall require written approval from Hidalgo County.

   Failure to submit the information as required may result in a disqualification of your proposal.

5. PERFORMANCE OF WORK BY OFFEROR: The general contractor/bidder shall perform services with its own organization and may subcontract portions of the project as needed and/or depending on the type of project as well as in compliance with applicable law and/or any applicable funding requirements. The general contractor/bidder shall provide in its response an estimate of services it will perform with its organization and those to be subcontracted, or it shall acknowledge that it is able to comply with percentages set forth by the County, if any, in the project specifications.

Performance of work on Texas Department of Transportation (TxDOT) projects shall be in accordance with applicable TxDOT and federal requirements. Unless otherwise specified, the general contractor/bidder on TxDOT projects shall perform at least eighty percent (80%) of the work with their own organization, and not more than twenty percent (20%) of the work may be subcontracted.

The organization of the specifications into divisions, sections, articles, etc., and the arrangement and titles of project drawings shall not control the Offeror in dividing the work among subcontractors or in establishing the extent of work to be performed by any trade.

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

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

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

Offeror hereby certifies that said company carries liability coverage and workers compensation insurance coverage that meets the requirements set forth in this Request for Competitive Sealed Proposal when performing work on this project for Hidalgo County.

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

All subcontractors must comply with federally determined prevailing Davis-Bacon and Related Acts wage rates.

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

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the owner in verification of the recitals comprising this Statement of Credentials.

Executed this _____ day of _____, 20_____.

_____

By_____

Title_____

Subscribed and sworn to me this ____day of _____, 20___.

By:_____

Notary Public in and for _____County, Texas

My commission expires _____

Appendix B

BID PAGE

BID SHEET

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

HIDALGO COUNTY PRECINCT 4 - RIO GRANDE CARE ROAD STORMWATER PROJECT

ARPA-22-124-064

ESTIMATOR: GILBERTO AGUIRRE EIT/OMAR ANZALDUA PE DATE: 04/12/2022 (E-21-045)

SAMPLE

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

Item No.	Spec No.	Estimated Quantity	Unit	Item Description		Unit Price In Figures	Total Extension In Figures
	2092	1	EA	24" IN-LINE CHECK VALVE (INSTALLATION ONLY)	DOLLARS CENTS	$ -	$ -
	2221	781	LF	REMOVE EXISTING PIPE	DOLLARS CENTS	$ -	$ -
	2315	8209	LF	RE-GRADE ROADSIDE DITCH	DOLLARS CENTS	$ -	$ -
	2951	48	SY	CUT & RESTORE CONCRETE DRIVEWAY	DOLLARS CENTS	$ -	$ -
	2951	126	SY	CUT & RESTORE HMAC DRIVEWAY	DOLLARS CENTS	$ -	$ -
	2951	404	SY	CUT & RESTORE CALICHE DRIVEWAY	DOLLARS CENTS	$ -	$ -
7	3310	18	CY	CONC RIP RAP	DOLLARS CENTS	$ -	$ -

TOTAL BASE BID IN WORDS	BID IN FIGURES
DOLLARS	
CENTS	

ALTERNATE 1

8	2611	781	LF	18" RG RCP-CL III (BEDDING & BACKFILL COMPLETE IN PLACE)	DOLLARS CENTS	$ -	$ -
9	2611	88	LF	24" RG RCP-CL III (BEDDING & BACKFILL COMPLETE IN PLACE)	DOLLARS CENTS	$ -	$ -

TOTAL ALTERNATE 1 BID IN WORDS	BID IN FIGURES
DOLLARS	
CENTS	

Item No.	Spec No.	Estimated Quantity	Unit	Item Description		Unit Price In Figures	Total Extension In Figures
ALTERNATE 2							
10	2510	781	LF	18" HPP (BEDDING & BACKFILL COMPLETE IN PLACE)		$ -	$ -
11	2510	88	LF	24" HPP (BEDDING & BACKFILL COMPLETE IN PLACE)		$ -	$ -

TOTAL ALTERNATE 2 BID IN WORDS	BID IN FIGURES
DOLLARS	
CENTS	

MO - MONTHS
LF - LINEAR FEET
EA- EACH
SY- SQUARE YARD(S)
CY- CUBIC YARD(S)
LS- LUMP SUM

COMPANY: _____
PHONE NUMBER: _____
AUTHORIZED SIGNATURE: _____
PRINTED NAME: _____
TITLE: _____

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).**

Page 2 of 2: Continuation of Exhibit "C": Insurance Requirements Applicable to the Acquisition of Goods and/or Services (Other than Professional Services)

d. For each policy, except Workers' Compensation, Bidder shall name the County as an additional insured.
e. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise.
f. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence of adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.
g. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County.
h. County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Bidder.
i. Insurance policies shall be obtained at Bidder's sole expense. County does not maintain and will not obtain insurance of any type to protect Bidder against loss, damage or injury that may in any way result from Bidders performance of the services.
j. In no event shall the County be liable for any loss, damage to or destruction of any property belonging to the Bidder.
k. Bidder is responsible for ensuring all required insurance policies are valid for the duration of the contract.
l. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to County.
m. Bidder shall make any other insurance documentation available to County upon request.

ACORD — CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirements Acknowledgment

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

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

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

NOTICE TO BIDDER:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County.

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

1. Licenses: _____.
2. Bond (if applicable)_____
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

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

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

Appendix D

CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

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/BIDDER APPLICATION, 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 “A”-“E”

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 H

REQUIRED CONTRACT CLAUSES FOR CONTRACTS UNDER FEDERAL AWARD

2 C.F.R. § 200.327 & 2 C.F.R. PART 200, APPENDIX II, REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.327 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding. [Except as otherwise provided, updated Post Federal Award Requirements (i.e.: 2 CFR §§200.317-200.327) apply to declarations and awards issued on or after November 12, 2020].

As a non-Federal entity, the County of Hidalgo's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. (2 C.F.R. §200.327). If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the County of Hidalgo for any contract resulting from this procurement process.

1. **Remedies**.

   a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.

   b. Standard. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

   c. Statement. Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

2. **Termination for Cause and Convenience**.

   a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.

   b. Standard. All contracts in excess of $10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.

   c. Statement. *Termination*. County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor

breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the County of Hidalgo's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Hidalgo shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon County shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to County for all costs incurred by County in completing or procuring the completion of performance in excess of the contract price herein specified. The County's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

3. **Equal Employment Opportunity**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

c. Key Definitions:

(1) *Federally Assisted Construction Contract*. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) *Construction Work*. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

d. Statement: Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"During the performance of this contract, the contractor agrees as follows:

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

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

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

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. **Davis Bacon Act and Copeland Anti-Kickback Act**.

   a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program**.

b. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)).

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity. See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. Statement. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

(1) *Contractor*. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal requirements may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. **Contract Work Hours and Safety Standards Act**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See 2 C.F.R. Part 200, Appendix II, ¶ E.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

c. Statement.

"Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

6. **Rights to Inventions Made Under a Contract or Agreement**.

a. Applicability: Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance

to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of "funding agreement."

b. Standard. If the FEMA or Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. Key Definition: The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. **Clean Air Act and the Federal Water Pollution Control Act**.

a. Applicability and Standard: Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

b. Statement: Included in contracts as provided in section "7a" above.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Hidalgo will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. **Debarment and Suspension**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General

Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.
(2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
(3) The contract is for Federally-required audit services.
(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of $25,000.

c. Statement. The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from www.sam.gov in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state City serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. **Byrd Anti-Lobbying Amendment**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

organization for influencing or attempting to influence an officer or employee of any City, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

c. Statement. The following statement in bold provides a Byrd Anti-Lobbying contract clause:

(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned Contractor, _____ certifies, to the best of his or her knowledge, that:

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

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

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

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

Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date"

10. **Procurement of Recovered Materials**.

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

b. Standard. A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.323; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

c. Statement. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
(i) Competitively within a timeframe providing for compliance with the contract performance schedule;
(ii) Meeting contract performance requirements; or
(iii) At a reasonable price.
(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

11. **Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020).**

a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs and/or as provided below, and is effective August 13, 2020.

b. Standard. A non-Federal entity is prohibited against using federal funds to purchase telecommunications and video surveillance equipment and services (such as but not limited to mobile phones, land lines, internet, video surveillance, and cloud servers) from certain companies/entities in covered foreign countries for national security reasons. This regulation is being incorporated into federal grants and contracts received by the County through 2 CFR 200.216 and/or Federal Acquisition Regulations (FAR) clause 52.204-25; as well as guidance provided through Federal Emergency Management Agency (FEMA) Policy #405-143-1. See 2 C.F.R. Part 200, Appendix II, ¶ K

Currently, applicable federal provisions provide that Covered Foreign country means the People's Republic of China and covered telecommunications equipment or services means –

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The definition of "Affiliate" can be found in FAR 2.101. Listing of subsidiaries and affiliates can be found in Supplement Number 4 to 15 CFR Part 744.

c. Statement. Federal awards recipients and subrecipients, as well as their contractors and subcontractors, include the following required contract clause in applicable new, extended, or renewed contracts and subcontracts as per the provisions discussed above.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:
   i. Are not used as a substantial or essential component of any system; and
   ii. Are not used as critical technology of any system.
b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. **Domestic Preferences for Procurements**

a. Applicability: This requirement of this section must be included in all subawards including all contracts and purchase orders for work or products under Federal award applies to all contracts and purchase orders for work or products using federal funds.

b. Standard. As appropriate, and to the extent consistent with law, Non Federal Entities should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. See 2 C.F.R. Part 200.322 and2 C.F.R. Part 200, Appendix II, ¶ L

c. Statement. The following provides the required Domestic Preferences for Procurements contracts clause that is incorporated herein by reference.

"Domestic Preference for Procurements
As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
For purposes of this clause:

- *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

ADDITIONAL REQUIRED CONTRACT CLAUSES FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.

1. **Changes**.

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method,

price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

b. Statement. The following provides a contract clause regarding access to records:

"The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor's true costs for the work and related equipment costs and site expenses."

2. **Access to Records**.

a. Standard. All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

b. Statement. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the City of Concord, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

3. **DHS Seal, Logo, and Flags**.

a. Standard. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre- approval."

4. **Compliance with Federal Law, Regulations, and Executive Orders**.

a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.

b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

"This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives."

5. **No Obligation by Federal Government**.

   a. Standard. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

   b. Statement. The following provides a contract clause regarding no obligation by the Federal Government:

      "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

6. **Program Fraud and False or Fraudulent Statements or Related Acts**.

   a. Standard. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

   b. Statement. The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

      "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

7. **FEMA Contract requirement regarding Prohibition on Contracting for Covered Telecommunications Equipment or Services – 2 CFR § 200.216 (FEMA Interim Policy #405-143-1 effective August 13, 2020)**.

   FEMA recipients and subrecipients and their contractors and subcontractors are required per 2 C.F.R. Part 200, Appendix II ¶ K to include a contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders. To satisfy this requirement, the contract provision found in Number 11 above is incorporated by reference by the County of Hidalgo in all new, extended, or renewed contracts and subcontracts. Applicable County contractors and subcontractors shall also comply with the applicable law and requirements. (*See* Number 11 above).

8. **FEMA Contract requirement regarding Domestic Preferences for Procurements**

   For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required per 2 C.F.R. Part 200, Appendix II ¶ L to include in all contracts and purchase orders for work or products the contract provision included in number 12 above encouraging domestic preference for procurements.

_____

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor's Name/Company Name: _____

Printed Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Appendix I

FHWA 1273

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

10. Certification of eligibility.

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

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Appendix J

RESPONDENT'S AFFIDAVIT

EXHIBIT J
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or another reward will be hereinafter paid.

(2) Affiant further states they have neither recommended nor suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of Hidalgo County except as noted herein below:

Signature/Title: _____

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

_____

Notary Public

My commission expires: _____, 20____

Appendix K

DRAFT AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-22-0272-05-31

This Agreement entered into this 31 day of May, 2022, by and between the County of Hidalgo (hereinafter called the "OWNER," and, ~~(a corporation), (a~~ partnership), (an individual) of _____, State of Texas, hereinafter called "CONTRACTOR". The County's procurement packet and Contractor's response are incorporated herein for all purposes.

WITNESSETH

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

Rio Grande Care Road Stormwater Project

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Hidalgo County Drainage District No. 1, entitled the Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 160 working days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $500.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

DRAFT

IN WITNESS WHEREOF, the parties to these present have executed this contract in the year and day first written above.

APPROVED BY COMMISIONERS COURT ON _____, 2_____.

CONTRACTOR:_____
Print Name & Title: _____
Name of Firm: _____
_____
Address: _____
_____
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

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

2022, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Richard F. Cortez, County Judge

APPROVED AS TO FORM:
Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.
By: _____
ADA
Assistant District Attorney

DRAFT

Appendix L

DEFICIENCIES and DEVIATIONS 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 O

CONSTRUCTION IDENTIFICATION SIGN

Appendix "O"
CONSTRUCTION IDENTIFICATION SIGN:

CONTRACTOR WILL CONTACT PRECINCT FOR INSTRUCTIONS ON SIGN LETTERING AND LOGO

Size, 4' – 0" X 8' – 0"
Letters to be brown with beige background

Construction Identification Signs To Be Erected Prior To Beginning of Actual Construction

Wood for Signs Shall Be ¾" Waterproofing Resin Bonded Exterior Grade Plywood (Douglas Fir Plywood Association or Equal)

Payment for Furnishing, Erecting, Maintenance, and Removing Construction Identification Signs Will Not Be made Directly. Such Costs Shall be Included in the Overall Bid Submitted.

To Be Erected as Indicated on title Sheet.

SAMPLE

Precinct Logo

Your Tax Dollars at Work
Hidalgo County Pct. 4

Ellie Torres, Commissioner

Rio Grande Care Rd Stormwater Project

Hidalgo County Commissioner's Court

Richard Cortez	-	County Judge
David Fuentes	-	Commissioner Pct. #1
Eduardo "Eddie" Cantu	-	Commissioner Pct. #2
Everardo "Ever" Villarreal	-	Commissioner Pct. #3
Ellie Torres	-	Commissioner Pct. #4

Project Contractor: _____

Project Engineer: _____

SAMPLE

Appendix Q

STANDARD GENERAL CONDITIONS of the CONSTRUCTION CONTRACT

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between OWNER and CONTRACTOR covering the Work.

3. *Application for Payment*--The form acceptable to ENGINEER which is to be used by CONTRACTOR during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

7. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, Bid security form, if any, and the Bid form with any supplements.

8. *Bonds*--Performance and payment bonds and other instruments of security.

9. *Change Order*--A document recommended by ENGINEER which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by OWNER or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--The Contract Documents establish the rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by OWNER to CONTRACTOR are not Contract Documents.

13. *Contract Price*--The moneys payable by OWNER to CONTRACTOR for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

15. *CONTRACTOR*--The individual or entity with whom OWNER has entered into the Agreement.

16. *Cost of the Work*--See paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *ENGINEER*--The individual or entity named as such in the Agreement.

20. *ENGINEER's Consultant*--An individual or entity having a contract with ENGINEER to furnish services as ENGINEER's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions.

21. *Field Order*--A written order issued by ENGINEER which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

22. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

23. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

24. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

25. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

27. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

28. *Notice of Award*--The written notice by OWNER to the apparent successful bidder stating that upon timely compliance by the apparent successful bidder with the conditions precedent listed therein, OWNER will sign and deliver the Agreement.

29. *Notice to Proceed*--A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.

30. *OWNER*--The individual, entity, public body, or authority with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be performed.

31. *Partial Utilization*--Use by OWNER of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

32. *PCBs*--Polychlorinated biphenyls.

33. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

34. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part as may be indicated elsewhere in the Contract Documents.

35. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

36. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

37. *Resident Project Representative*--The authorized representative of ENGINEER who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

40. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for the use of CONTRACTOR.

41. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

42. *Subcontractor*--An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

43. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by CONTRACTOR or any Subcontractor.

46. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

47. *Unit Price Work*--Work to be paid for on the basis of unit prices.

48. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

49. *Work Change Directive*--A written statement to CONTRACTOR issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

50. *Written Amendment*--A written statement modifying the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

1.02 *Terminology*

A. *Intent of Certain Terms or Adjectives*

1. Whenever in the Contract Documents the terms "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of ENGINEER as to the Work, it is intended that such action or determination will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.10 or any other provision of the Contract Documents.

B. *Day*

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.04 or 14.05).

D. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of CONTRACTOR, "provide" is implied.

E. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds*

A. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish.

2.02 *Copies of Documents*

A. OWNER shall furnish to CONTRACTOR up to ten copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times com-

mence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *CONTRACTOR's Review of Contract Documents:* Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity, or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless CONTRACTOR knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for its timely review:

1. a preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

3. a preliminary schedule of values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

C. *Evidence of Insurance:* Before any Work at the Site is started, CONTRACTOR and OWNER shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR and OWNER respectively are required to purchase and maintain in accordance with Article 5.

2.06 *Preconstruction Conference*

A. Within 20 days after the Contract Times start to run, but before any Work at the Site is started, a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.05.B, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER, and others as appropriate will be held to review for acceptability to ENGINEER as provided below the schedules submitted in accordance with paragraph 2.05.B. CONTRACTOR shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until acceptable schedules are submitted to ENGINEER.

1. The progress schedule will be acceptable to ENGINEER if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on ENGINEER responsibility for the progress schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR's full responsibility therefor.

2. CONTRACTOR's schedule of Shop Drawing and Sample submittals will be acceptable to ENGINEER if it provides a workable arrangement for reviewing and processing the required submittals.

3. CONTRACTOR's schedule of values will be acceptable to ENGINEER as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to OWNER.

C. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in Article 9.

3.02 *Reference Standards*

A. *Standards, Specifications, Codes, Laws, and Regulations*

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of OWNER, CONTRACTOR, or ENGINEER, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall any such provision or instruction be effective to assign to OWNER, ENGINEER, or any of ENGINEER's Consultants, agents, or employees any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to ENGINEER in writing at once. CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as required by paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.04; provided, however, that CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any such conflict, error, ambiguity, or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) a Field Order; (ii) ENGINEER's approval of a Shop Drawing or Sample; or (iii) ENGINEER's written interpretation or clarification.

3.05 *Reuse of Documents*

A. CONTRACTOR and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with OWNER: (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER or ENGINEER's Consultant, including electronic media editions; and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaption by ENGINEER. This prohibition will survive final payment, completion, and acceptance of the Work, or termination or completion of the Contract. Nothing herein shall preclude CONTRACTOR from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. OWNER shall furnish the Site. OWNER shall notify CONTRACTOR of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CONTRACTOR must comply in performing the Work. OWNER will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If CONTRACTOR and OWNER are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in OWNER's furnishing the Site, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

B. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER, or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, includ-

ing, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *ENGINEER's Review:* After receipt of written notice as required by paragraph 4.03.A, ENGINEER will promptly review the pertinent condition, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto, and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

C. *Possible Price and Times Adjustments*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in CONTRACTOR's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.08 and 11.03.

2. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

c. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.03.A.

3. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be

made therefor as provided in paragraph 10.05. However, OWNER, ENGINEER, and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities, including OWNER, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and CONTRACTOR shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including OWNER, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility.

2. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price of Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, OWNER or CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

4.05 *Reference Points*

A. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the ENGINEER in the preparation of the Contract Documents.

B. *Limited Reliance by CONTRACTOR on Technical Data Authorized:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any Claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. CONTRACTOR shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. CONTRACTOR shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by CONTRACTOR, Subcontractors, Suppliers, or anyone else for whom CONTRACTOR is responsible.

D. If CONTRACTOR encounters a Hazardous Environmental Condition or if CONTRACTOR or anyone for whom CONTRACTOR is responsible creates a Hazardous Environmental Condition, CONTRACTOR shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify OWNER and ENGINEER (and promptly thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. CONTRACTOR shall not be required to resume Work in connection with such condition or in any affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by CONTRACTOR, either party may make a Claim therefor as provided in paragraph 10.05.

F. If after receipt of such written notice CONTRACTOR does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in paragraph 10.05. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or

Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.E shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by CONTRACTOR or by anyone for whom CONTRACTOR is responsible. Nothing in this paragraph 4.06.F shall obligate CONTRACTOR to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of paragraphs 4.02, 4.03, and 4.04 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B, CONTRACTOR shall within 20 days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. CONTRACTOR shall deliver to OWNER, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by OWNER or any other additional insured) which CONTRACTOR is required to purchase and maintain. OWNER shall deliver to CONTRACTOR, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by CONTRACTOR or any other additional insured) which OWNER is required to purchase and maintain.

5.04 *CONTRACTOR's Liability Insurance*

A. CONTRACTOR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether it is to be performed by CONTRACTOR, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to

perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance so required by this paragraph 5.04 to be purchased and maintained shall:

1. with respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) OWNER, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering CONTRACTOR's indemnity obligations under paragraphs 6.07, 6.11, and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the CONTRACTOR pursuant to paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when CONTRACTOR may be correcting, removing, or replacing defective Work in accordance with paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and CONTRACTOR shall furnish OWNER and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to OWNER and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 *OWNER's Liability Insurance*

A. In addition to the insurance required to be provided by CONTRACTOR under paragraph 5.04, OWNER, at OWNER's option, may purchase and maintain at OWNER's expense OWNER's own liability insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, OWNER shall purchase and maintain property

insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5. allow for partial utilization of the Work by OWNER;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR, and ENGINEER with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and any other individuals or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER and CONTRACTOR and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

5.07 *Waiver of Rights*

A. OWNER and CONTRACTOR intend that all policies purchased in accordance with paragraph 5.06 will protect OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and all other

individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. OWNER and CONTRACTOR waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused.

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

B. OWNER waives all rights against CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to OWNER's property or the Work caused by, arising out of, or resulting from fire or other peril whether or not insured by OWNER; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by OWNER during partial utilization pursuant to paragraph 14.05, after Substantial Completion pursuant to paragraph 14.04, or after final payment pursuant to paragraph 14.07.

C. Any insurance policy maintained by OWNER covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against CONTRACTOR, Subcontractors, ENGINEER, or ENGINEER's Consultants and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A.* Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with OWNER and made payable to OWNER as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. OWNER shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

B. OWNER as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection be made, OWNER as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, OWNER as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, OWNER as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A.* If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the

certificates (or other evidence requested) required by paragraph 2.05.C. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences,
and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of OWNER or ENGINEER in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents.

B. At all times during the progress of the Work, CONTRACTOR shall assign a competent resident superintendent thereto who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the Site and shall have authority to act on behalf of CONTRACTOR. All communications given to or received from the superintendent shall be binding on CONTRACTOR.

6.02 *Labor; Working Hours*

A. CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out, and construct the

Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's written consent (which will not be unreasonably withheld) given after prior written notice to ENGINEER.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the General Requirements, CONTRACTOR shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly

run to the benefit of OWNER. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.07 as it may be adjusted from time to time as provided below.

1. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.07) proposed adjustments in the progress schedule that will not result in changing the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 12. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to ENGINEER for review under the circumstances described below.

1. *"Or-Equal" Items:* If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by ENGINEER as an "or-equal" item, in which case review and approval of the proposed item may, in ENGINEER's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment ENGINEER determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;

b. CONTRACTOR certifies that: (i) there is no increase in cost to the OWNER; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in ENGINEER's sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or-equal" item under paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. CONTRACTOR shall submit sufficient information as provided below to allow ENGINEER to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR.

c. The procedure for review by ENGINEER will be as set forth in paragraph 6.05.A.2.d, as supplemented in the General Requirements and as ENGINEER may decide is appropriate under the circumstances.

d. CONTRACTOR shall first make written application to ENGINEER for review of a proposed substitute item of material or equipment that CONTRACTOR seeks to furnish or use. The application shall certify

that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute item will prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute item and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by ENGINEER in evaluating the proposed substitute item. ENGINEER may require CONTRACTOR to furnish additional data about the proposed substitute item.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by ENGINEER. CONTRACTOR shall submit sufficient information to allow ENGINEER, in ENGINEER's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in subparagraph 6.05.A.2.

C. *Engineer's Evaluation:* ENGINEER will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.05.A and 6.05.B. ENGINEER will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized until ENGINEER's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." ENGINEER will advise CONTRACTOR in writing of any negative determination.

D. *Special Guarantee:* OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

E. *ENGINEER's Cost Reimbursement:* ENGINEER will record time required by ENGINEER and ENGINEER's Consultants in evaluating substitute proposed or submitted by CONTRACTOR pursuant to paragraphs 6.05.A.2 and 6.05.B and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not ENGINEER approves a substitute item so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's Consultants for evaluating each such proposed substitute.

F. *CONTRACTOR's Expense:* CONTRACTOR shall provide all data in support of any proposed substitute or "or-equal" at CONTRACTOR's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. CONTRACTOR shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to OWNER as indicated in paragraph 6.06.B), whether initially or as a replacement, against whom OWNER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to OWNER in advance for acceptance by OWNER by a specified date prior to the Effective Date of the Agreement, and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement

for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

C. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other individual or entity, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR.

E. CONTRACTOR shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with ENGINEER through CONTRACTOR.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the CONTRACTOR and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against OWNER, CONTRACTOR, ENGINEER, ENGINEER's Consultants, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, CONTRACTOR will obtain the same.

6.07 *Patent Fees and Royalties*

A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for

the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto, such as plant investment fees.

6.09 *Laws and Regulations*

A. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR's compliance with any Laws or Regulations.

B. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR's obligations under paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work may be the subject of an adjustment in Contract Price or Contract Times. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in paragraph 10.05.

6.10 *Taxes*

A. CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations,

and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultant, and the officers, directors, partners, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against OWNER, ENGINEER, or any other party indemnified hereunder to the extent caused by or based upon CONTRACTOR's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work CONTRACTOR shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work CONTRACTOR shall clean the Site and make it ready for utilization by OWNER. At the completion of the Work CONTRACTOR shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. CONTRACTOR shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to ENGINEER for OWNER.

6.13 *Safety and Protection*

A. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or ENGINEER's Consultant, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them). CONTRACTOR's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. CONTRACTOR shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CONTRACTOR is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If ENGINEER determines that a change in the Contract Documents is required because of the action taken by CONTRACTOR in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. CONTRACTOR shall submit Shop Drawings to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. All submittals will be identified as ENGINEER may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show ENGINEER the services, materials, and equipment CONTRACTOR proposes to provide and to enable ENGINEER to review the information for the limited purposes required by paragraph 6.17.E.

B. CONTRACTOR shall also submit six (6) Samples to ENGINEER for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers, and the use for which intended and otherwise as ENGINEER may require to enable ENGINEER to review the submittal for the limited purposes required by paragraph 6.17.E. The numbers of each Sample to be submitted will be as specified in the Specifications.

C. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER as required by paragraph 2.07, any related Work performed prior to ENGINEER's review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

D. *Submittal Procedures*

1. Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto; and

d. CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or

Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR's obligations under the Contract Documents with respect to CONTRACTOR's review and approval of that submittal.

3. At the time of each submittal, CONTRACTOR shall give ENGINEER specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to ENGINEER for review and approval of each such variation.

E. *ENGINEER's Review*

1. ENGINEER will timely review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals acceptable to ENGINEER. ENGINEER's review and approval will be only to determine if the items covered by the submittals

will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. ENGINEER's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER's attention to each such variation at the time of each submittal as required by paragraph 6.17.D.3 and ENGINEER has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 6.17.D.1.

F. *Resubmittal Procedures*

1. CONTRACTOR shall make corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.18 *Continuing the Work*

A. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.04 or as OWNER and CONTRACTOR may otherwise agree in writing.

6.19 *CONTRACTOR's General Warranty and Guarantee*

A. CONTRACTOR warrants and guarantees to OWNER, ENGINEER, and ENGINEER's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. CONTRACTOR's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors, Suppliers, or any other individual or entity for whom CONTRACTOR is responsible; or

2. normal wear and tear under normal usage.

B. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents:

1. observations by ENGINEER;

2. recommendation by ENGINEER or payment by OWNER of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by ENGINEER or any payment related thereto by OWNER;

4. use or occupancy of the Work or any part thereof by OWNER;

5. any acceptance by OWNER or any failure to do so;

6. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by ENGINEER;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by OWNER.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom; and

2. is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of an individual or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such individual or entity.

B. In any and all claims against OWNER or ENGINEER or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of CONTRACTOR under paragraph 6.20.A shall not extend to the liability of ENGINEER and ENGINEER's Consultants or to the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

ARTICLE 7 - OTHER WORK

7.01 *Related Work at Site*

A. OWNER may perform other work related to the Project at the Site by OWNER's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to CONTRACTOR prior to starting any such other work; and

2. if OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in paragraph 10.05.

B. CONTRACTOR shall afford each other contractor who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the other work with OWNER's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of

such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

C. If the proper execution or results of any part of CONTRACTOR's Work depends upon work performed by others under this Article 7, CONTRACTOR shall inspect such other work and promptly report to ENGINEER in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CONTRACTOR's Work. CONTRACTOR's failure to so report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If OWNER intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, OWNER shall have sole authority and responsibility for such coordination.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.02 *Replacement of ENGINEER*

A. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer to whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER.

8.03 *Furnish Data*

A. OWNER shall promptly furnish the data required of OWNER under the Contract Documents.

8.04 *Pay Promptly When Due*

A. OWNER shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.01 and 4.05. Paragraph 4.02 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by ENGINEER in preparing the Contract Documents.

8.06 *Insurance*

A. OWNER's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. OWNER is obligated to execute Change Orders as indicated in paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. OWNER's responsibility in respect to certain inspections, tests, and approvals is set forth in paragraph 13.03.B.

8.09 *Limitations on OWNER's Responsibilities*

A. The OWNER shall not supervise, direct, or have control or authority over, nor be responsible for, CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. OWNER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. OWNER's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER's obligations under the Contract Documents, OWNER's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *OWNER'S Representative*

A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and will not be changed without written consent of OWNER and ENGINEER.

9.02 *Visits to Site*

A. ENGINEER will make visits to the Site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of CONTRACTOR's executed Work. Based on information obtained during such visits and observations, ENGINEER, for the benefit of OWNER, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. ENGINEER's efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defective Work.

B. ENGINEER's visits and observations are subject to all the limitations on ENGINEER's authority and responsibility set forth in paragraph 9.10, and particularly, but without limitation, during or as a result of ENGINEER's visits or observations of CONTRACTOR's Work ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in providing more extensive observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.10 and in the Supplementary Conditions. If OWNER designates another representative or agent to represent OWNER at the Site who is not ENGINEER's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Clarifications and Interpretations*

A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents as ENGINEER may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Docu-

ments. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a written clarification or interpretation, a Claim may be made therefor as provided in paragraph 10.05.

9.05 *Authorized Variations in Work*

A. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR, who shall perform the Work involved promptly. If OWNER and CONTRACTOR are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of a Field Order, a Claim may be made therefor as provided in paragraph 10.05.

9.06 *Rejecting Defective Work*

A. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, or that ENGINEER believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. ENGINEER will also have authority to require special inspection or testing of the Work as provided in paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.07 *Shop Drawings, Change Orders and Payments*

A. In connection with ENGINEER's authority as to Shop Drawings and Samples, see paragraph 6.17.

B. In connection with ENGINEER's authority as to Change Orders, see Articles 10, 11, and 12.

C. In connection with ENGINEER's authority as to Applications for Payment, see Article 14.

9.08 *Determinations for Unit Price Work*

A. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR the ENGINEER's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER's written decision thereon will be final and binding (except as modified by ENGINEER to reflect changed factual conditions or more accurate data) upon OWNER and CONTRACTOR, subject to the provisions of paragraph 10.05.

9.09 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work, the quantities and classifications of Unit Price Work, the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, and Claims seeking changes in the Contract Price or Contract Times will be referred initially to ENGINEER in writing, in accordance with the provisions of paragraph 10.05, with a request for a formal decision.

B. When functioning as interpreter and judge under this paragraph 9.09, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to this paragraph 9.09 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.07) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter.

9.10 *Limitations on ENGINEER's Authority and Responsibilities*

A. Neither ENGINEER's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such

authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. ENGINEER will not supervise, direct, control, or have authority over or be responsible for CONTRACTOR's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CONTRACTOR to comply with Laws and Regulations applicable to the performance of the Work. ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

C. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. ENGINEER's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this paragraph 9.10 shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants. See Article 18.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If OWNER and CONTRACTOR are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Work as provided in paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by ENGINEER (or Written Amendments) covering:

1. changes in the Work which are: (i) ordered by OWNER pursuant to paragraph 10.01.A, (ii) required because of acceptance of defective Work under paragraph 13.08.A or OWNER's correction of defective Work under paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

10.05 *Claims and Disputes*

A. *Notice:* Written notice stating the general nature of each Claim, dispute, or other matter shall be delivered by the claimant to ENGINEER and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. Notice of the amount or extent of the Claim, dispute, or other matter with supporting data shall be delivered to the ENGINEER and the other party to the Contract within 60 days after the start of such event (unless ENGINEER allows additional time for claimant to submit additional or more accurate data in support of such Claim, dispute, or other matter). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to ENGINEER and the claimant within 30 days after receipt of the claimant's last submittal (unless ENGINEER allows additional time).

B. *ENGINEER's Decision:* ENGINEER will render a formal decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any. ENGINEER's written decision on such Claim, dispute, or other matter will be final and binding upon OWNER and CONTRACTOR unless:

1. an appeal from ENGINEER's decision is taken within the time limits and in accordance with the dispute resolution procedures set forth in Article 16; or

2. if no such dispute resolution procedures have been set forth in Article 16, a written notice of intention to appeal from ENGINEER's written decision is delivered by OWNER or CONTRACTOR to the other and to ENGINEER within 30 days after the date of such decision, and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction within 60 days after the date of such decision or within 60 days after Substantial Completion, whichever is later (unless otherwise agreed in writing by OWNER and CONTRACTOR), to exercise such rights or remedies as the appealing party may have with respect to such Claim, dispute, or other matter in accordance with applicable Laws and Regulations.

C. If ENGINEER does not render a formal decision in writing within the time stated in paragraph 10.05.B, a decision denying the Claim in its entirety shall be deemed to have been issued 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.

D. No Claim for an adjustment in Contract Price or Contract Times (or Milestones) will be valid if not submitted in accordance with this paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to CONTRACTOR will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Such employees shall include without limitation superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work

shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by OWNER.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

3. Payments made by CONTRACTOR to Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from subcontractors acceptable to OWNER and CONTRACTOR and shall deliver such bids to OWNER, who will then determine, with the advice of ENGINEER, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as CONTRACTOR's Cost of the Work and fee as provided in this paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the perfomance of the Work, and cost, less market value, of such items used but not consumed which remain the property of CONTRACTOR.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by CONTRACTOR in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. When the Cost of the Work is used to determine the value of a Change Order or of a Claim, the cost of premiums for additional Bonds and insurance required because of the changes in the Work or caused by the event giving rise to the Claim.

j. When all the Work is performed on the basis of cost-plus, the costs of premiums for all Bonds and insurance CONTRACTOR is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by CONTRACTOR, whether at the Site or in CONTRACTOR's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.01.A.1 or specifically covered by paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the CONTRACTOR's fee.

2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the Site.

3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

4. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraphs 11.01.A and 11.01.B.

C. *CONTRACTOR's Fee:* When all the Work is performed on the basis of cost-plus, CONTRACTOR's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, CONTRACTOR's fee shall be determined as set forth in paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to paragraphs 11.01.A and 11.01.B, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.02 *Cash Allowances*

A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums as may be acceptable to OWNER and ENGINEER. CONTRACTOR agrees that:

1. the allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. CONTRACTOR's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of

Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER subject to the provisions of paragraph 9.08.

B. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item.

C. OWNER or CONTRACTOR may make a Claim for an adjustment in the Contract Price in accordance with paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. if CONTRACTOR believes that CONTRACTOR is entitled to an increase in Contract Price as a result of having incurred additional expense or OWNER believes that OWNER is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 11.01) plus a CONTRACTOR's fee for overhead and profit (determined as provided in paragraph 12.01.C).

C. *CONTRACTOR's Fee:* The CONTRACTOR's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under paragraphs 11.01.A.1 and 11.01.A.2, the CONTRACTOR's fee shall be 15 percent;

b. for costs incurred under paragraph 11.01.A.3, the CONTRACTOR's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and CONTRACTOR will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by CONTRACTOR to OWNER for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in CONTRACTOR's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in CONTRACTOR's fee shall be computed on the basis of the net change in accordance with paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times (or Milestones) may only be changed by a Change Order or by a Written Amendment. Any Claim for an adjustment in the Contract Times (or Milestones) shall be based on written notice submitted by the party making the claim to the ENGINEER and the other party to the Contract in accordance with the provisions of paragraph 10.05.

B. Any adjustment of the Contract Times (or Milestones) covered by a Change Order or of any Claim for an adjustment in the Contract Times (or Milestones) will be determined in accordance with the provisions of this Article 12.

12.03 *Delays Beyond CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 12.02.A. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

12.04 *Delays Within CONTRACTOR's Control*

A. The Contract Times (or Milestones) will not be extended due to delays within the control of CONTRACTOR. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of CONTRACTOR.

12.05 *Delays Beyond OWNER's and CONTRACTOR's Control*

A. Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR's sole and exclusive remedy for such delay.

12.06 *Delay Damages*

A. In no event shall OWNER or ENGINEER be liable to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from:

1. delays caused by or within the control of CONTRACTOR; or

2. delays beyond the control of both OWNER and CONTRACTOR including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility

owners or other contractors performing other work as contemplated by Article 7.

B. Nothing in this paragraph 12.06 bars a change in Contract Price pursuant to this Article 12 to compensate CONTRACTOR due to delay, interference, or disruption directly attributable to actions or inactions of OWNER or anyone for whom OWNER is responsible.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which OWNER or ENGINEER has actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. OWNER, ENGINEER, ENGINEER's Consultants, other representatives and personnel of OWNER, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.04.B shall be paid as provided in said paragraph 13.04.B; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, CONTRACTOR shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish ENGINEER the required certificates of inspection or approval.

D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER's and ENGINEER's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to OWNER and ENGINEER.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by CONTRACTOR without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

F. Uncovering Work as provided in paragraph 13.03.E shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in

question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a Claim therefor as provided in paragraph 10.05.

13.05 *OWNER May Stop the Work*

A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. CONTRACTOR shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by ENGINEER, remove it from the Project and replace it with Work that is not defective. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for CONTRACTOR's use by OWNER or permitted by Laws and Regulations as contemplated in paragraph 6.11.A is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions: (i) repair such defective land or areas, or (ii) correct such defective Work or, if the defective Work has been rejected by OWNER, remove it from the Project and replace it with Work that is not defective, and (iii) satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or repaired or may have the rejected Work removed and replaced, and all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by CONTRACTOR.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

D. CONTRACTOR's obligations under this paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall pay all Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to OWNER's evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by CONTRACTOR pursuant to this sentence. If any such acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, OWNER may make a Claim therefor as provided in paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

13.09 *OWNER May Correct Defective Work*

A. If CONTRACTOR fails within a reasonable time after written notice from ENGINEER to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.06.A, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph, OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the Site, take possession of all or part of the Work and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees, OWNER's other contractors, and ENGINEER and ENGINEER's Consultants access to the Site to enable OWNER to exercise the rights and remedies under this paragraph.

C. All Claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by OWNER in exercising the rights and remedies under this paragraph 13.09 will be charged against CONTRACTOR, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, OWNER may make a Claim therefor as provided in paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CONTRACTOR's defective Work.

D. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER's rights and remedies under this paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The schedule of values established as provided in paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments*

1. At least 20 days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER's interest therein, all of which must be satisfactory to OWNER.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge CONTRACTOR's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to pro-gress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. ENGINEER will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

2. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's observations on the Site of the executed Work as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules, that to the best of ENGINEER's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Comple tion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.08, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the Work.

3. By recommending any such payment ENGINEER will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents; or (ii) that there may not be other matters or issues between the parties

that might entitle CONTRACTOR to be paid additionally by OWNER or entitle OWNER to withhold payment to CONTRACTOR.

4. Neither ENGINEER's review of CONTRACTOR's Work for the purposes of recommending payments nor ENGINEER's recommendation of any payment, including final payment, will impose responsibility on ENGINEER to supervise, direct, or control the Work or for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for CONTRACTOR's failure to comply with Laws and Regulations applicable to CONTRACTOR's performance of the Work. Additionally, said review or recommendation will not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the Work, materials, or equipment has passed to OWNER free and clear of any Liens.

5. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 14.02.B.2. ENGINEER may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Written Amendment or Change Orders;

c. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.09; or

d. ENGINEER has actual knowledge of the occurrence of any of the events enumerated in paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to OWNER with ENGINEER's recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER to CONTRACTOR.

D. *Reduction in Payment*

1. OWNER may refuse to make payment of the full amount recommended by ENGINEER because:

a. claims have been made against OWNER on account of CONTRACTOR's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where CONTRACTOR has delivered a specific Bond satisfactory to OWNER to secure the satisfaction and discharge of such Liens;

c. there are other items entitling OWNER to a set-off against the amount recommended; or

d. OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.B.5.a through 14.02.B.5.c or paragraph 15.02.A.

2. If OWNER refuses to make payment of the full amount recommended by ENGINEER, OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action and promptly pay CONTRACTOR any amount remaining after deduction of the amount so withheld. OWNER shall promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER's satisfaction the reasons for such action.

3. If it is subsequently determined that OWNER's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by paragraph 14.02.C.1.

14.03 *CONTRACTOR's Warranty of Title*

A. CONTRACTOR warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Promptly thereafter, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within 14 days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said 14 days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER in writing prior to ENGINEER's issuing the definitive certificate of Substantial Completion, ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

B. OWNER shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Use by OWNER at OWNER's option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER for its intended purpose without significant interference with CONTRACTOR's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to OWNER and ENGINEER that such part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR, and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will promptly make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. *Application for Payment*

1. After CONTRACTOR has, in the opinion of ENGINEER, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in paragraph 6.12), and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by subparagraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in paragraph 14.07.A.2 and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

B. *Review of Application and Acceptance*

1. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER's recommendation of payment and present the Application for Payment to OWNER for payment. At the same time ENGINEER will also give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, ENGINEER will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due*

1. Thirty days after the presentation to OWNER of the Application for Payment and accompanying documentation, the amount recommended by ENGINEER will become due and, when due, will be paid by OWNER to CONTRACTOR.

14.08 *Final Completion Delayed*

A. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemental, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-6.10 Delete paragraph 6.10 in its entirely and insert the following in its place:

The owner qualifies for the state and local tax exemption in the purchase of certain materials and equipment. Other exemptions as per 34 TAC -3.287 and related laws may apply.

SC-11.01 Delete paragraph 11.01 in its entirety.

SC-11.02 Delete paragraph 11.02 in its entirety.

SC-12.01B.2 & B.3. Delete paragraph 12.01B.2 & B.3 in its entirety.

SC-12.01.C.2 Delete paragraph 12.01.C.2 in its entirety.

SC Article 14.02 C.1 Replace **"Ten days"** with **"Thirty days"** to read as follows: Thirty days after presentation of the Application for Payment to OWNER with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of paragraph 14.02.D) become due, and when due will be paid by OWNER TO CONTRACTOR.

SC Article 16 Add the following language at the end of the paragraph of Article 16:

There are no dispute resolution methods and procedures set forth in the Supplemental Conditions:

Appendix R

PREVAILING WAGES RATES CERTIFICATION

Prevailing Wage Rates
Certification Statement

Date _____

Project Name _____

Contractor _____

I, _____ do hereby state:
(Name of Project Director)

1. That a payroll (form WH-347 or similar form) was submitted for contract work Performed for the period covered by the attached application.
2. That a statement of compliance (Form WH-347 or similar form) was submitted with the payroll.
3. The certified payroll complies with the classifications and minimum wage rates Stipulated in the contract.
4. That a minimum of one interview was conducted with laborers using Form HUD-11 or similar.

_____
Signature

Appendix S

PROJECT SPECIFICATIONS

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
STANDARD SPECIFICATIONS BOOK

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SECTION 01181
PRIVATE UTILITIES

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for areas of work involving private utility companies including, but not limited to the following:
   1. Telephone Companies.
   2. Gas Companies.
   3. Power (Electric) Companies.
   4. Cable Television Companies.
   5. Pipeline Companies.

1.2 NOTIFICATIONS

A. Notify private utilities of proposed work at least 48 hours prior to starting work at site.
B. The following organizations provide construction notification services for member companies:
   1. DIG-TESS
      1-800-DIG-TESS
      1-800-344-8377

1.3 UTILITY RELOCATIONS

A. Where relocation of utility work is necessary for construction purposes, coordinate the relocations with the Engineer prior to start of work.

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION – Not used

END OF SECTION

SECTION 01270
MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 SUMMARY

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

1.2 MEASUREMENT

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

1.3 UNIT QUANTITIES

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

1.4 PAYMENT

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

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

1.5 NONCONFORMANCE OF WORK

A. Remove and replace the work, or portions of the work, not conforming to the Contract Documents.
B. If, in the opinion of the Engineer, it is not practical to remove and replace the work, the Engineer will direct one of the following remedies:
   1. The nonconforming work will remain as is, but the unit price will be adjusted to a lower price at the discretion of the Engineer.
   2. The nonconforming work will be modified as authorized by the Engineer, and the unit price will be adjusted to a lower price at the discretion of the Engineer, if the modified work is deemed to be less suitable than originally specified.
C. Individual Sections may modify these options or may identify a specific formula or percentage price reduction.
D. The authority of the Engineer to assess the nonconforming work and identify payment adjustment is final.

1.6 NONPAYMENT

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

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

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION – Not used

END OF SECTION

SECTION 01292
SCHEDULE OF VALUES

PART 1 – GENERAL

1.1 SUMMARY

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

1.2 SUBMITTALS

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

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION – Not used

END OF SECTION

SECTION 01325
CONSTRUCTION SCHEDULES

PART 1 – GENERAL

1.1 SUMMARY

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

1.2 MEASUREMENT AND PAYMENT

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

1.3 GENERAL FORM AND CONTENTS OF SCHEDULES

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

1.4 SUBMITTALS

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

PART 2 – PRODUCTS – Not used
PART 3 – EXECUTION

3.1 PROGRESS MEETINGS

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

END OF SECTION

SECTION 01328
CONSTRUCTION SURVEYING

PART 1 – GENERAL

1.1 SUMMARY

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

1.2 MEASUREMENT AND PAYMENT

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

1.3 STANDARDS

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

1.4 CONTROL

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

1.5 ACCEPTANCE OF CONTROL

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

1.6 DAMAGED MONUMENTATION

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

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION – Not used

END OF SECTION

SECTION 01330
SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 SUMMARY

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

1.2 SUBMITTAL PROCEDURES

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

B. Submit 2 copies of documents unless otherwise specified.

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

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

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

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

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

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION – Not used

END OF SECTION

SECTION 01422
REFERENCE TECHNICAL STANDARDS

PART 1 – GENERAL

1.1 SUMMARY

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

1.2 ABBREVIATIONS

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

1.3 GOVERNING VERSION – Not used

1.4 CONTRACTUAL OBLIGATIONS

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

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION – Not used

END OF SECTION

SECTION 01457
CONSTRUCTION TESTS AND INSPECTION

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for tests and inspection.

1.2 MEASUREMENT AND PAYMENT

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

1.3 ACCESS TO WORK

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

1.4 TESTS AND INSPECTIONS

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

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

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

1.5 SUBMITTALS

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

1.6 LIMITS OF AUTHORITY

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

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION – Not used

END OF SECTION

SECTION 01554
EMERGENCY ACTION PLAN & STOP LOGS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Section includes requirements of an Emergency Action Plan (EAP) to address contingency plans in the event of damage to the floodway.
B. Section includes furnishing and installation of stop logs, guide frames and stop log lifters as shown on the plans and as specified herein.

1.2 MEASUREMENT AND PAYMENT

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

1.3 SUBMITTALS

A. Conform to requirements of Section 01330 – Submittal Procedures.
B. Additionally, provide the following information to confirm compliance with the specification of stop logs:
   1. Complete description of all materials including the material thickness of all structural components of the stop logs, guide frames, and stop log lifter.
   2. Installation drawings showing all details of construction, details required for installation, dimensions and anchor bolt locations.
   3. Maximum bending stress/deflection of the stop logs under the maximum design head.
   4. Name of the principle manufacturing facility.

1.4 EMERGENCY ACTION PLAN

A. The EAP document should include the following:
   1. Discussion of procedures for timely and reliable detection.
   2. Classification (level of emergency).
   3. Response procedure to a potential emergency condition.
   4. Contact personnel and agencies including primary and secondary telephone numbers.
   5. Contractor's hierarchy of responsible personnel.
   6. Traffic control measures.
   7. Identification of resources to be available on or near project site in event of damage to the floodway.
B. The EAP document should be:
   1. Approved by the IBWC and/or other agencies listed on the plans.

2. Dated, signed and sealed by a Licensed Professional Engineer.

1.5 QUALITY ASSURANCE OF STOP LOGS

A. All of the equipment specified under this Section shall be furnished by a single manufacturer with a minimum of 20 years' experience designing and manufacturing stop logs.
B. The specification is based on Aluminum Stop Logs as manufactured by Waterman Valve of Exeter, CA.

PART 2 - PRODUCTS

2.1 STOP LOGS GENERAL

A. Stop log assemblies shall be as specified herein and have the characteristics and dimensions shown on the Contract Drawings.
B. Leakage shall not exceed 0.05 gpm/ft of wetted seal perimeter.
C. The stop logs shall be provided with a continuous resilient seal along the bottom edge of each stop log. Vertical seals shall be mechanically fastened to the guide frame rails.
D. Stop logs shall be of the height as shown in the Contract Drawings and they shall be designed to function properly when stacked in any order.
E. Stop logs shall be designed to be self-draining, non-buoyant and to drop into place under their own weight without any downward pressure necessary.
F. All structural components of the stop logs shall be fabricated of aluminum and shall have adequate strength to prevent distortion during normal handling, during installation and while in service.
G. All structural components of the guide frames shall be fabricated of aluminum and/or stainless steel and shall have adequate strength to prevent distortion during normal handling, during installation and while in service.
H. All welds shall be performed by welders with AWS certification.
I. Finish: Mill finish on aluminum and stainless steel. All aluminum in contact with concrete shall be field coated by the contractor with a heavy coat of bitumastic paint. Welds on aluminum shall be cleaned to provide a uniform finish. Welds on stainless steel shall be passivated to remove weld burn and scale.
J. Materials:

Components	Materials
Frame Guides and Invert	Stainless Steel, Type 304L, Type 316L, ASTM A240, A276 Aluminum, Alloy 6061-T6, ASTM B 209, B308
Stop Logs	Aluminum, Alloy 6061-T6, ASTM B 209, B308
Lip Seal	Neoprene ASTM D-2000, EPDM
Anchor Studs, Fasteners and Nuts	Stainless Steel, Type 316, ASTM A276, F 593, F594

2.2 FRAME GUIDES

A. The frame guides or grooves and invert member shall be constructed of stainless steel or extruded aluminum with a minimum thickness of 1/4-inch.
   1. Frame design shall allow for embedded mounting or mounting directly to a wall with stainless steel anchor bolts and grout. Mounting style shall be as shown on the Contract Drawings.
   2. An invert member shall be provided across the bottom of the guides. The invert member shall be of the flush bottom type.

2.3 STOP LOGS

A. The stop logs shall be constructed of extruded aluminum shapes with a minimum thickness of 1/4-inch.
   1. Each stop log height shall be as indicated on the Contract Drawings.
   2. Maximum bending stress shall not exceed 7600 psi at the maximum operating head.
   3. Maximum deflection shall not exceed 1/360 of stop log span at the maximum operating head.
   4. Each stop log shall be provided with 2 alignment pins to ensure log stack alignment in service.
   5. Adequate drainage shall be provided for each stop log.
   6. Two slots shall be provided in the top of each stop log for removal and installation via the stop log lifter.
   7. Each stop log shall be outfitted with an identification tag indicating the manufacturer.

2.4 SEALS

A. Each stop log shall be outfitted with a continuous resilient lip seal along the bottom edge of each log.
   1. The continuous lip seal shall be constructed of rubber or EPDM and shall be mechanically retained to the stop log.
   2. The lip seal shall be activated by a combination of the weight of the stop log and the differential water pressure, which pushes the seal against the inside of the groove assembly.
   3. Stop logs that utilize rubber “J” seals or “P” seals are not acceptable.

2.5 LIFTER

A. One stop log lifter shall be provided for each different guide frame width.
   1. The lifter shall be constructed of (aluminum) (painted mild steel) (stainless steel) and shall be outfitted with UHMW guide bars and stainless-steel fasteners.

2. The lifter shall be provided with lifting hooks designed to automatically engage lifting pins through the slots in the top of the stop logs. A lanyard release will be incorporated into the design.
3. The lifter shall be capable of installing and removing all stop logs of the same width whether they are installed or at the operating floor level.

2.6 STORAGE RACKS

A. Storage racks, if shown on the Contract Drawings, shall be provided to house stop logs while they are not in use.
   1. Storage racks shall be constructed of aluminum, painted mild steel or stainless steel and shall be mounted, as shown on the Contract Drawings.

2.7 ANCHOR BOLTS

A. Anchor bolts shall be provided by the stop log manufacturer for mounting the guide frames and storage racks (if applicable).
   1. Quantity and location shall be determined by the stop log manufacturer.
   2. If epoxy type anchor bolts are provided, the stop log manufacturer shall provide the studs and nuts.
   3. For surface mount installations, anchor bolts shall have a minimum diameter of ½ inch. For embedded mount installations, anchor bolts shall have a minimum diameter of 3/8 inch.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Installation of the stop logs, guide frames and appurtenances shall be done in a workmanlike manner. It shall be the responsibility of the contractor to handle, store and install the equipment specified in this Section in strict accordance with the manufacturer's recommendations.
B. The contractor shall review the installation drawings and installation instruction prior to installing the guide frames.
C. The guide frames shall be installed in a true vertical plane, square and plumb.
D. The contractor shall fill the void in between the guide frames and the wall with non-shrink grout as shown on the installation drawing and in accordance with the manufacturer’s recommendations.

3.2 FIELD TESTING

A. After installation, all stop logs shall be field tested in the presence of the engineer and owner to ensure that all items of equipment are in full compliance with this Section. The stop logs shall be inserted into the guide

frames to confirm that they operate in accordance with the specification. Each stop log assembly shall be water tested by the contractor, at the discretion of the engineer and owner, to confirm that leakage does not exceed the specified allowable leakage.

END OF SECTION

SECTION 01555
TRAFFIC CONTROL AND REGULATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

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

1.2 MEASUREMENT AND PAYMENT

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

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

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

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

1.3 REFERENCES

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

1.4 SUBMITTALS

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

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

PART 2 - PRODUCTS

2.1 SIGNS, SIGNALS, AND DEVICES

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

PART 3 - EXECUTION

3.1 PUBLIC ROADS

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

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

3.2 CONSTRUCTION PARKING CONTROL

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

3.3 FLARES AND LIGHTS

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

3.4 HAUL ROUTS

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

3.5 TRAFFIC SIGNS AND SIGNALS

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

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

3.6 BRIDGING TRENCHES AND EXCAVATIONS

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

3.7 REMOVAL

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

3.8 TRAFFIC CONTROL, REGULATION AND DIRECTION

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

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

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

3.9 INSTALLATION STANDARDS

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

3.10 MAINTENANCE OF EQUIPMENT AND MATERIAL

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

END OF SECTION

SECTION 01562
CONSTRUCTION FENCE

PART 1 – GENERAL

1.1 SUMMARY

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

1.2 MEASUREMENT AND PAYMENT

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

PART 2 – PRODUCTS

2.1 FENCE PROPERTIES

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

PART 3 – EXECUTION

3.1 INSTALLATION

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

3.2 REMOVAL AND DISPOSAL

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

END OF SECTION

SECTION 01565
GENERAL SOURCE CONTROLS

PART 1 – GENERAL

1.1 SUMMARY

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

1.2 MEASUREMENT AND PAYMENT

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

1.3 DEFINITION

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

1.4 PROTECTION OF TREES

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

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

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

1.5 DUST CONTROL

A. Control dust blowing and movement on construction sites and roads to prevent exposure of soil surfaces, to reduce on and offsite damage, to prevent health hazards and to improve traffic safety.
B. Control dust blowing by utilizing one or more of the following:
   1. Paper or wood mulches bound with natural or chemical binders.
   2. Temporary vegetative cover.
   3. Apply dust suppressants at manufacturer's recommended rate for duration required.
   4. Irrigation by water sprinkling.
   5. Spreading hay.
C. Implement dust controls immediately whenever dust can be observed blowing on the site or as directed by the Engineer.
D. Provide copy of Water Rights Permit from the Texas Commission on Environmental Quality (TCEQ) prior to using State Water.

1.6 EQUIPMENT MAINTENANCE AND REPAIR

A. Confine maintenance and repair of construction machinery and equipment to areas specifically designated for that purpose. Locate and design designated areas so that oils, gasoline, grease, solvents and other potential pollutants cannot be allowed into soils, receiving streams or stormwater conveyance systems. Provide adequate waste disposal receptacles for liquid, as well as, solid waste. Inspect and clean maintenance areas daily.
B. On a site where designated equipment maintenance areas are not feasible, care must be taken during each individual repair or maintenance operation to prevent potential pollutants from becoming available to be washed into streams or stormwater conveyance systems. Provide and use temporary waste disposal receptacles.

1.7 WASTE COLLECTION AND DISPOSAL

A. Refer to Section 02120 – Material Disposal.
B. Provide a plan for the collection and disposal of waste materials on the site. Designate locations for trash and waste receptacles and establish a collection schedule. Specify and carry out methods for ultimate disposal of waste in accordance with applicable local, State and Federal health and safety regulations. Make special provisions for the collection and disposal of liquid wastes and toxic or hazardous materials.

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

1.8 PUBLIC ROAD MAINTENANCE

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

1.9 WASHING AREAS

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

1.10 STORAGE OF CONSTRUCTION MATERIALS, CHEMICALS, ETC.

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

1.11 SANITARY FACILITIES

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

1.12 INSPECTION REPORTS

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

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

END OF SECTION

SECTION 01580
PROJECT SIGNS

PART 1 – GENERAL

1.1 SUMMARY

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

1.2 MEASUREMENT AND PAYMENT

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

PART 2 – PRODUCTS

2.2 PROJECT SIGNS

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

2.3 SUPPORTS

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

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

PART 3 – EXECUTION

3.1 CONSTRUCTION

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

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

3.2 INSTALLATION (WHEN REQUIRED)

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

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

C. Install sign(s) level and plumb.

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

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

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

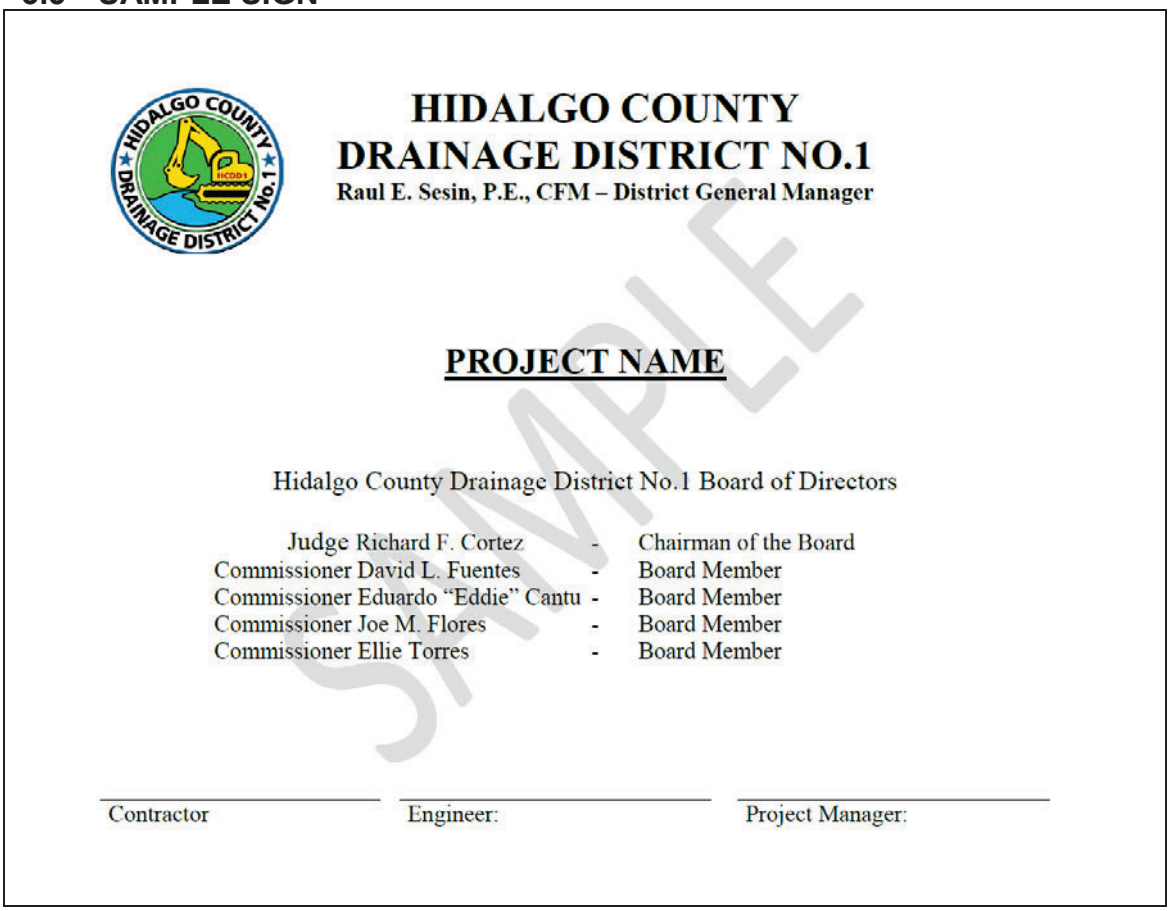
3.3 MAINTENANCE

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

3.4 REMOVAL

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

3.5 SAMPLE SIGN



END OF SECTION

SECTION 01785
PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for preparing and maintaining record documents for the project to reflect the construction as built.

1.2 MEASUREMENT AND PAYMENT

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

1.3 MAINTENANCE OF RECORD DOCUMENTS

A. Maintain at the job site, one copy of:
   1. Contract Documents.
   2. Reviewed Shop Drawings.
   3. Change orders and field orders.
   4. Field test records.
   5. Correspondence.
   6. Notice of Intent (NOI).
   7. Construction Site Notice.
   8. TPDES Storm Water Permit.
   9. Storm Water Pollution Prevention Plan (SWPPP).
   10. Notice of Termination (NOT) as they are filed.
   11. Other Environmental Permits, as required.
B. Store record documents apart from documents used for construction. Do not use record documents for construction purposes. Provide files and racks for orderly storage. Maintain documents in clean, dry, legible and orderly condition. Make documents and samples available at all times for inspection by the Engineer.

1.4 RECORDING

A. Label each document “PROJECT RECORD” in neat, large, printed letters.
B. Mark changes legibly in red pencil or red ink.

C. Keep record documents current.
D. Do not conceal work until required information is recorded.
E. Legibly mark and date Plans to record:
    1. Alignment and profile of the project, location and elevation of appurtenances.
    2. Horizontal and vertical location of underground utilities and appurtenances.
    3. Location of internal utilities and appurtenances referenced to permanent surface improvements.
    4. Field changes of dimension and detail.
    5. Changes made by change order or field order.
    6. Details not on original Plans.
F. Legibly mark specifications and addenda to record:
    1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
    2. Changes made by change order or field order.
G. Legibly annotate, mark and date Shop Drawings to record changes made after approval.

1.5 SUBMITTALS

A. At project completion, deliver record documents to the Engineer. Place letter-sized material in a 3-ring binder, neatly indexed. Bind Plans and Shop Drawings in rolls of convenient size for ease of handling.
B. Accompany submittals with a transmittal letter containing:
    1. Date.
    2. Project title and number.
    3. Contractor's name and address.
    4. Title and number of each record document.
    5. Certification that each document as submitted is complete and accurate.
    6. Signature of Contractor.

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION – Not used

END OF SECTION

SECTION 02092
IRRIGATION WELLS, GATES, AND VALVES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnish and install irrigation wells, gates, and valves as shown on the plans or as directed.

1.2 MEASUREMENT AND PAYMENT

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

1.3 SUBMITTALS

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

PART 2 - MATERIALS

2.1 CEMENT

A. Use Type 1 hydraulic cement in accordance with ASTM Designation" C150.

2.2 LIME

A. Use hydrated lime of an established brand as approved.

2.3 SAND

1. Use sand that is composed of clean, hard, durable, uncoated grains, free from lumps, soft or flaky particles, loam, organic matter or other injurious substances as approved.

2.4 WATER

A. Use water suitable for drinking or for ordinary household use without being treated.

2.5 CONCRETE FOR IRRIGATION WELLS

A. Use class A concrete or as shown on plans.

2.6 REINFORCING STEEL

A. For irrigation wells, use reinforcing steel that conforms to requirements of Section 02636 – Reinforcing Steel.

2.7 CONCRETE

A. Furnish irrigation wells that conforms to requirements of Section 03310 Concrete. Furnish Class C concrete for cast-in-place irrigation wells unless otherwise shown on plans.

2.8 REINFORCED CONCRETE PIPE

A. Use reinforced concrete pipe that conforms to the requirements of Section 02611 – Reinforced Concrete Pipe.

2.9 WELL GATES

A. Use approved gates.

2.10 IRRIGATION VALVES

A. Use approved valves.

2.11 MORTAR

A. Furnish mortar conforming to DMS-5675, Cementitious Grouts and Mortars for Miscellaneous Applications.

2.12 OTHER MATERIALS

A. Use commercial type hardware, as approved.

PART 3 - EXECUTION

3.1 CONSTRUCTION METHODS

A. Construct irrigation wells with reinforced concrete pipe. If reinforced concrete pipe is used, then construct the inside diameter of the pipe as specified for the size of the well and Class III pipe required.
   1. Irrigation Wells
      a. Construct irrigation wells as shown on the plans, under irrigation

crossing details.

2. Concrete Foundation
   a. Construct concrete foundations as shown on the plans under irrigation crossing detail.
3. Gates and Valves
   a. Install gates and valves at locations shown on the plans. Install gates and valves in such a manner as to completely seal the ends of the concrete pipe and be securely anchored. Furnish drive extensions for gates that extend to the hand wheel above the top f wells, headwalls, or concrete canal lining to facilitate operation.

END OF SECTION

SECTION 02221
REMOVING EXISTING PAVEMENTS, STRUCTURES, WOOD, AND DEMOLITION DEBRIS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Removing concrete paving, asphaltic concrete pavement, brick pavement and base courses.
B. Removing concrete curbs, concrete curbs and gutters, sidewalks and driveways.
C. Removing pipe culverts, sewers, and sewer leads.
D. Removing waterlines and water services lines including asbestos cement pipe per OSHA guidelines.
E. Removing existing inlets and manholes.
F. Removing and disposing of pre-stressed concrete beams and drill shafts.
G. Removing miscellaneous structures of concrete or masonry.
H. Removing existing bridge.
I. Removing existing wood and demolition debris.

1.2 MEASUREMENT AND PAYMENT

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

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 PREPARATION

A. Obtain advance approval from Project Manager for dimensions and limits of removal work.
B. Identify known utilities below grade. Stake and flag locations.
C. For removal of asbestos-containing materials, or materials that could potentially contain asbestos, comply with the following:
   1. Crew members must be trained in accordance with OSHA 29 CFR 1926.1101 – Asbestos.

2. Conduct negative exposure assessment to demonstrate asbestos exposure below permissible exposure limit (PEL) in accordance with OSHA 29 CFR 1926.1101 – Asbestos and EPA 40 CFR 763 – Asbestos.
3. If negative exposure assessment not conducted, or if results are above PEL, provide respiratory protection in accordance with Paragraph 3.02 of this Section.

3.2 PROTECTION

A. Protect following from damage or displacement:
   1. Adjacent public and/or private property.
   2. Trees, plants, and other landscape features designated to remain.
   3. Utilities designated to remain.
   4. Pavement and utility structures designated to remain.
   5. Bench marks, monuments, and existing structures designated to remain.

B. When required, provide respiratory protection in accordance with OSHA 29 CFR 1910.134 – Respiratory Protection, and National Institute of Occupational Safety and Health (NIOSH).

3.3 REMOVALS

A. Remove pavements and structures by methods that will not damage underground utilities. Do not use drop hammer near existing underground utilities.
B. Minimize amount of earth loaded during removal operations.
C. Where existing pavement is to remain, make straight saw cuts in existing pavement to provide clean breaks prior to removal. Do not break concrete pavement or base with drop hammer unless concrete or base has been saw cut to minimum depth of 2 inches.
D. When street and driveway saw cut location is greater than one-half of pavement lane width, remove pavement for full lane width or to nearest longitudinal joint as directed by Project Manager.
E. Remove sidewalks and curbs to nearest existing dummy, expansion, or construction joint.
F. Where existing end of pipe culvert or end of sewer is to remain, install 8-inch-thick masonry plug in pipe end prior to backfill in accordance with requirements of Section 02316 – Structural Excavating and Backfilling.
G. Labeling of Asbestos Cement (AC) Pipe:
   1. Label leak-tight container with warning statement of hazardous asbestos content in accordance with OSHA 29 CFR 1926.1101 and as noted below.
   2. Label waste material with following warning:

DANGER
CONTAINS ABESTOS FIBERS
MAY CAUSE CANCER
CAUSES DAMAGES TO LUNGS
DO NOT BREATHE DUST
AVOID CREATING DUST

3. Neatly print labels in letters of sufficient size and contrast so label is easily visible and legible

3.4 BACKFILL

A. Backfill of removal areas shall be in accordance with requirements of Section 02316 – Structural Excavating and Backfilling.

3.5 DISPOSAL

A. Inlet frames, grates, and plates; and manhole frames and covers, may remain City property. Disposal shall be in accordance with requirements of Section 02120 - Material Disposal.
B. Remove from site, debris resulting from work under this section in accordance with requirements of Section 02120 - Material Disposal.
C. For asbestos-containing materials:
   1. Comply with 40 CFR Part 61 and 30 TAC Sections 330.137(b) for Industrial Class 1 waste.
   2. Inspect load to ensure correct packaging and labeling.
   3. Line vehicles with two layers of 6-mil polyethylene sheeting.
   4. Remove asbestos-containing waste from site daily.

END OF SECTION

SECTION 02315
EXCAVATING AND BACKFILLING

PART 1 – GENERAL

1.1 SUMMARY

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

1.2 MEASUREMENT AND PAYMENT

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

J. Where paid for separately, backslope swales shall be measured as noted on the Unit Price Schedule.
K. Contractor shall perform all quantity calculations for approval by Engineer.
L. No payment will be made for over-excavation or over-filling beyond the design cross-sections, except as directed by the Engineer.
M. Support partial pay request quantities with pre-construction and intermediate cross-sections, Plan quantity calculations to-date or quantity calculations determined from field measurement techniques previously approved by the Engineer.
N. Support final pay request quantities by using pre-construction, intermediate and final cross-sections or final field measured quantity calculations, as approved by the Engineer.

1.3 REFERENCES

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

1.4 DEFINITIONS

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

1.5 SUBMITTALS

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

1.6 CONSTRUCTION TESTS AND INSPECTION

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

PART 2 – PRODUCTS

2.1 FILL MATERIAL

A. Refer to Section 02314 – Fill Material.

PART 3 – EXECUTION

3.1 SITE PREPARATION

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

3.2 TOPSOIL

A. Refer to Section 02911 – Topsoil.

3.3 CARE AND CONTROL OF WATER

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

3.4 CONSTRUCTION

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

3.5 FILL

A. Level soil surface prior to placing first layer of fill.
B. Compaction of foundation soil surface shall be considered satisfactory when the Contractor is capable of achieving specified compaction for the first layer of fill.
C. Protect foundation soils and/or fill soils from detrimental drying.
D. Scarify surfaces to receive fill to ensure proper bonding. When the surface can be penetrated by tamping roller feet, additional scarification is usually not necessary.

E. Cut into existing (undisturbed) material in a “benching” or “stair step” fashion. Each bench shall form a horizontal surface and corresponding nearly vertical surface. The height difference between adjacent horizontal surfaces shall be a minimum of 3 feet.
F. Mechanically compact backfill provided under Section 02314 – Fill Material in 8-inch maximum layers, loose measure, to not less than 95 percent of maximum standard dry density (ASTM D 698) within plus or minus 3 percent of optimum moisture content. Where approved for use by the Engineer, fat clay (CH) soil shall be mechanically compacted to not less than 95 percent or more than 98 percent of maximum standard dry density (ASTM D 698) at or within plus 3 percent of optimum moisture content.
G. Refer to Section 02316 – Structural Excavating and Backfilling for backfilling behind retaining structures, unless shown otherwise on the Plans.

3.6 BACKSLOPE DRAINAGE SYSTEMS

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

3.7 MAINTENANCE OF DRAINAGE

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

3.8 EROSION AND SEDIMENT CONTROL

A. Use means, methods, sequences and scheduling to minimize erosion and sedimentation and other damage to the project site and facilities, including the following:
   1. Limit work in this Section to no more than 1500 feet of channel at any time.
   2. Construct backslope drainage system, silt fences and vegetate each reach of the channel as soon as practical. Refer to Section 02361 – Silt Fences and Section 02921 – Turf Establishment.
   3. Failure to construct erosion control facilities in a timely manner, may result in a directive to do so. Engineer may stop construction on the project if, in the opinion of the Engineer, conditions warrant such action.
   4. Remove sediment and debris prior to final acceptance of the Work by the Engineer at no additional cost to the District. The removal of sediment includes reaches of channel downstream of the project where sedimentation occurred due to construction of this Project.
   5. Comply with terms and conditions of the Texas Pollutant Discharge

Elimination System (TPDES) permit, the Stormwater Pollution Prevention Plan (SWPPP) and Best Management Practices (BMPs) for this Project, if applicable.

3.9 MATERIAL DISPOSAL

A. Refer to Section 02120 – Material Disposal.

END OF SECTION

SECTION 02490
TRENCH SAFETY SYSTEM

PART 1 – GENERAL

1.1 SUMMARY

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

1.2 MEASUREMENT AND PAYMENT

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

1.3 REFERENCES

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

1.4 SUBMITTALS

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

PART 2 – PRODUCTS – Not used

PART 3 – EXECUTION – Not used

END OF SECTION

SECTION 02510
POLYPROPYLENE (HPP) CORRUGATED WALL PIPE

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for Polypropylene (HPP) pipe for gravity sewers and drains, including fittings and appurtenances.

1.2 MEASUREMENT AND PAYMENT

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

1.3 REFERENCES

A. AASHTO M330 Polypropylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter.
B. ASTM F 2881-Standard Specification for 12 to 60 in. [300 to 1500 mm] Polypropylene (HPP) Dual Wall Pipe a.11d Fittings for Non-Pressure Storm Sewer Applications.
C. ASTM F 2736- Standard Specification for 6 to 30 in. (152 to 762 mm) Polypropylene (HPP) Corrugated Single Wall Pipe and Double Wall Pipe.
D. ASTM F 2764 Standard Specification for 30 to 60 in. [750 to 1500 mm] Polypropylene (HPP) Triple Wall Pipe and Fittings for Non-Pressure Sanitary Sewer Applications.
E. ASTM D 2321 - Standard Recommended Practice for Underground Installation of Flexible Thermoplastic Pipe.
F. ASTM D 3212- Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
G. ASTM F 477- Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

1.4 SUBMITTALS

A. Refer to Section 01330 - Submittal Procedures.
B. Provide manufacturer's product specification and certification that pipe was manufactured in compliance with standards referenced in this Section.

PART 2 PRODUCTS

A. Install pipe in accordance with the manufacturers recommended

installation procedure and ASTM D 2321

2.1 GENERAL

A. Furnish corrugated-wall gravity sanitary sewer pipe with bell-and-spigot end construction conforming to ASTM D 3212. Joining will be accomplished with dual elastomeric gaskets in accordance with manufacturer's recommendations. Use integral bell-and-spigot gasketed joint designed so that when assembled, elastomeric gasket, contained in machined groove on pipe spigot, is compressed radially in pipe bell to form a positive seal. Design joint to avoid displacement of gasket when installed in accordance with manufacturer's recommendations.

B. Furnish corrugated-wall polypropylene (CPP) pipe for gravity storm sewer and storm sewer culvert pipe. Joints shall be installed such that connection of pipe sections will form continuous line free from irregularities in flow line. Suitable joints are:
   1. Integral Bell and Spigot with dual elastomeric gaskets. Bell shall overlap minimum of two corrugations of spigot end when fully engaged.

C. Jointing:
   1. Gaskets:
      a. Meet requirements of ASTM F 477. Use gasket molded into circular form or extruded to proper section and then spliced into circular form. When no contaminant is identified, use gaskets of properly cured, high-grade elastomeric compound. Basic polymer shall be natural rubber, synthetic elastomer, or blend of both.
      b. **PP** Pipes are Not allowed to be installed in potentially contaminated areas, unless approved by the Engineer.

CONTAMINANT	GASKET MATERIAL REQUIRED
Petroleum (diesel, gasoline)	Nitrile Rubber
Other Contaminants	As recommended by pipe manufacturer

   2. Lubricant. Use lubricant for assembly of gasketed joints which has no detrimental effect on gasket or on pipe, in accordance with manufacturer's recommendations.
   3. Diameters 12- through 60-inch shall have a reinforced bell with a polymer composite band installed by the manufacturer.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install pipe in accordance with the manufacturer’s recommended

installation procedures and Section 02631 – Storm Sewers and Outfalls.

B. Install pipe in accordance with the manufacturers recommended installation procedure and ASTM D 2321
C. PP pipe is not approved in applications requiring augering of pipe.
D. Bedding and backfill: Conform to requirements of Section 02317 - Excavation and Backfill for Utilities.
E. Use only workmen trained in the installation of PP Pipe.
F. Cutting pipe: Comply with pipe manufacturer's recommendations. After cutting, leave end pipe in accordance with manufacturer's recommendations.

END OF SECTION

SECTION 02611
REINFORCED CONCRETE PIPE

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for reinforced concrete pipe.

1.2 MEASUREMENT AND PAYMENT

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

1.3 REFERENCES

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

1.4 SUBMITTALS

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

PART 2 – PRODUCTS

2.1 REINFORCED CONCRETE PIPE

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

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

PART 3 – EXECUTION

3.1 EXCAVATION AND INSTALLATION

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

END OF SECTION

SECTION 02632
CAST-IN-PLACE MANHOLES, INLETS, HEADWALLS AND WINGWALLS

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for cast-in-place inlets for storm sewers or outfalls, including all appurtenances, and cast-in-place headwalls and wingwalls.

1.2 MEASUREMENT AND PAYMENT

A. Measurement and payment is as noted on the Unit Price Schedule.
B. Refer to Section 01270 – Measurement and Payment for unit price procedures.
C. Handrails are incidental to the structure and shall not be measured separately.

1.3 REFERENCE

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

and Exterior of Steel Water Pipelines.

1.4 SUBMITTALS

A. Refer to Section 01330 – Submittal Procedures.
B. Submit proposed design mix and test data for each type and strength of concrete.
C. Submit Shop Drawing for approval of design and construction details for cast-in-place units which differ from units shown on the Plans.
D. Submit manufacturer's data and details of following items for approval:
    1. Frames, grates, rings, and covers.
    2. Materials to be used in fabricating drop connections.
    3. Materials to be used for pipe connections at manhole walls.
    4. Materials to be used for stubs and stub plugs.
    5. Plugs to be used for sanitary sewer hydrostatic testing.
    6. Installation instructions for forms

PART 2 – PRODUCTS

2.1 CONCRETE

A. Cast-in-Place Concrete or Concrete Brick: structural concrete conforming to requirements of Section 03310 – Concrete, unless otherwise indicated on the Plans or approved by the Engineer.
B. Provide Class A concrete with minimum compressive strength of 4000 psi unless otherwise indicated on Drawings.

2.2 REINFORCING STEEL

A. Refer to Section 03310 – Concrete.

2.3 MORTAR

A. Provide mortar conforming to requirements of ASTM C 270, TYPE S using Portland Cement or as shown on the Plans.

2.4 MISCELLANEOUS METALS

A. Provide cast iron frames, grates, rings, covers and handrails conforming to the Plans.

PART 3 – EXECUTION

3.1 MANHOLES

A. Construct manholes to dimensions shown on Drawings. Commence construction as soon as possible after pipes are laid. On monolithic sewers, construct manholes at same time sewer is being constructed.
B. Unstable Subgrade Treatment: When unstable subgrade is encountered, notify the Engineer for examination of subgrade to determine if subgrade has heaved upwards after being excavated. When heaving has not occurred, over-excavate subgrade to allow for 24- inch-thick layer of crushed stone wrapped in filter fabric as foundation material under manhole base. When there is evidence of heaving, provide pile-supported concrete foundation, as detailed on Drawings, under manhole base.
C. Cast manhole foundations and walls monolithically. Use cold joint with approved water stop when manhole flow line depth exceeds 12 feet. No other joints will be allowed unless shown on Drawings. Wrap cold joints with external sealing material, minimum 6-inch with.
D. For concrete containing micro silica admixtures, place, finish, and cure concrete for manholes following procedures in Section 03315 - Concrete for Utility Construction
E. Top of manhole elevations shown on Drawings are approximate, based on current pavement and natural ground conditions as determined from elevations measured on 50-foot spacing. No additional payment will be made if final elevation of manhole ring and cover is higher or lower due to requirements of finished grade or replaced pavement surface.
F. For water lines place concrete for manhole base on 12” thick (minimum) foundation of cement stabilized sand. Compact cement stabilized sand in accordance with requirements of 02321 – Cement Stabilized Sand.
G. For manholes located over large diameter water lines, place base on a foundation of cement stabilized sand extending from bottom of manhole to bottom of trench. Manhole base is to be a minimum of 12-inches above water line.

3.2 EXCAVATION AND INSTALLATION

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

END OF SECTION

SECTION 02951
PAVEMENT REPAIR AND RESTORATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Repairing and replacing streets, highways, and other pavements that have been cut, broken, or damaged due to utility excavation.

1.2 MEASUREMENT AND PAYMENT

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

PART 2 - PRODUCTS

2.1 MATERIALS

A. Subgrade:
   1. Provide backfill material as required by applicable excavation and fill sections (Sections 02315 through 02319) and Section 02330 - Embankment.
   2. Provide material for stabilization as required by applicable portions of Section 02336 - Lime Stabilized Subgrade, and Section 02338 - Portland Cement Stabilized Subgrade.
B. Base: Provide base material as required by applicable portions of Section 02711 - Hot Mix Asphaltic Base Course, Section 02712 - Cement Stabilized Base Course, and Section 02713 - Crushed Concrete Base Course.
C. Pavement: Provide paving materials as required by applicable portions of Section 02741 - Asphaltic Concrete Pavement, and Section 02771 - Curb, Curb and Gutter, and Headers, and Section 02775 - Concrete Sidewalks.

PART 3 - EXECUTION

3.1 PREPARATION

A. Notify the Engineer prior to commencement of excavation in pavement for which an Excavation in Public Way permits has been obtained. Follow

directions contained in the permit.

B. Saw cut pavement 18 inches wider than width of trench needed to install utilities unless otherwise indicated on Drawings.
C. When removing pavement to existing deformed metal strip (i.e. dummy joint), saw cut pavement minimum 2 inches deep on opposite side of deformed metal strip. Place saw joint far enough behind deformed metal strip to obtain continuously straight joint. Remove damaged portion of deformed metal strip as required to provide proper joint. Saw cut and remove metal strip before placement of new concrete pavement.
D. Protect edges of existing pavement to remain from damage during removals, utility placement, backfill, and paving operations. For concrete pavement, protect undisturbed subgrade that is to remain to support replacement slab.
E. Dowel in existing pavement where no reinforcement is found or is broken due to construction activities. Unless otherwise directed by the Engineer, provide No. 6 bars 24 inches long, drilled and embedded 8 inches into center of existing slab with 'PO-ROC' epoxy grout or approved equal. Space dowels to match new pavement reinforcement spacing.
F. Provide transitional paving and earthwork as required to tie proposed pavement to existing pavement when unable to dowel new pavement into existing pavement.

3.2 INSTALLATION

A. Parking Areas, Service Drives, Driveways, and Sidewalks: Replace with material equal to or better than existing or as indicated on Drawings. Conform to applicable requirements for Materials.
B. Street Pavements and Curbs, Curbs and Gutters: Replace subgrade, base, and surface course with like materials or as indicated on Drawings and HCDD No. 1 Standard Detail. Curbs and curbs and gutters shall match existing. Conform to requirements for Materials.
    1. For concrete pavement, install size and length of reinforcing steel and pavement thickness indicated on Drawings and HCDD No. 1 Standard Detail. Place types and spacing of joints to match existing or as indicated on Drawings.
    2. Where existing pavement consists of concrete pavement with asphaltic surfacing, resurface with minimum 2-inch depth asphaltic pavement.
    3. Repair state highway and county crossings in accordance with TxDOT permit or county requirements as appropriate and within 1 week after utility work is installed.

3.3 WASTE MATERIAL DISPOSAL

A. Dispose of waste material in accordance with requirements of Section 02120 - Waste Material Disposal.

3.4 PROTECTION

A. Maintain pavement in good condition until completion of Work.
B. Replace pavement damaged by Contractor's operations at no cost to the District.

END OF SECTION

SECTION 03310
STRUCTURAL CONCRETE

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes requirements for cast-in-place concrete.

1.2 MEASUREMENT AND PAYMENT

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

1.3 REFERENCE

A. ACI 117 – Tolerances for Concrete Construction and Materials.
B. ACI 211.1 – Selecting Proportions for Normal, Heavyweight and Mass Concrete.
C. ACI 214.3R – Simplified Version of the Recommended Practice for Evaluation of Strength Test Results of Concrete.
D. ACI 302.1R – Concrete Floor and Slab Construction.
E. ACI 304R – Measuring, Mixing, Transporting, and Placing Concrete.
F. ACI 305R – Hot Weather Concreting.
G. ACI 308 – Curing Concrete.
H. ACI 309R – Consolidation of Concrete.
I. ACI 315 – Detailing Reinforced Concrete Structures.
J. ACI 318 – Building Code Requirements for Reinforced Concrete.
K. ASTM A 82 – Steel Wire, Plain, for Concrete Reinforcement.
L. ASTM A 185 – Steel Welded Wire Reinforcement, Plain, for Concrete.
M. ASTM A 615 – Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
N. ASTM A 767 – Zinc-coated (Galvanized) Bars for Concrete Reinforcement.
O. ASTM A 775 – Epoxy-Coated Steel Reinforcing Bars.
P. ASTM A 884 – Epoxy-Coated Steel Wire and Welded Wire Reinforcement.
Q. ASTM C 33 – Concrete Aggregates.
R. ASTM C 94 – Ready-Mixed Concrete.
S. ASTM C 138 – Unit Weight, Yield, and Air Content (Gravimetric) of Concrete.
T. ASTM C 143 – Slump of Hydraulic-Cement Concrete.

U. ASTM C 150 – Portland Cement.
V. ASTM C 172 – Sampling Freshly Mixed Concrete.
W. ASTM C 173 – Air Content of Freshly Mixed Concrete by Volumetric Method.
X. ASTM C 231 – Air Content of Freshly Mixed Concrete by Pressure Method.
Y. ASTM C 260 – Air-Entraining Admixtures for Concrete.
Z. ASTM C 309 – Liquid Membrane-Forming Compounds for Curing Concrete.
AA. ASTM C 494 – Chemical Admixtures for Concrete.
BB. ASTM C 595 – Blended Hydraulic Cements.
CC. ASTM C 685 – Concrete Made by Volumetric Batching and Continuous Mixing.
DD. ASTM C 1077 – Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
EE. CPMB-100 – Concrete Plant Standards, Part 2 – Plant Control Systems.
FF. CRSI – Placing Reinforcing Bars.
GG. CRSI MSP-1 – Manual of Standard Practice.

1.4 SUBMITTALS

A. Refer to Section 01330 – Submittal Procedures.
B. Submit proposed mix design and strength test data for each type and strength of concrete used.
C. Submit laboratory reports prepared by an independent testing laboratory verifying that materials used comply with the requirements of this Section.
D. Provide manufacturer's mill certificates for reinforcing steel for inspection in the field. Steel not accompanied by manufacturer's mill certificates will not be approved. Provide specimens for testing when required by the Engineer.
E. Provide batch tickets showing mix design number and the information required by ASTM C 94 for ready-mixed concrete delivered to the site. Provide batch tickets showing the information required by ASTM C 685 for concrete produced by continuous mixing.
F. Submit certification from concrete supplier that materials and equipment used to produce and deliver concrete comply with this Section.
G. Submit Shop Drawings in accordance with ACI 315 and ACI 318, when required, showing reinforcement type, quantity, size, length, location, spacing, bending, splicing, support, fabrication details and other pertinent information.
H. For waterstops, submit product information, including manufacturer's description literature, installation instructions and specifications.
I. Submit curing procedures including materials and equipment to be used.

1.5 HANDLING AND STORAGE

A. Reinforcing Steel: Store reinforcing steel to protect it from damage and

formation of excessive rust. Protect epoxy-coated steel from damage to the coating.

PART 2 – PRODUCTS

2.1 CONCRETE MATERIALS

A. Cementitious Material:
   1. Portland Cement: ASTM C 150, TypeI/II or II, unless the use of Type III is authorized by the Engineer; or ASTM C 595, Type IP. For concrete in contact with sewage, use Type II cement.
   2. When aggregates are potentially reactive with alkalis in cement, use cement not exceeding 0.6 percent alkali content in the form of Na_2O + 0.658 K_2O.

B. Water: Clean, free from harmful amounts of oils, acids, alkalis or other deleterious substances and meeting requirements of ASTM C 94.

C. Aggregate:
   1. Coarse Aggregate: ASTM C 33. Unless otherwise indicated, use the following ASTM standard sizes: No. 357 or No. 467; No. 57 or No. 67, No. 7. Maximum size: Not larger than 1/5 of the minimum dimension between sides of forms, nor larger than 3/4 of minimum clear spacing between reinforcing bars.
   2. Fine Aggregate: ASTM C 33.
   3. Determine the potential reactivity of fine and coarse aggregate in accordance with the Appendix to ASTM C 33.

D. Air Entraining Admixtures: ASTM C 260.

E. Chemical Admixtures:
   1. Water Reducers: ASTM C 494, Type A.
   2. Water Reducer and Retarder: ASTM C 494, Type D.
   3. High Range Water Reducer (Superplasticizer): ASTM C 494, Types F and G.

F. Prohibited Admixtures: Admixtures containing calcium chloride, thiocyanate, or materials that contribute free chlorine ions in excess of 0.1 percent by weight of cement.

G. Reinforcing Steel:
   1. Use new billet steel bars conforming to ASTM A 615, ASTM A 767, or ASTM A 775, grade 40 unless otherwise shown on Plans. Use deformed bars except where smooth bars are specified. When placed in work, keep steel free of dirt, scale, loose or flaky rust, paint, oil or other harmful materials.
   2. Where shown, use welded wire fabric with wire conforming to ASTM A 185 or ASTM A 884. Supply the gauge and spacing shown, with longitudinal and transverse wires electrically welded together at points of intersection with welds strong enough not to be broken during handling or placing.
   3. Wire: ASTM A 82. Use 16-1/2 gauge minimum for tie wire unless otherwise shown on the Plans.

H. Curing Compounds: Liquid membrane-forming compounds conforming to ASTM C 309, with white or other heat reflecting pigment.

2.2 FORMWORK MATERIALS

A. Lumber and Plywood: Seasoned and of good quality, free from loose or unsound knots, knot holes, twists, shakes, decay and other imperfections which would affect strength or impair the finished surface of concrete. Use S4S lumber for facing and sheathing.
B. Formwork: For exposed concrete indicated to receive rubbed finish, provide form or form-lining surfaces free of irregularities.
C. Form Ties: Metal or fiberglass of approved type with tie holes not larger than 7/8 inch in diameter.
D. Metal Forms: Clean and in good condition, free from dents and rust, grease or other foreign material that tend to mar or discolor concrete, in a gauge and condition capable of supporting concrete and construction loads without significant distortion. Countersink bolt and rivet heads on facing sides. Use only metal forms which present a smooth surface and which line up properly.

2.3 PRODUCTION METHODS

A. Use either ready-mixed concrete conforming to requirements of ASTM C 94 or concrete produced by volumetric batching and continuous mixing in accordance with ASTM C 685.

2.4 MEASUREMENT OF MATERIALS

A. Measure dry materials by weight, except volumetric proportioning may be used when concrete is batched and mixed in accordance with ASTM C 685.
B. Measure water and liquid admixtures by volume.

2.5 DESIGN MIX

A. Use design mixes prepared by a certified testing laboratory in accordance with ASTM C 1077 and conforming to requirements of this Section.
B. Proportion concrete materials based on ACI 211.1 to comply with durability and strength requirements of ACI 318, Chapters 4 and 5, and this Section.
C. Proportioning on the basis of field experience or trial mixtures in accordance with the requirements of Section 5.3 of ACI 318 may be used, if approved by the Engineer.
D. Classification:

Type	Minimum 28-Day Compressive Strength (Lbs./sq.in.)	Maximum W/C Ratio	Air Content (Percent)	Consistency Range in Slump (Inches)	Cementitious Content (Lbs./cy)
Structural	3000	0.55	3-5	2 to 4	470
Non-Structural	1500	n/a	3-5	5 to 7	329

E. Determine air content in accordance with ASTM C 138, ASTM C 173 or ASTM C 231.
F. Use of Concrete Types: Use types of concrete as indicated on the Plans Unless indicated otherwise on the Plans or Specifications, use non-structural, unreinforced concrete for pipe plugs, seal slabs, thrust blocks, trench dams and concrete fill; use structural, reinforced concrete for all other applications.

PART 3 – EXECUTION

3.1 FORMS AND SHORING

A. Install forms in accordance with ACI 304R.
B. Provide mortar-tight forms sufficient in strength to prevent bulging between supports. Set and maintain forms to lines designated such that finished dimensions of structures are within the tolerances specified in ACI 117. Construct forms to permit removal without damage to concrete. Provide adequate cleanout openings. Before placing concrete, remove extraneous matter from within forms.
C. Unless otherwise indicated, form outside corners and edges with triangular 3/4-inch chamfer strips (measured on sides).
D. Remove metal form ties to depth of at least 3/4 inch from surface of concrete. Do not use pipe spreaders. Remove spreaders which are separate from forms as concrete is being placed.
E. Immediately before the concrete is placed, wet surface of forms which will come in contact with concrete.

3.2 PLACING REINFORCEMENT

A. Place reinforcing steel as shown on the Plans. Secure steel in position in forms to prevent misalignment. Welding of reinforcing steel is not permitted unless noted on the Plans. Maintain reinforcing steel in place using approved concrete, hot-dip galvanized metal or plastic chairs and spacers. Place reinforcing steel in accordance with CRSI Publication “Placing Reinforcing Bars.” Request inspection of reinforcing steel by the Engineer before concrete is placed.
B. Minimum spacing center-to-center of parallel bars: 2-1/2 times nominal bar diameter. Minimum cover measured from surface of concrete to face of reinforcing bar unless shown otherwise on the Plans: 2 inches.

C. Detail bars in accordance with ACI 315. Provide reinforcing steel fabricated in accordance with CRSI Publication MSP-1, “Manual of Standard Practice.” Bend reinforcing steel to required shape while steel is cold. Do not overbend steel.
D. Provide splice and development length of bars as shown on Plans. Stagger splices or locate at points of low tensile stress.

3.3 EMBEDDED ITEMS

A. Install conduit and piping as shown on the Plans. Locate and fasten conduit, piping and other embedded items in forms.

3.4 BATCHING, MIXING AND DELIVERY OF CONCRETE

A. Measure, batch, mix and deliver ready-mixed concrete in accordance with ASTM C 94 and ACI 304R. Produce ready-mixed concrete using an automatic batching system as described in CPMB-100 Concrete Plant Standards, Part 2 – Plant Control Systems.
B. Measure, mix and deliver concrete produced by volumetric batching and continuous mixing in accordance with ASTM C 685.
C. Maintain concrete workability without segregation of material and excessive bleeding. Obtain approval of the Engineer before adjustment and change of mix proportions.
D. Do not exceed the maximum water-cement ratio of the approved mix design. If all water allowed by the water-cement ratio has not been added at the start of mixing, the remaining water may be added no later than the time of delivery. Addition of water should be in accordance with ASTM C 94.
E. Do not mix concrete when the air temperature is at or below 40 degrees F and falling. Concrete may be mixed when temperature is 35 degrees F and rising. Take temperature readings in the shade, away from artificial heat. Protect concrete from temperatures below 32 degrees F until the concrete has cured for a minimum of 3 days at 70 degrees F or 5 days at 50 degrees F.
F. Conform to ACI 305R for batching concrete when air temperature is above 90 degrees F.
G. Clean, maintain and operate equipment so that it thoroughly mixes material.
H. Mixing methods other than as described above shall be used only when approved by the Engineer.

3.5 PLACING CONCRETE

A. Place and consolidate in accordance with ACI 304R and ACI 309R.
B. Give at least 24 hours advance notice to the Engineer to permit inspection of forms, reinforcing steel, embedded items and other preparations for placing concrete. Place no concrete prior to the Engineer’s inspection.

C. Schedule concrete placing to permit completion of finishing operations in daylight hours. However, if necessary to continue after daylight hours, light the site as required. If rainfall occurs after placing operations are started, provide covering to protect the work.
D. Use troughs, pipes and chutes lined with approved metal or synthetic material. Place concrete without allowing segregation. Keep chutes, troughs and pipes clean and free from coatings of hardened concrete. Do not allow aluminum material to be in contact with concrete.
E. Limit free fall of concrete to prevent segregation. Do not deposit large quantities of concrete at one location so that running or working concrete along forms is required. Do not jar forms after concrete has taken on initial set; do not place any strain on projecting reinforcement or anchor bolts.
F. Use tremies for placing concrete in walls and similar narrow or restricted locations. Use tremies made in sections, provide in several lengths, so that outlet may be adjusted to proper height during placement operations.
G. When the weather is hot enough to cause the concrete temperature to exceed 90 degrees F, employ means, such as pre-cooling aggregates and mixing water, using ice or placing at night, to maintain concrete temperature below 90 degrees F.
H. Consolidate each layer of concrete with concrete spading implements and mechanical vibrators of type and adequate number for the size of placement. Apply vibrators to concrete immediately after depositing. Do not use vibrators to aid lateral flow of concrete. Do not over-consolidate concrete.
I. Handling and Placing Concrete: Conform to ACI 302.1R, ACI 304R and ACI 309R.

3.6 CURING AND REMOVAL OF FORMS AND SHORING

A. Comply with ACI 308. Cure by preventing loss of moisture and rapid temperature change for a period of 7 days when Type I/II, II or IP cement has been used and for 3 curing days when Type III cement has been used.
B. Start curing as soon as free water has disappeared from the concrete surface after placing and finishing.
C. A curing day is any calendar day in which the temperature is above 50 degrees F for at least 19 hours. Colder days may be counted if air temperature adjacent to concrete is maintained above 50 degrees F. In continued cold weather, when artificial heat is not provided, removal of forms and shoring may be permitted at the end of calendar days equal to twice the required number of curing days.
D. Formed surfaces not requiring rubbed-finished surface:
    1. Cure by leaving forms in place for the full cure period or forms may be removed after 2 days and curing compound applied. Keep wood forms wet during the curing period. Add water as needed for other types of forms.

2. Soffit Forms: Leave soffit forms and shores in place until concrete has reached the specified design strength unless otherwise directed by the Engineer.

E. Rubbed Finish:
   1. At formed surfaces requiring rubbed finish, remove forms as soon as practicable without damaging the surface. Remove forms from surfaces requiring rubbing only as rapidly as rubbing operation progresses. Remove forms from vertical surfaces not requiring rubbed finish when concrete has aged for the required number of curing days.
   2. After rubbed-finish operations are complete, continue curing formed surfaces by using either approved curing/sealing compounds or moist cotton mats until normal curing period is complete.

F. Unformed Surfaces: Cure with approved membrane curing compound method in accordance with ASTM C 309.
   1. After concrete has received a final finish and surplus water sheen has disappeared, immediately seal surface with a uniform coating of approved curing compound, applied at the rate of coverage recommended by manufacturer or as directed by the Engineer. Provide uniform coverage at a minimum rate of 1 gallon per 180 square feet of area.
   2. Thoroughly agitate the compound during use and apply by means of approved mechanical power pressure sprayers equipped with atomizing nozzles. For application on small miscellaneous items, hand- powered spray equipment may be used. Prevent loss of compound between nozzle and concrete surface during spraying operations.
   3. Do not apply compound to a dry surface. If concrete surface has become dry, thoroughly moisten surface immediately prior to application. At locations where coating shows discontinuities, pinholes or other defects, or if rain falls on a newly coated surface before film has dried sufficiently to resist damage, apply an additional coat of compound at the specified rate of coverage.

3.7 FINISHING

A. Patch honeycomb, minor defects and form tie holes in concrete surfaces with cement mortar mixed 1 part cement to 2 parts fine aggregate. Repair defects by removing unsatisfactory material and replacing with new concrete, keyed and bonded to existing concrete. Finish to provide a uniform surface between patches and existing concrete.

B. Apply a broomed finish to all exposed surfaces of interceptor structure inlets and channel lining. Apply broomed finish in a single, continuous stroke perpendicular to flow to produce a uniform surface.

C. Apply a rubbed finish to all exposed surfaces unless directed otherwise on the Plans or by the Engineer. After pointing has set sufficiently, wet the surface and perform first surface rubbing with No. 16 carborundum

stone or approved equal. Do not add cement to form surface paste. Rub sufficiently to bring surface to paste; to remove form marks and projections; and to produce a smooth, dense surface. Spread or brush material, which has been ground to paste, uniformly over surface and allow to reset. In preparation for final acceptance, clean surfaces and perform final finish rubbing with No. 30 carborundum stone or approved equal. After rubbing, allow paste on the surface to re-set; then wash surface with clean water. Leave structure with a clean, neat and uniform finish.

3.8 DEFECTIVE WORK

A. Remove and repair defective work at no cost to the District.
B. If concrete surface is bulged, uneven, or shows honeycombing or form marks which cannot be repaired satisfactorily through patching, remove and replace the defective work as directed by the Engineer.
C. Replace or repair pitted or washed concrete as directed by the Engineer.

3.9 TESTING AND INSPECTION

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

3.10 PROTECTION

A. Refer to Section 02316 – Structural Excavating and Backfilling.
B. Provide for protection of freshly placed concrete against damage from precipitation by having sufficient material on-site to protect finished surface.

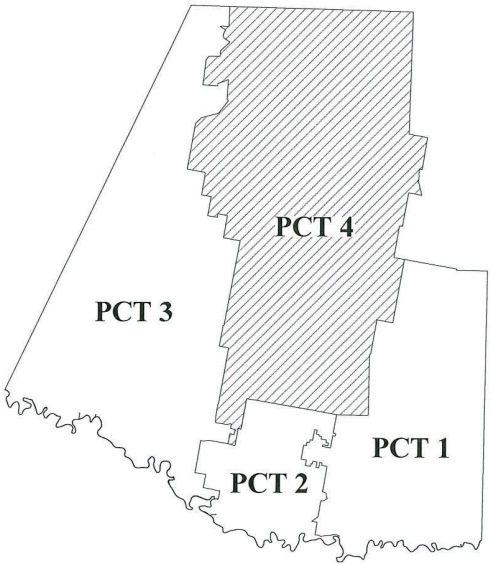
3.11 MATERIAL DISPOSAL

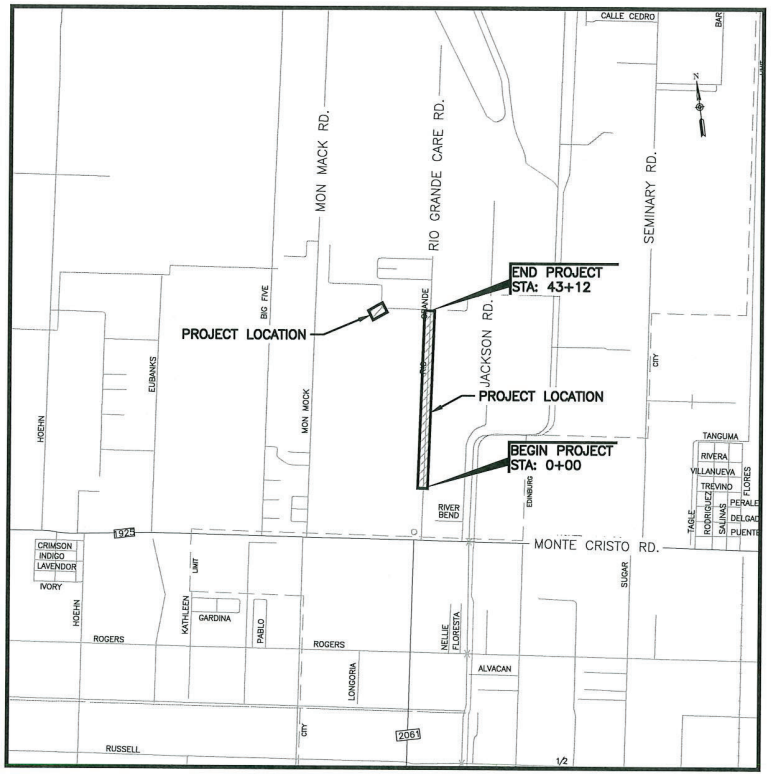
A. Refer to Section 02120 – Material Disposal.

END OF SECTION

Appendix T

PLANS/DRAWINGS





LOCATION MAP - SCALE: 1"=3000'

JUDGE RICHARD F. CORTEZ
CHAIRMAN OF THE BOARD

COMMISSIONER DAVID L. FUENTES
BOARD MEMBER

COMMISSIONER EDUARDO "EDDIE" CANTU
BOARD MEMBER

COMMISSIONER EVERARDO "EVER" VILLARREAL
BOARD MEMBER

COMMISSIONER ELLIE TORRES
BOARD MEMBER

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

HIDALGO COUNTY PRECINCT 4
RIO GRANDE CARE ROAD STORMWATER PROJECT
ARPA-22-124-064

REVISIONS

DATE:	COMMENTS:

STATE OF TEXAS
OMAR ANZALDUA JR.
97249
LICENSED
PROFESSIONAL ENGINEER
4-26-22

This seal appearing on this document was authorized by Omar Anzaldua Jr. P.E. No. 97249 on the above designated date.

OMAR ANZALDUA JR-P.E. No. 97249

RFB 22-0272-05-31-MGN

Drawing: S:\HCDD1 - PROJECTS\E-21-045 Rio Grande Rd Drainage Improvements - J-09 to Monte Cristo\Design\CAD\dwg\P&P Sheets\01-Cover Sheet.dwg) Plotted by: hugo.rodriguez
Layout Tab: Cover Sheet Date: 04/26/2022 Time: 10:34:53 AM

INDEX

NO.	DESCRIPTION
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G01-02	INDEX OF SHEETS
G01-03	SYMBOLS, LEGENDS, & ABBREVIATIONS
G01-04	GENERAL NOTES
G01-05	GENERAL NOTES
PLAN AND PROFILE SHEET	
C01-01	PLAN AND PROFILE – EAST RSD (STA. 0+00 TO STA. 6+00)
C01-02	PLAN AND PROFILE – EAST RSD (STA. 6+00 TO STA. 12+00)
C01-03	PLAN AND PROFILE – EAST RSD (STA. 12+00 TO STA. 18+00)
C01-04	PLAN AND PROFILE – EAST RSD (STA. 18+00 TO STA. 24+00)
C01-05	PLAN AND PROFILE – EAST RSD (STA. 24+00 TO STA. 30+00)
C01-06	PLAN AND PROFILE – EAST RSD (STA. 30+00 TO STA. 36+00)
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C01-17	PLAN AND PROFILE – 24" RCP w/ IN-LINE CHECK VALVE
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C03-01	DRIVEWAY DETAILS
C03-02	TYPICAL DETAILS

Hidalgo County Procurement Packet
218 of 240

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

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

RIO GRANDE CARE ROAD
STORMWATER PROJECT

SHEET LISTING INDEX

STATE OF TEXAS
OMAR ANZALDUA JR.
97249
LICENSED
PROFESSIONAL ENGINEER

This seal appearing on this document was authorized by Omar Anzaldua Jr. P.E. No. 97249 on the above designated date.

OMAR ANZALDUA JR., P.E. NO. 97249

DATE: 2/22/2022

PROJECT NO.	E-20045
SCALE:	N/A
DRAWN BY:	H.M.G.N.
CHECKED BY:	R.S./M.G.N.
TOPO BY:	S.S./M.G.N.
SHEET:	G01-02

Drawings: S:\HCDD1 – PROJECTS\X-21-045 Rio Grande Rd Drainage Improvements – I-169 To Monte Cristo\Design\CAD\dwg\P&P Sheets\G2-Index of Sheets.dwg)
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ABBREVIATIONS

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

SYMBOLS

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

LEGEND

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

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

UTILITY COMPANY:	CONTACT PERSON:	PHONE:
DIG-TESS		800-DIG-TESS
A.E.P.	Carmen Morales	956-283-2369
MAGIC VALLEY	Bryan Acosta	956-289-4040
TIME WARNER COMMUNICATION	Rick Pupek	956-412-5458
ATT SWBT	Lucy Salinas	956-630-8261
HIDALGO COUNTY DRAINAGE DISTRICT #1	Omar Anzaldua Jr.	956-292-7080
NORTH ALAMO WATER SUPPLY CORPORATION	Lucy Leal	956-383-1619
HIDALGO COUNTY IRRIGATION DISTRICT #2	Bert Wessling	956-787-1422
TEXAS GAS SERVICE	Mike Martinez	956-444-3926
SPECTA ENERGY (TEXAS EASTERN CORP.)	Freddy Pattalan	956-607-6255
TXDOT		956-702-6101
CITY OF _____	_____	_____

QUANTITY ABBREVIATIONS

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
902 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL:(956) 292-7080
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Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator

RIO GRANDE CARE ROAD
STORMWATER PROJECT

SYMBOLS, LEGENDS & ABBREVIATIONS

STATE OF TEXAS
OMAR ANZALDUA
97249
LICENSED
CIVIL ENGINEER

This seal appearing on this document was authorized by Omar Anzaldua Jr. P.E. No. 97249 on the date of designated date.

OMAR ANZALDUA JR., P.E. 97249

PROJECT NO. E-21-045
SCALE: N/A
DRAWN BY: MG
CHECKED BY: R.S./MG
TOPO BY: S.S./MG
SHEET: G01-03

RGV 22027 05 31 MG

Drawing: S:\VC\2021 - PROJECTS\E-21-045 Rio Grande Rd Drainage Improvements - J-29 to Monte Cristo\Design\CAD\dwg\V&P Sheets\03-Symbols_Legends & Abbreviations.dwg)
Layout Tab: General_Notes Date: 04/20/2022 Time: 08:52:33 AM

GENERAL NOTES:

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

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
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RIO GRANDE CARE ROAD
STORMWATER PROJECT
GENERAL NOTES

STATE OF TEXAS
OMAR ANZALDUA
97249
LICENSED
PROFESSIONAL ENGINEER
04/29/2022

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PROJECT NO.	E-20045
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CHECKED BY:	R.S./O.A.
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SHEET:	G01-04

Drawing: S:\HCDD1 - PROJECTS\E-21-045 Rio Grande Rd Drainage Improvements - I-69 to Monte Cristo\Design\CAD\dwg\PBP Sheets\04-05-General Notes.dwg)
Layout Tab: GENERAL NOTES Date: 04/29/2022 Time: 08:54:31 AM

GENERAL NOTES (CONT):

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

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

31. THE CONTRACTOR SHALL CONNECT PROP. IRRIGATION LINE WITH EXISTING IRRIGATION PIPE IN ACCORDANCE WITH H.C.I.D. No 2 SPECIFICATIONS. SUPPORT COLLARS MAY BE USED. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR ANY DAMAGE TO THE EXIST. LINE CAUSED BY THIS WORK. ELBOWS AND MISC. FITTINGS SHALL ALSO BE USE TO ACHIEVE A 1.0 FT SEPARATION BETWEEN TOP OF PROP. DRAIN LINE AND BOTTOM OF THE IRRIGATION LINE.

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

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

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

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

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

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

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

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

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

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Floodplain Administrator

RIO GRANDE CARE ROAD
STORMWATER PROJECT

GENERAL NOTES

STATE OF TEXAS
OMAR ANZALDUA JR.
97249
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PROFESSIONAL ENGINEER

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PROJECT NO.	E-R-1045
SCALE:	H: 1"=40' V: 1"=4'
DRAWN BY:	R.S./O.G.
CHECKED BY:	R.S./O.G.
TOPO BY:	S.S./N.
SHEET:	G01-05

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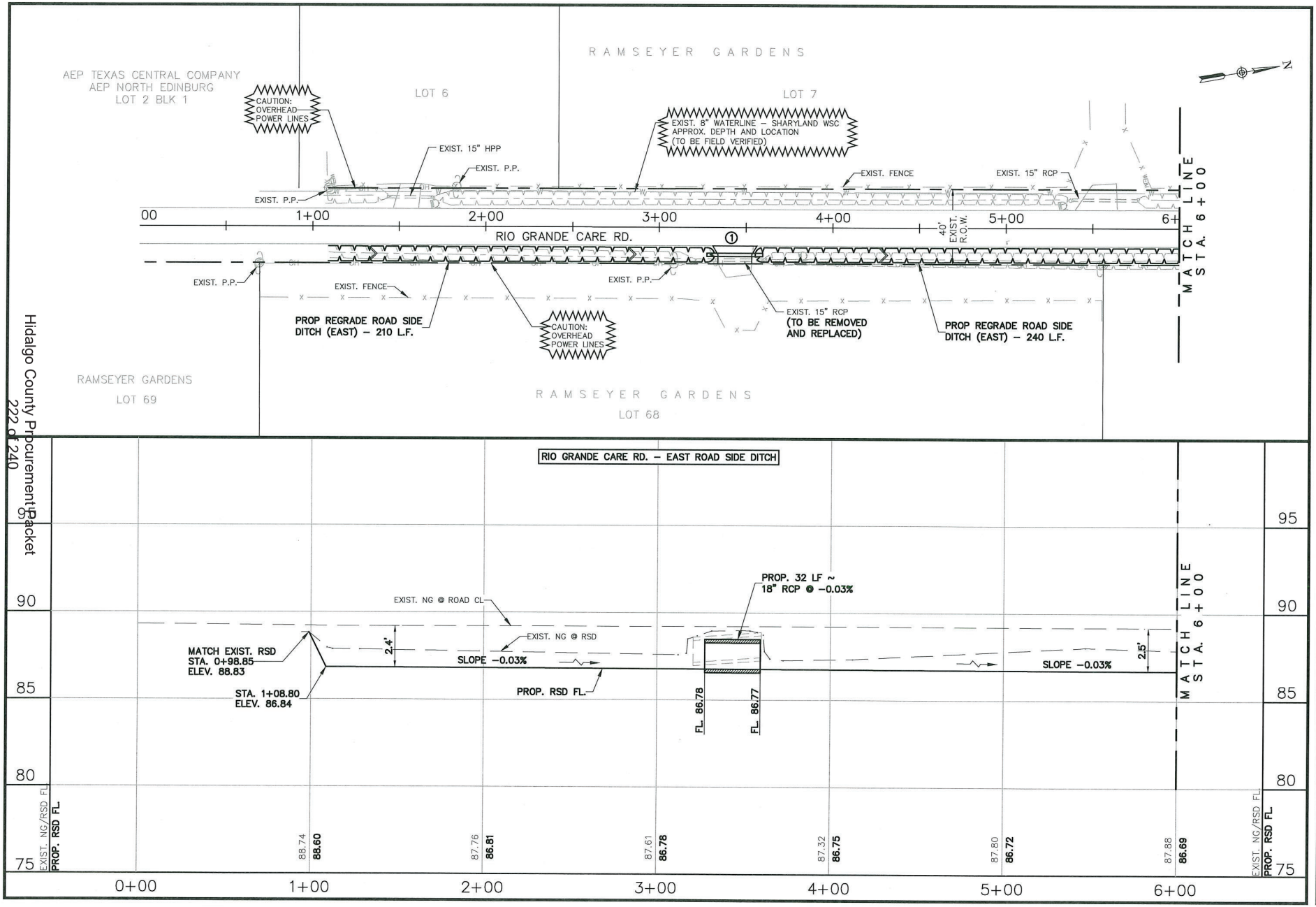

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PLAN AND PROFILE (EAST RSD)
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DRAWN BY: L.R.
CHECKED BY: R.S./O.A.
TOPO BY: C.M.I.
SHEET: C01-01

REVISED 2-22-2022

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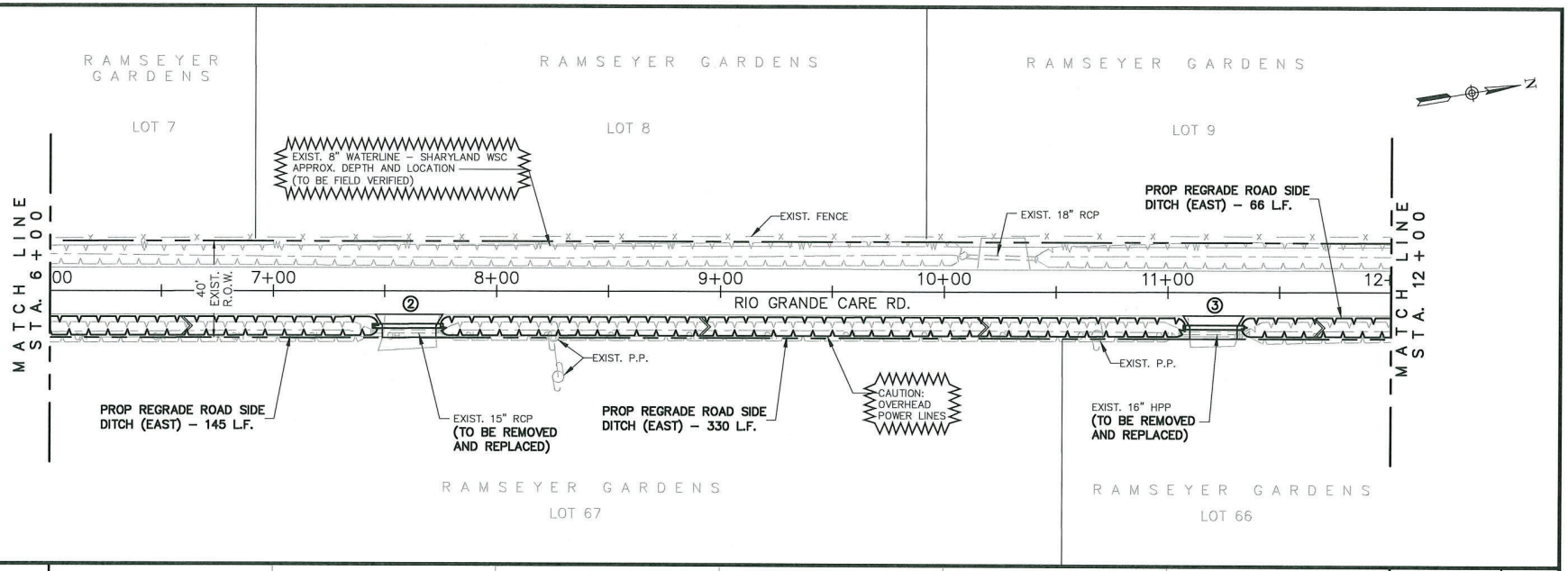

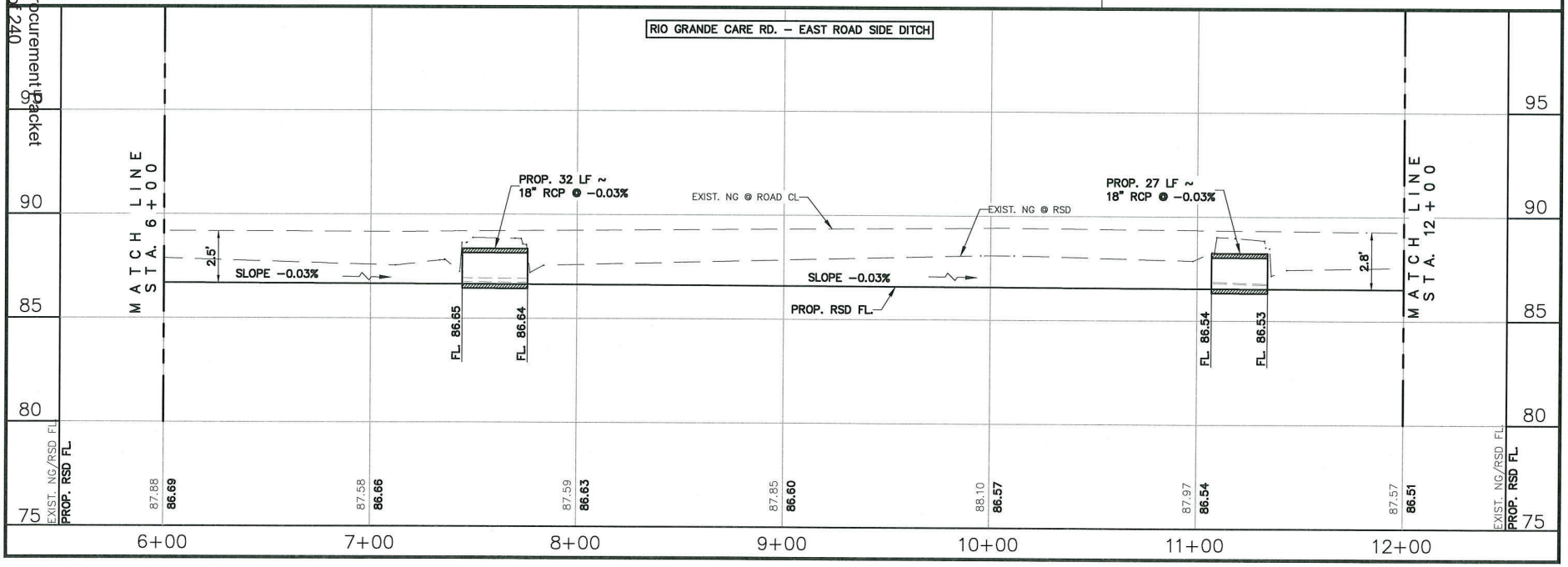

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TOPO BY:	C.E.I.
SHEET:	C01–02

Drawings: S:\HCDD1 – PROJECTS\E-21-145 Rio Grande Rd Drainage Improvements – J-09 to Monte Cristo\Design\CAD\Dwg\P&P Sheets\P&P 01_Rio Grande_RSD_EAST.dwg
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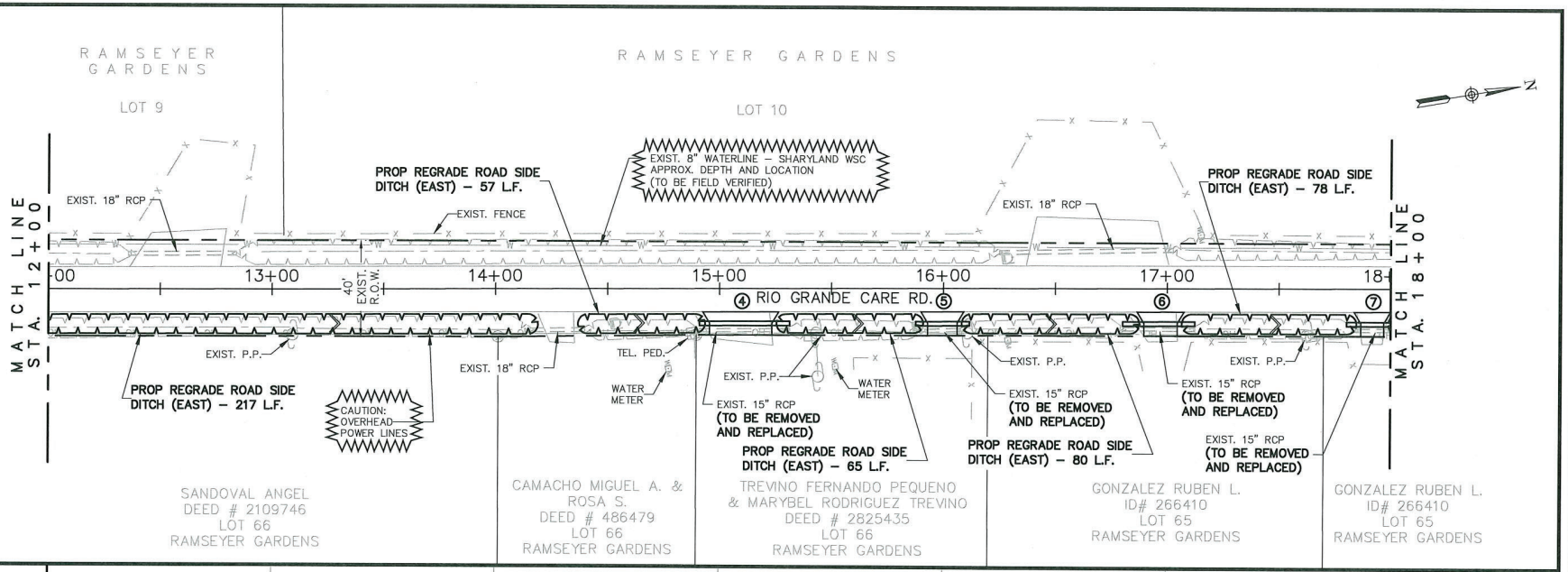

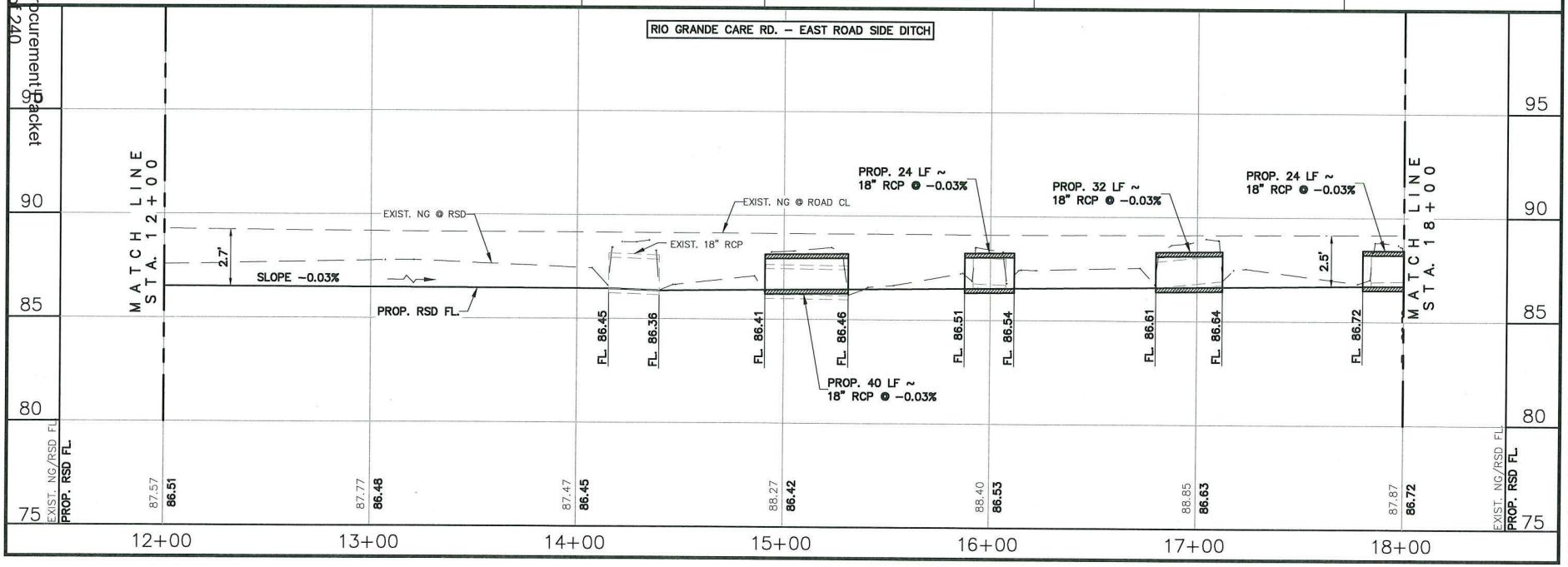

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DRAWN BY:	J.R.
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TOPO BY:	C.M.I.
SHEET:	C01-03

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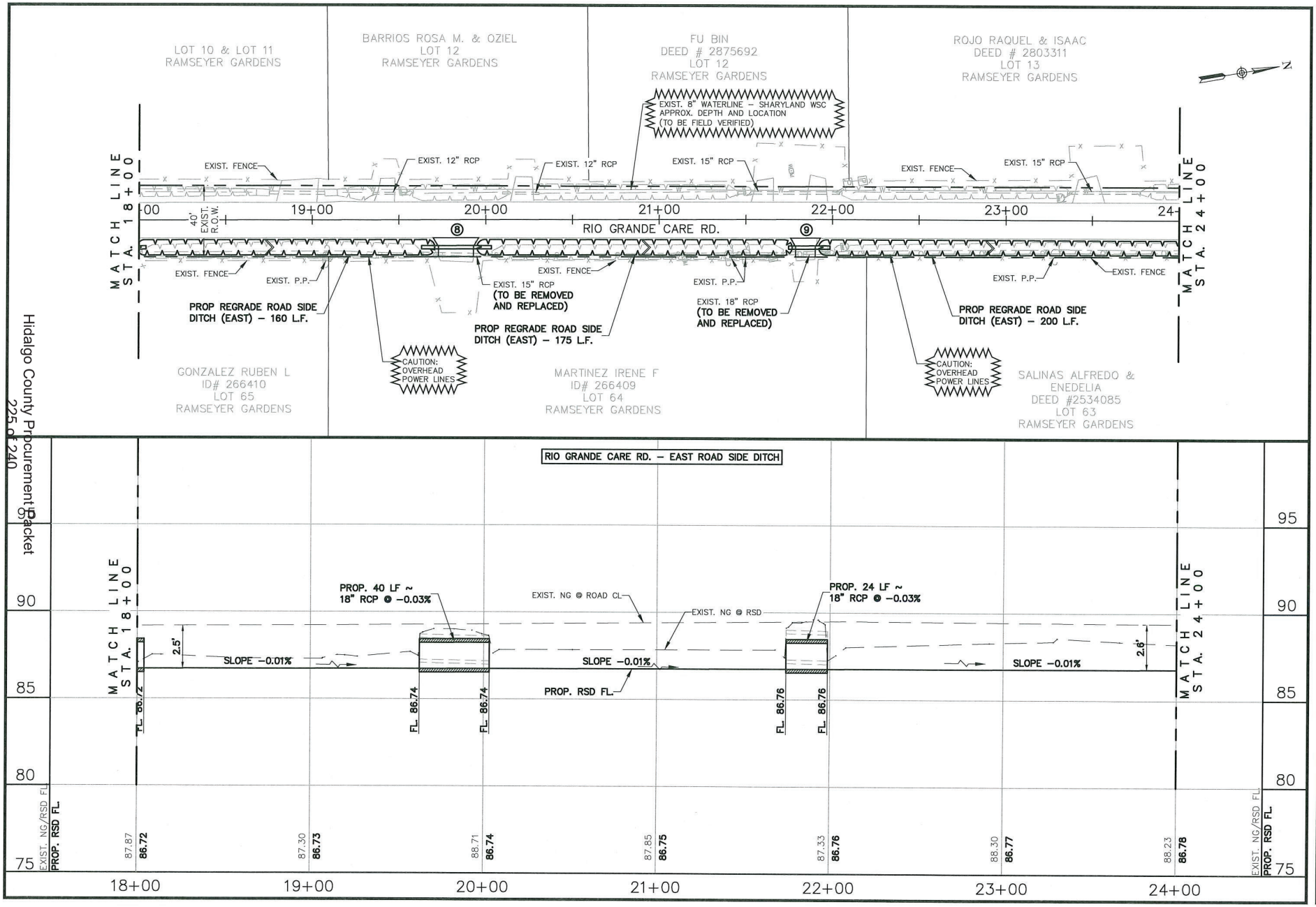

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TOPO BY: C.M.I.
SHEET: C01–04

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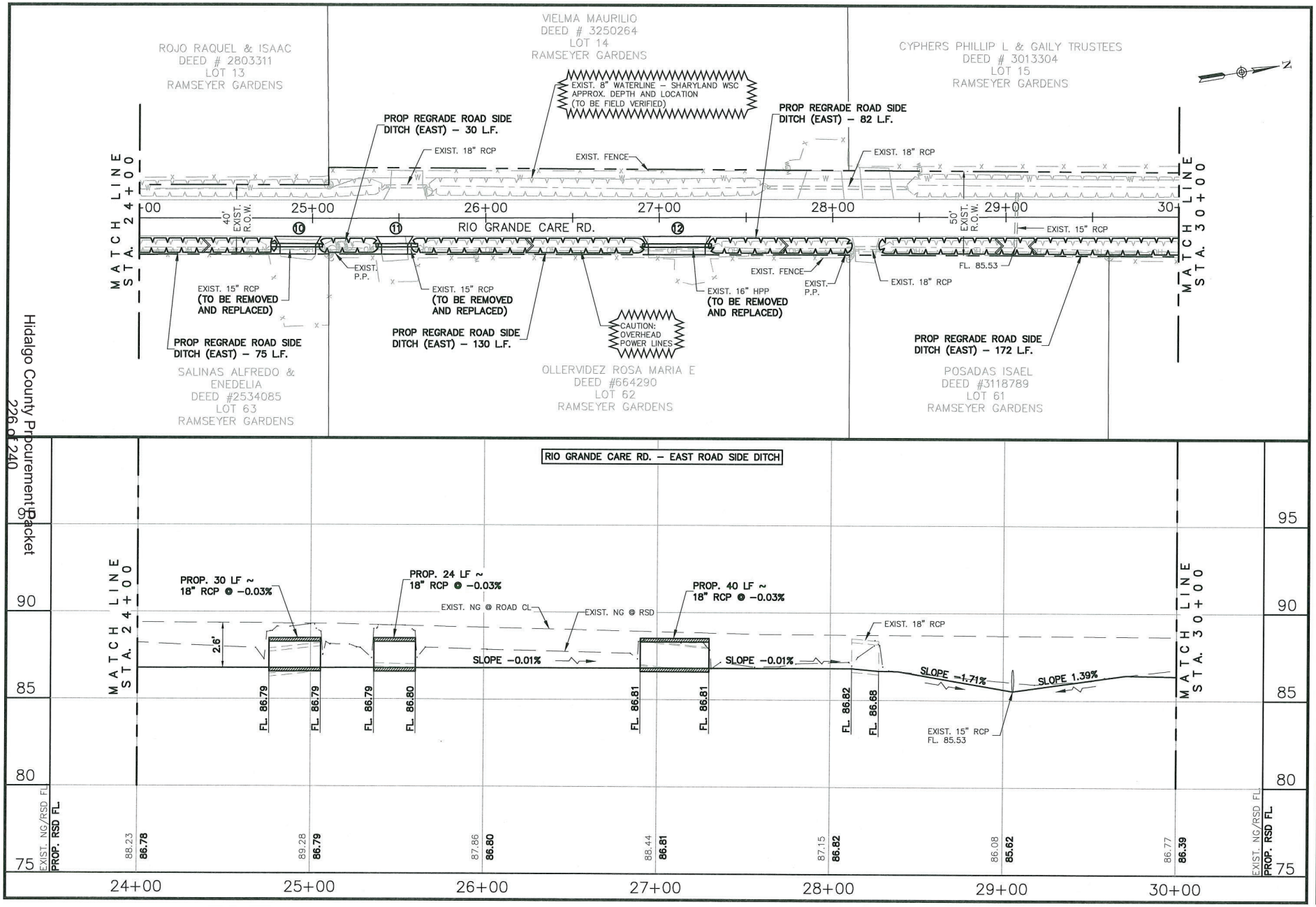

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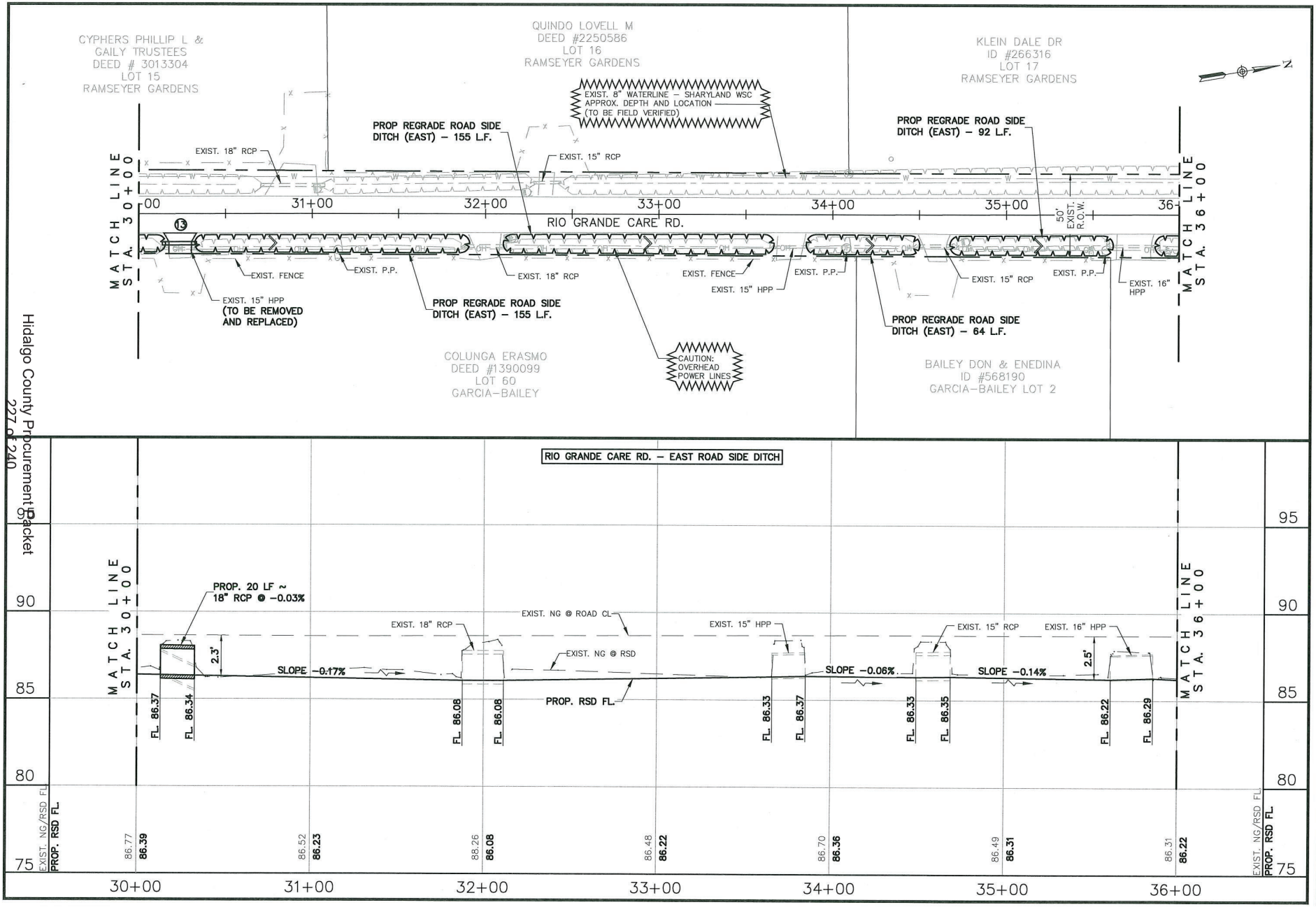

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SHEET:	C01–06

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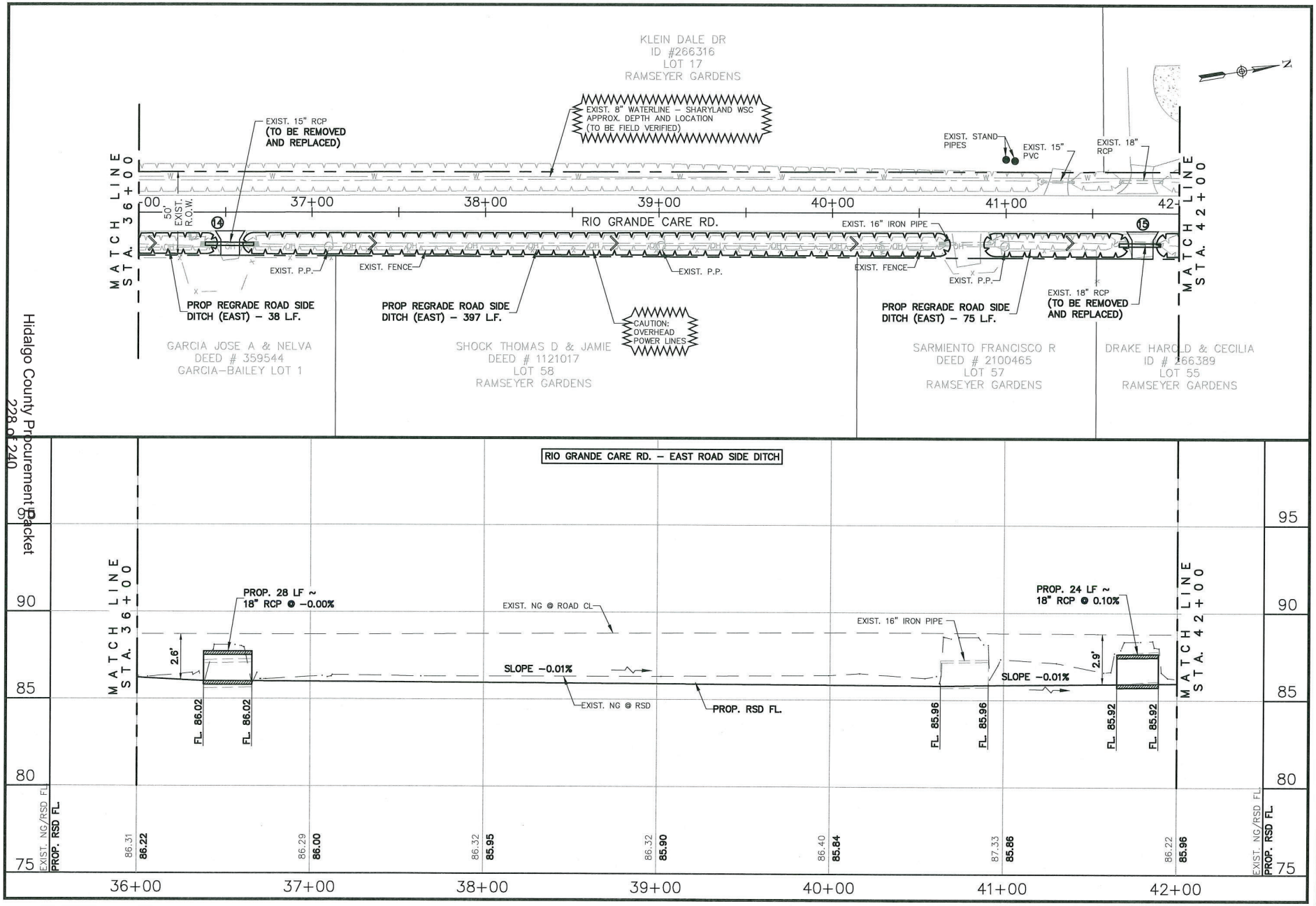

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Raul E. Sesin P.E., C.F.M.
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SHEET: C01–07

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04-22-22

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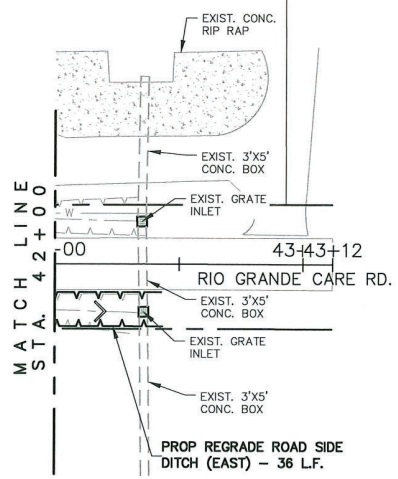
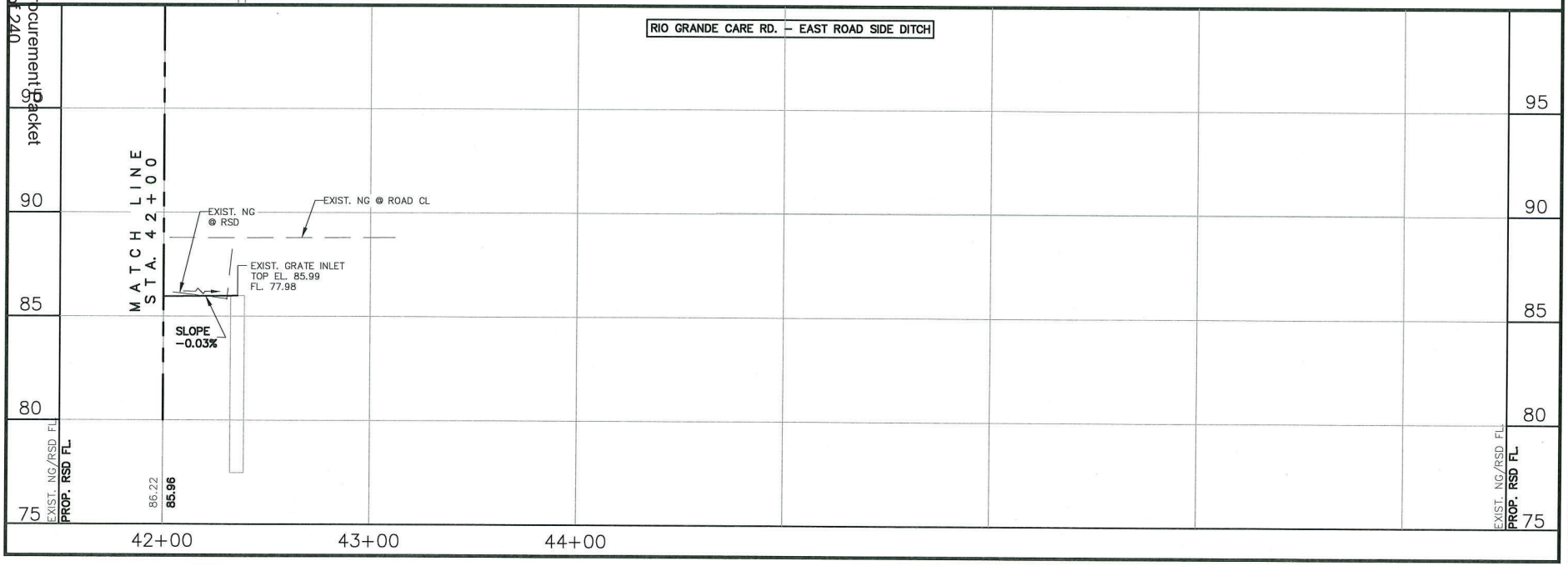
229 of 240





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DRAWN BY:	J.R.
CHECKED BY:	R.S./A.
TOPO BY:	C.T.I.
SHEET:	C01–08

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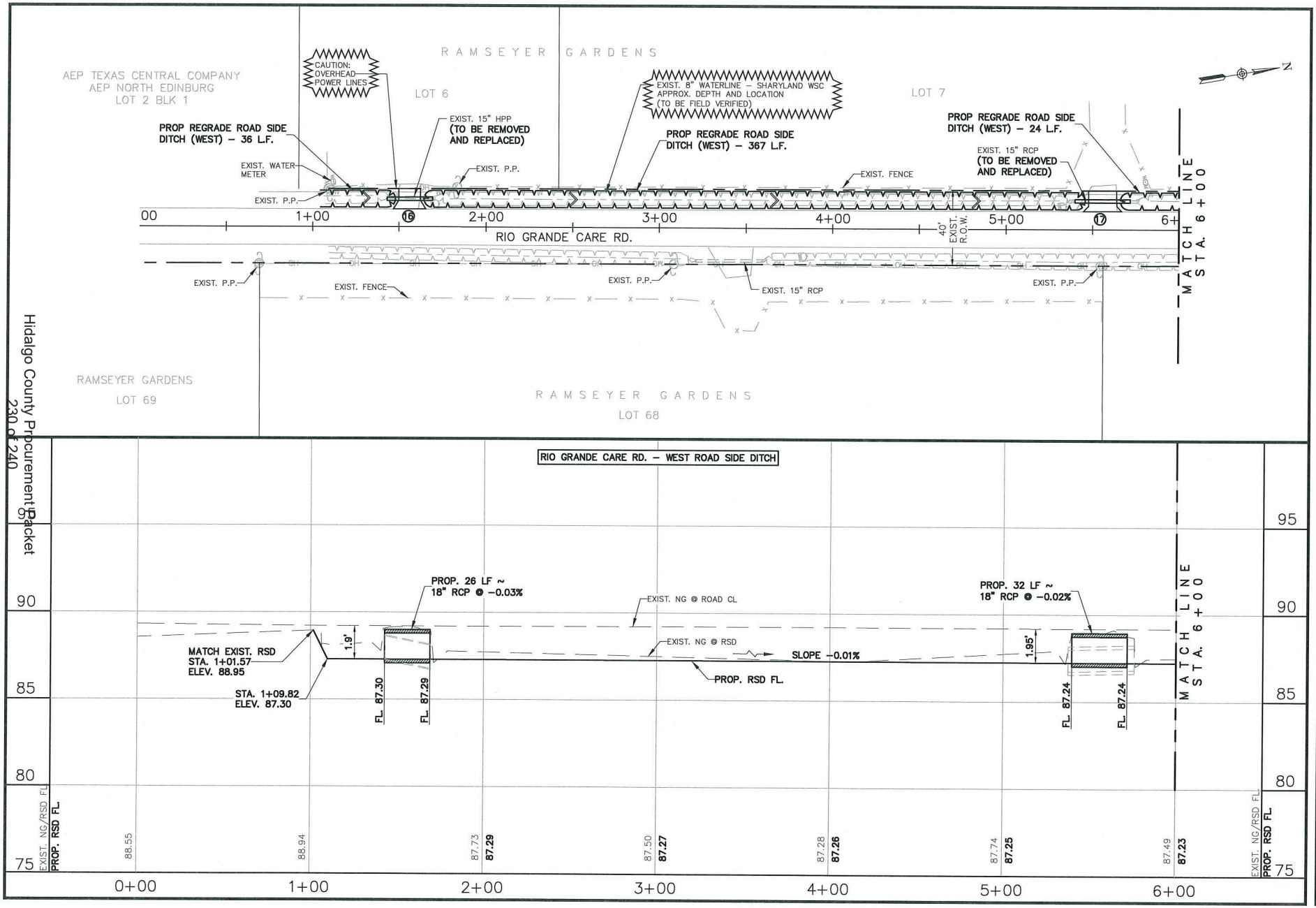

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
902 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL:(956) 292-7080
www.hcdd1.org

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

RIO GRANDE CARE ROAD
STORMWATER PROJECT
PLAN AND PROFILE (WEST RSD)
STA. 0+00 - STA. 6+00

OMAR ANZALDUA JR. P.E. No. 97249
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9/6/2022

PROJECT NO.	E-21-045
SCALE:	H.1"=50' / V.1"=5'
DRAWN BY:	J.R.
CHECKED BY:	R.S.A.
TOPO BY:	C.E.I.
SHEET:	C01-09

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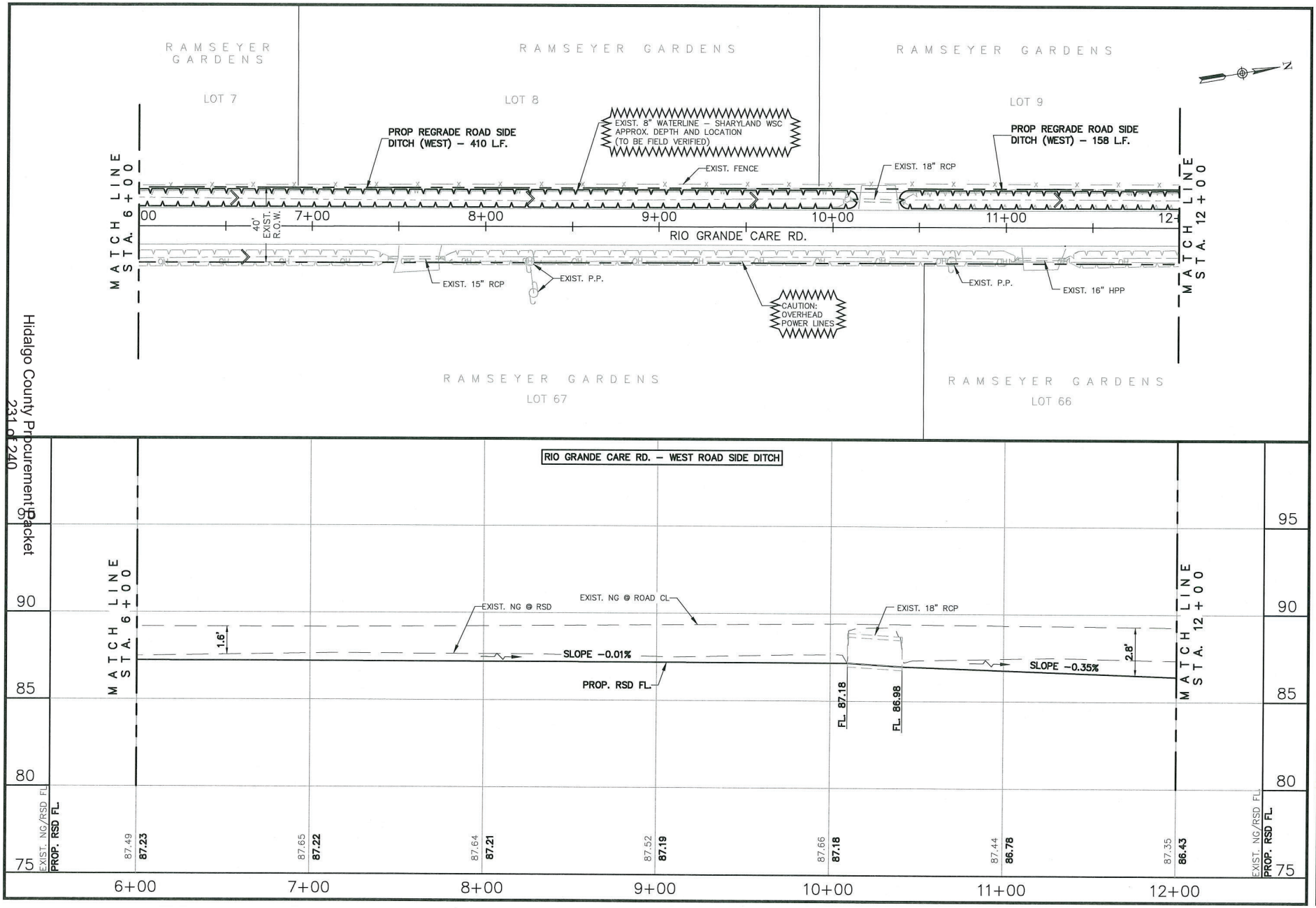

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902 N. DOOLITTLE RD
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TEL:(956) 292-7080
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Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator

RIO GRANDE CARE ROAD
STORMWATER PROJECT
PLAN AND PROFILE (WEST RSD)
STA. 6+00 - STA. 12+00

STATE OF TEXAS
OMAR ANZALDUA JR.
97249
LICENSED PROFESSIONAL ENGINEER
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5-26-22

OMAR ANZALDUA JR., P.E. No. 97249

PROJECT NO.	E-20-045
SCALE:	H.1"=50' / V.1"=5'
DRAWN BY:	J.R.
CHECKED BY:	R.S./A.
TOPO BY:	C.T.I.
SHEET:	C01–10

PRELIMINARY
5-26-22

Drawing: S:\HCDD1 – PROJECTS\E-21-045 Rio Grande Rd Drainage Improvements – J-09 to Monte Cristo\Design\CAD\dwg\P&P Sheets\PMP 01_Rio Grande_RSD_WEST.dwg
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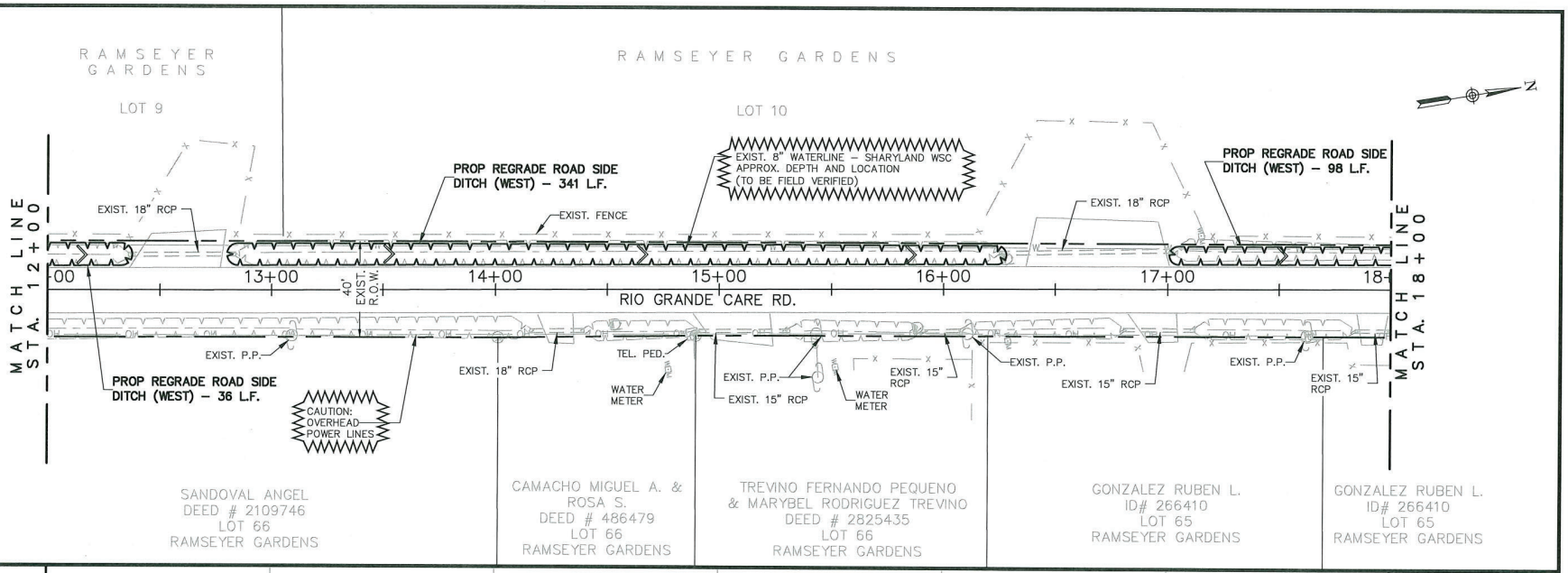
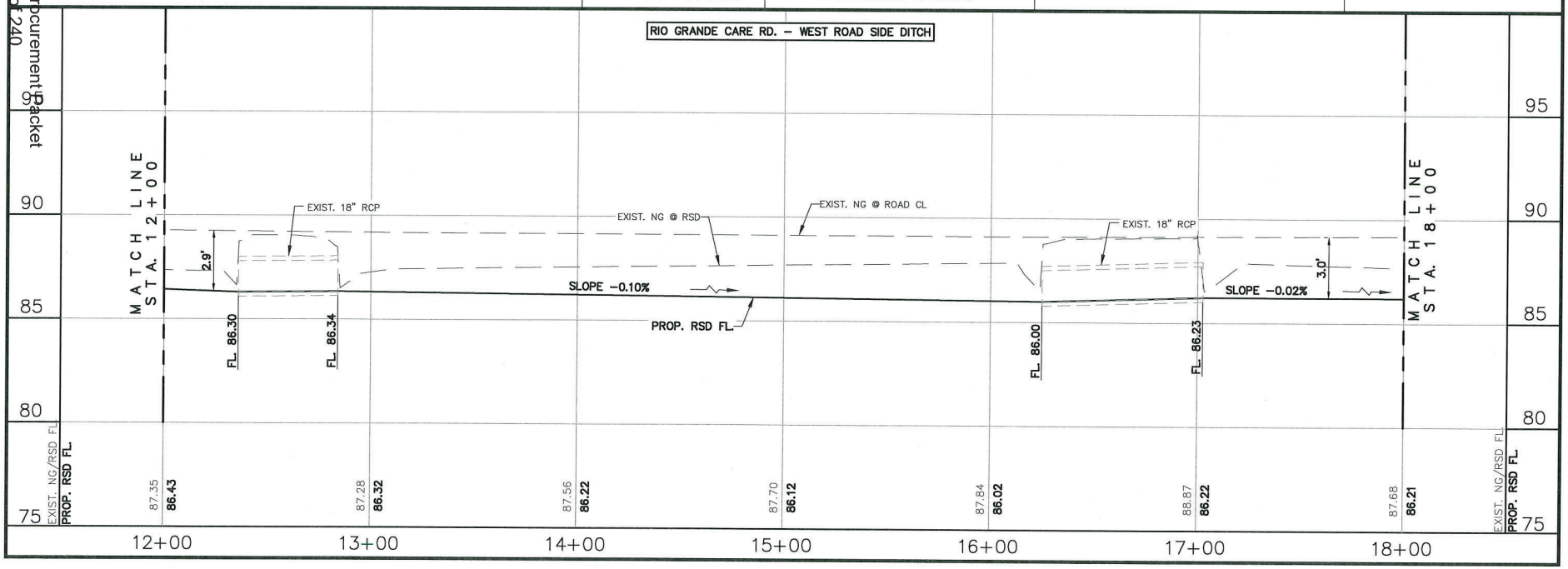
Hidalgo County Procurement Packet
231 of 240





HIDALGO COUNTY DRAINAGE DISTRICT No. 1
902 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL:(956) 292-7080
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Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator

RIO GRANDE CARE ROAD
STORMWATER PROJECT
PLAN AND PROFILE (WEST RSD)
STA. 12+00 - STA. 18+00

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OMAR ANZALDUA JR.
97249
LICENSED PROFESSIONAL ENGINEER
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OMAR ANZALDUA JR., P.E. No. 97249

PROJECT NO.	E-21-045
SCALE:	H.1"=50' / V.1"=5'
DRAWN BY:	J.R.
CHECKED BY:	R.S./O.A.
TOPO BY:	C.E.I.
SHEET:	C01–11

Drawings: S:\HCDD1 – PROJECTS\E-21-045 Rio Grande Rd Drainage Improvements – I-69 to Monte Cristo\Design\CAD\dwg\P&P Sheets\P&P 01_Rio Grande_RSD_WEST.dwg)
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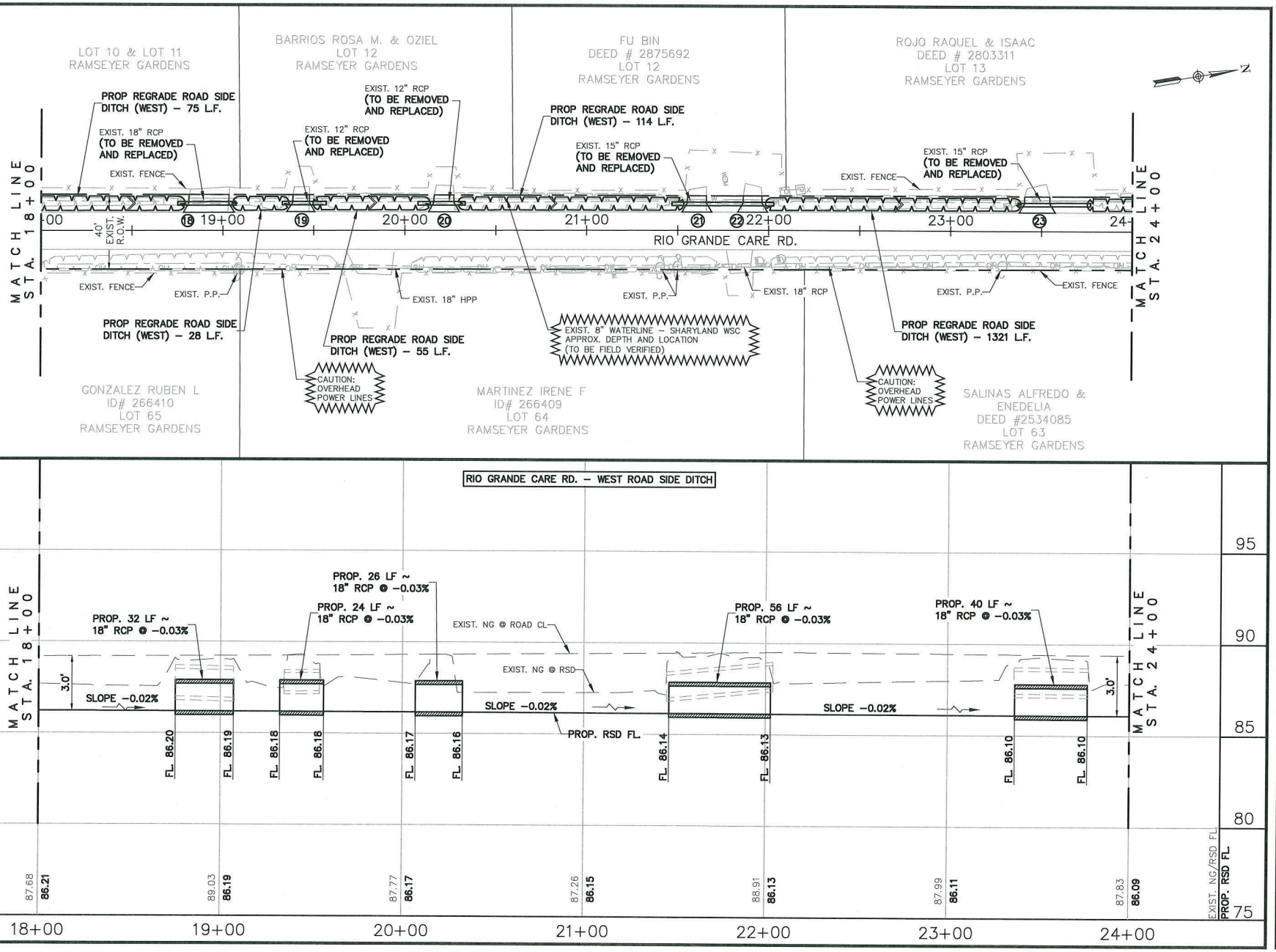
Hidalgo County Procurement Packet
232 of 240



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

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

RIO GRANDE CARE ROAD
STORMWATER PROJECT
PLAN AND PROFILE (WEST RSD)
STA. 18+00 - STA. 24+00

OMAR ANZALDUA JR. P.E. No. 97249
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PROJECT NO.	E-20-045
SCALE:	H.1"=50' / V.1"=5'
DRAWN BY:	J.R.
CHECKED BY:	R.S./A.
TOPO BY:	C.T.I.
SHEET:	C01–12

Drawings: S:\HCDD1 – PROJECTS\E-21-045 Rio Grande Rd Drainage Improvements – J-09 to Monte Cristo\Design\CAD\dwg\P&P Sheets\P&P 01_Rio Grande_RSD_WEST.dwg
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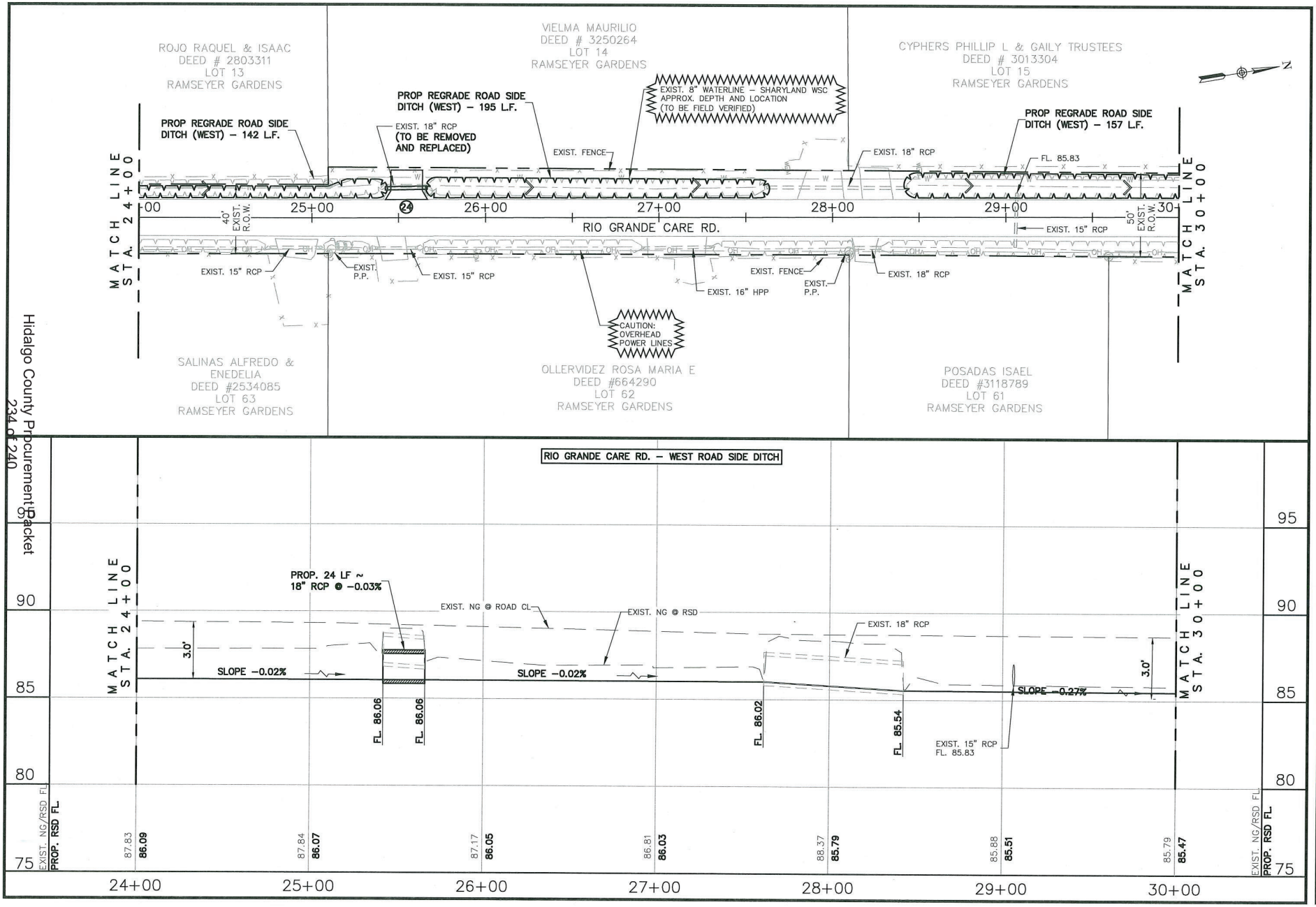
Hidalgo County Procurement Packet
233 of 240



HIDALGO COUNTY DRAINAGE DISTRICT No. 1
902 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL:(956) 292-7080
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Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator

RIO GRANDE CARE ROAD
STORMWATER PROJECT
PLAN AND PROFILE (WEST RSD)
STA. 24+00 - STA. 30+00

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7-22-22

PROJECT NO.	E-20145
SCALE:	H.1"=50' / V.1"=5'
DRAWN BY:	L.R.
CHECKED BY:	R.S./O.A.
TOPO BY:	C.E.I.
SHEET:	C01-13

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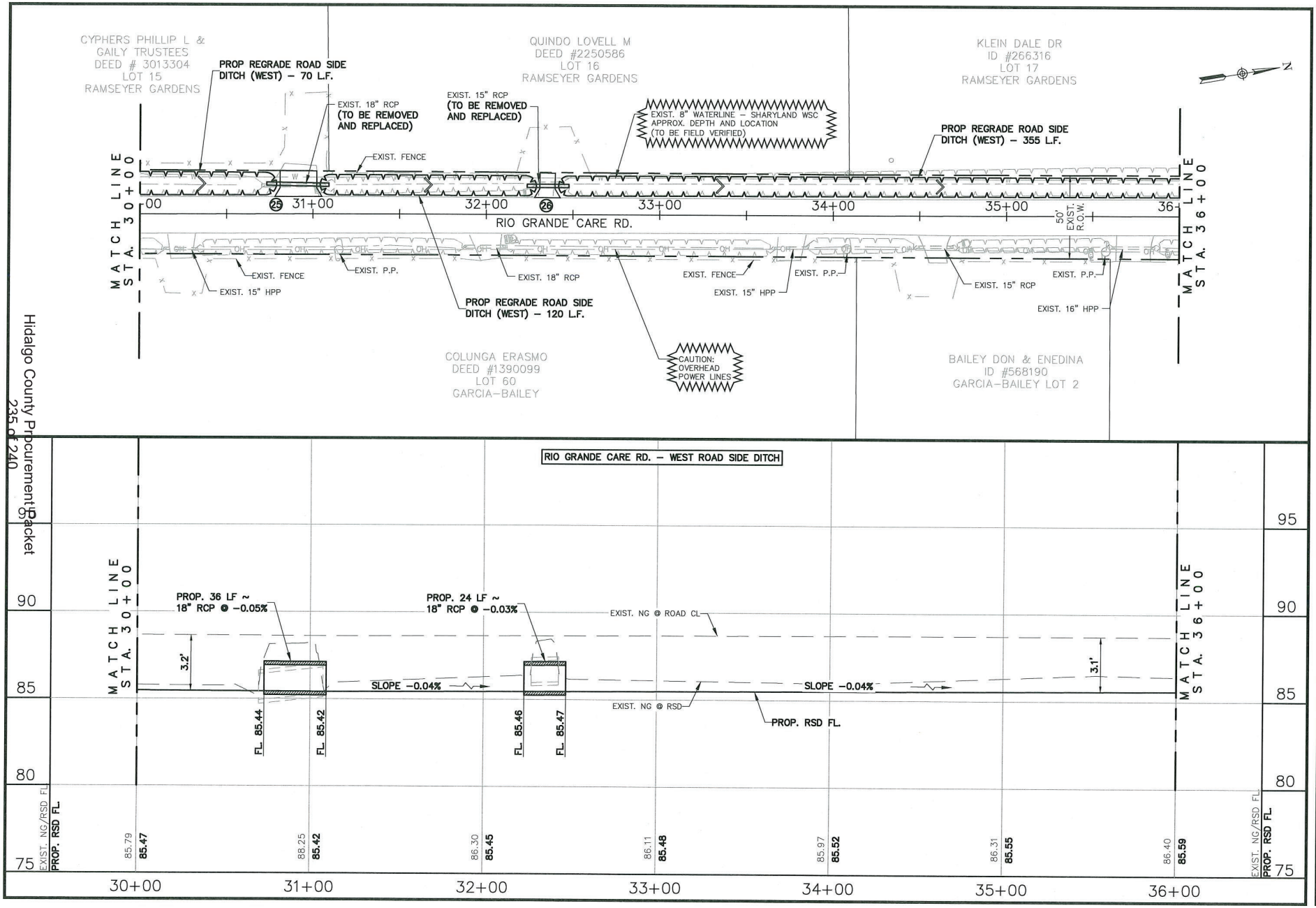
Hidalgo County Procurement Packet
234 of 240



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

902 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL:(956) 292-7080
www.hcdd1.org

RIO GRANDE CARE ROAD
STORMWATER PROJECT
PLAN AND PROFILE (WEST RSD)
STA. 30+00 - STA. 36+00

STATE OF TEXAS
OMAR ANZALDUA JR.
97249
LICENSED PROFESSIONAL ENGINEER

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4-26-22

OMAR ANZALDUA JR., P.E. No. 97249

PROJECT NO.	E-21-045
SCALE:	H.1"=50' / V.1"=5'
DRAWN BY:	J.R.
CHECKED BY:	R.S./O.A.
TOPO BY:	C.T.E.I.
SHEET:	C01–14

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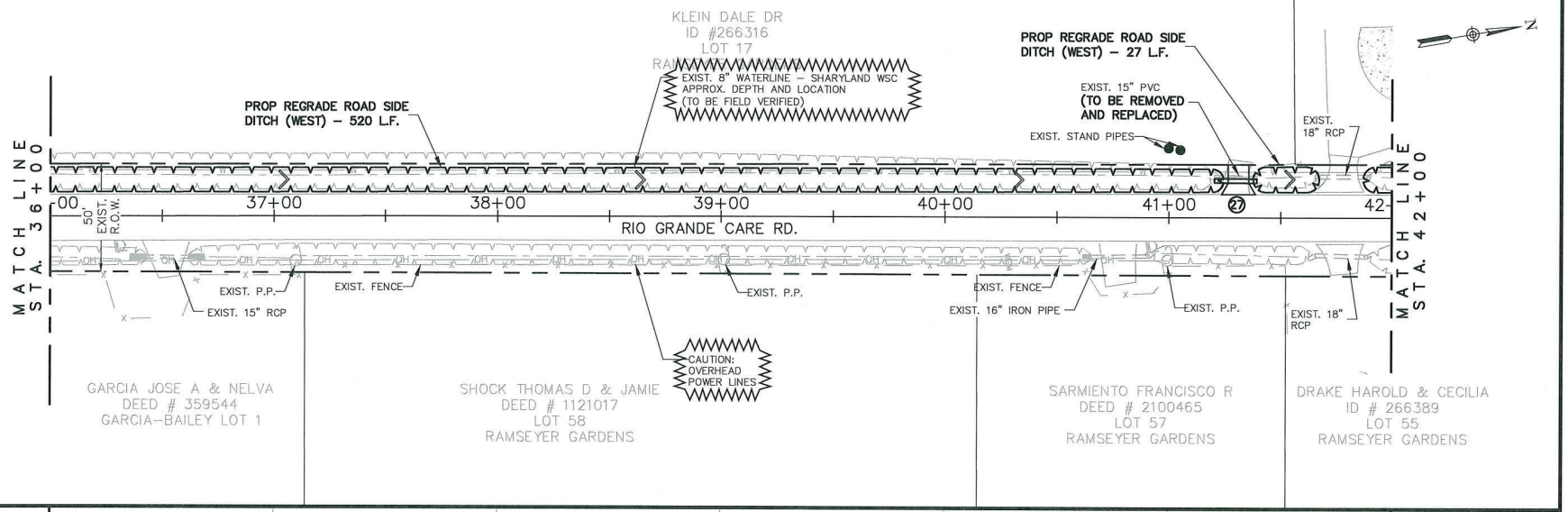
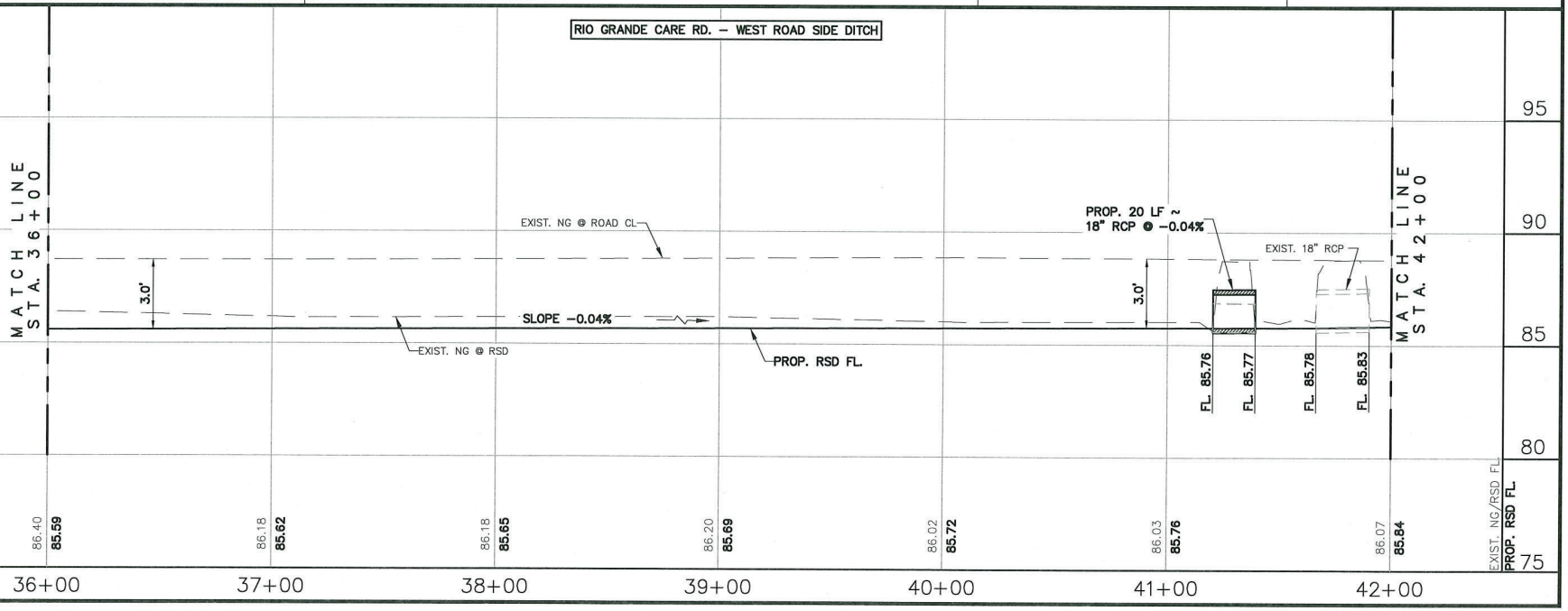
Hidalgo County Procurement Packet
235 of 240





Hidalgo County Procurement Packet
236 of 240

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

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

RIO GRANDE CARE ROAD
STORMWATER PROJECT
PLAN AND PROFILE (WEST RSD)
STA. 36+00 - STA. 42+00

OMAR ANZALDUA JR. 97249 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS
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4-26-22
OMAR ANZALDUA JR., P.E. No. 97249

PROJECT NO.	E-20-45
SCALE:	H.1"=50' / V.1"=5'
DRAWN BY:	H.R.
CHECKED BY:	R.G. A.
TOPO BY:	C.N. E.I.
SHEET:	C01–15

Drawing: S:\HCDD1 – PROJECTS\E-21-45 Rio Grande Rd Drainage Improvements – J-09 to Monte Cristo\Design\CAD\Jeny\P&P Sheets\P&P 01_Rio Grande_RSD_WEST.dwg
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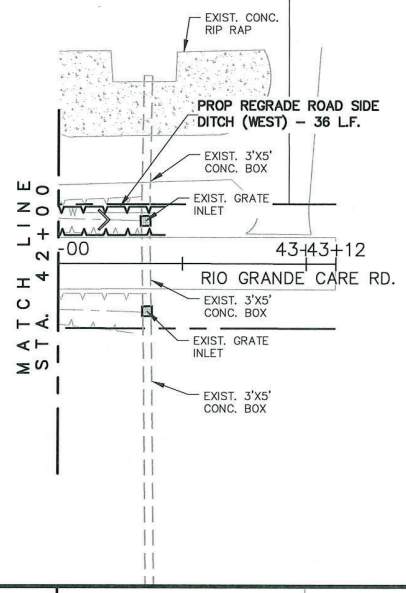

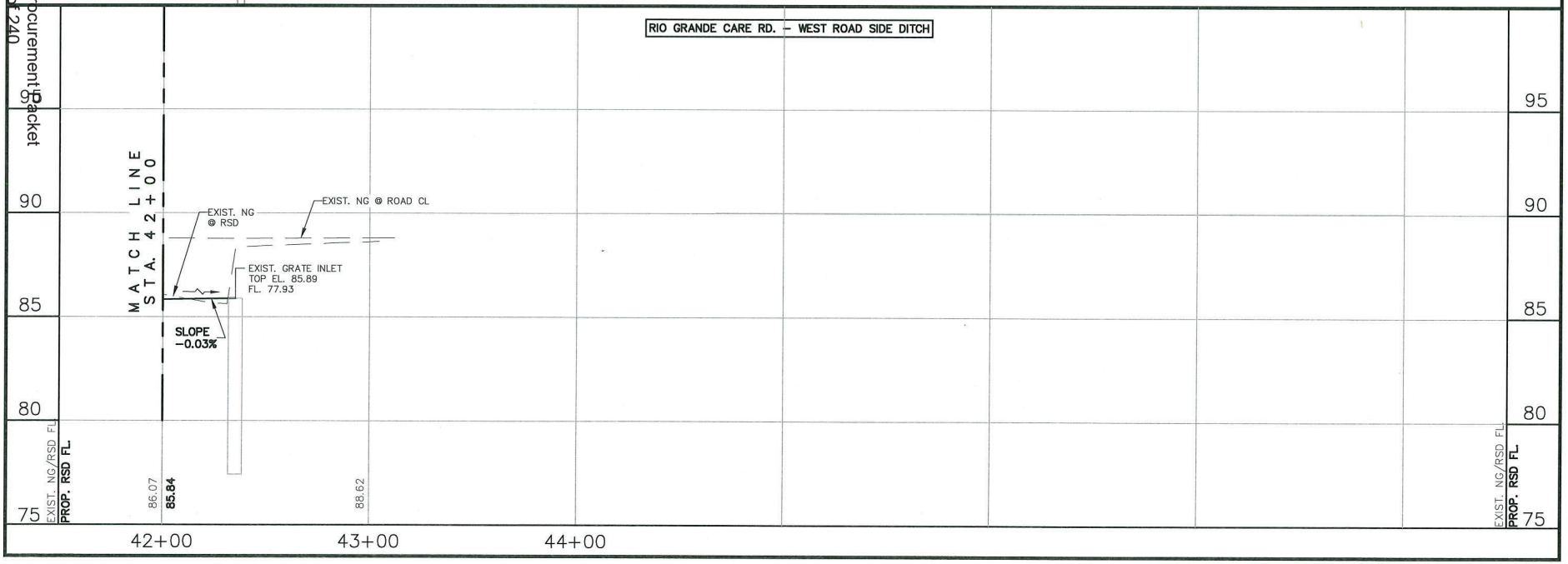

Hidalgo County Procurement Packet
237 of 240

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

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

RIO GRANDE CARE ROAD
STORMWATER PROJECT
PLAN AND PROFILE (WEST RSD)
STA. 42+00 - STA. 43+43

STATE OF TEXAS
OMAR ANZALDUA JR.
97249
LICENSED
PROFESSIONAL ENGINEER
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OMAR ANZALDUA JR.- P.E. No. 97249

PROJECT NO. E-20-045
SCALE: H.1"=50' / V.1"=5'
DRAWN BY: J.R.
CHECKED BY: R.S. / O.A.
TOPO BY: C.N. / E.I.
SHEET: C01–16

Drawing: S:\HCDD1 – PROJECTS\E-21-045 Rio Grande Rd Drainage Improvements – J-59 to Monte Cristo\Design\CAD\dwg\PAP Sheets\PAP 01_Rio Grande_RSD_WEST.dwg)
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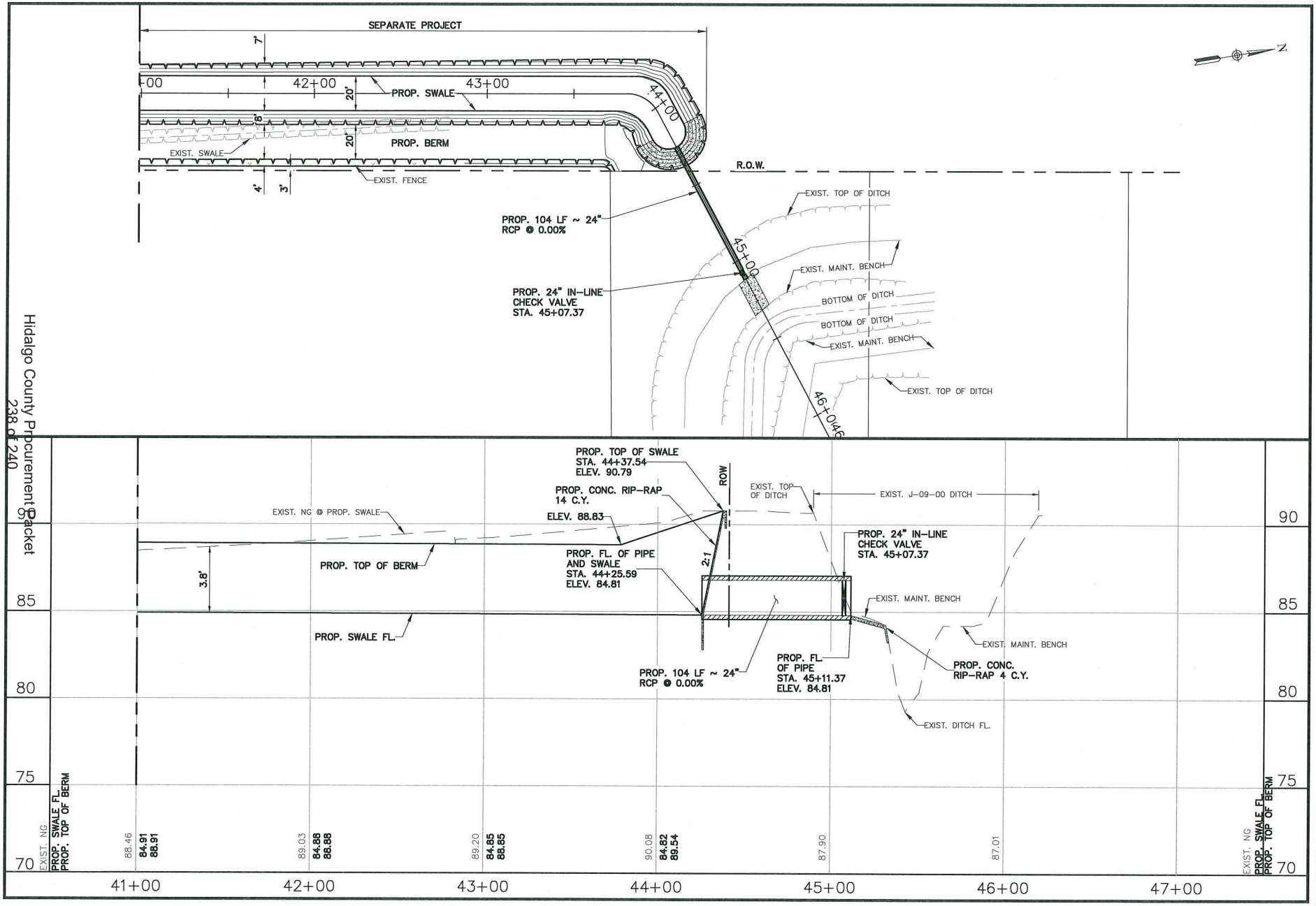

Hidalgo County Procurement Packet
238 of 240

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator
902 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL:(956) 292-7080
www.hcdd1.org

RIO GRANDE CARE ROAD
STORMWATER PROJECT
PLAN AND PROFILE
24" RCP w/ IN-LINE CHECK VALVE

STATE OF TEXAS
OMAR ANZALDUA JR.
97249
LICENSED PROFESSIONAL ENGINEER
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OMAR ANZALDUA JR., P.E. No. 97249
FEB 22 2022

PROJECT NO.	E-20-045
SCALE:	H.1"=50' / V.1"=5'
DRAWN BY:	H.R.
CHECKED BY:	R.S. / O.A.
TOPO BY:	C.H.L.
SHEET:	C01-17

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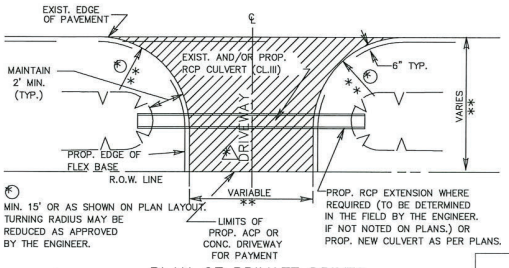
PRIVATE DRIVES
WITHOUT CURB & GUTTER



PLAN OF PRIVATE DRIVES

** FOR PRIVATE RESIDENTIAL DRIVES, TRY TO MATCH EXISTING WITH A MINIMUM WIDTH OF 12 FT. AND A MAXIMUM WIDTH OF 24 FT. WITH 15 FT. USUAL RADIUS.

* SEE TYPICAL DRIVEWAY SECTIONS NOTES FOR DRIVEWAY SLOPE CRITERIA.

DRIVEWAY TYPES

TY PD-1
EXIST. PRIVATE DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" NEW AND/OR SALVAGE FLEX BASE, PRIMED AND SURFACED WITH 114#/SY ACP.

TY PD-2
EXIST. PRIVATE DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" NEW AND/OR SALVAGE FLEX BASE.

CONCRETE (RESIDENTIAL)
EXIST. PRIVATE DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" CONCRETE. TO BE PAID FOR BY THE SQ.YD.

NOTES:

ALL ENTRANCES CONSTRUCTED ON THIS PROJECT ARE SUBJECT TO CONCURRENCE WITH EXISTING GOVERNING REGULATIONS AS SET OUT BY THE COUNTY.
ALL FLEXIBLE BASE USED FOR PRIVATE DRIVES & COMMERCIAL DRIVES WILL NOT REQUIRE LIME TREATMENT.

EXACT LOCATIONS, DIMENSIONS, AND TYPE TO BE ESTABLISHED DURING CONSTRUCTION BY THE ENGINEER.

PROP. WIDTH OF DRIVEWAYS TO MATCH EXISTING WIDTH AT R.O.W. LINE.

114 #/SY ACP (COMPACTED) IS EQUAL TO 1 IN. DEPTH,
171 #/SY ACP (COMPACTED) IS EQUAL TO 11/2IN. DEPTH.

SIDE DRAIN PIPES TO BE INSTALLED WHERE ROADWAY DITCH DRAINAGE IS NECESSARY, AS INDICATED ON PLANS AND/OR AS DIRECTED BY THE ENGINEER.

SIDE DRAIN PIPES TO BE INSTALLED WITH A MINIMUM OF 12" COVER WITH PROPOSED RESIDENTIAL & COMMERCIAL DRIVEWAY MATERIAL OR 15" COVER WITH PROPOSED COUNTY ROAD & CITY STREET ROADWAY MATERIAL OR AS APPROVED BY ENGINEER.

AVERAGE DRIVEWAY DIMENSIONS SHOWN ON TABLE OF DRIVEWAYS (ELSEWHERE IN PLANS) ARE FOR ESTIMATING PURPOSES ONLY. ACTUAL DRIVEWAY DIMENSIONS MAY BE CHANGED BY THE ENGINEER BASED ON EXISTING FIELD CONDITIONS.

THE RATE OF PRIME COAT SHALL BE 0.10 GAL/SY FOR PRIVATE AND/OR COMMERCIAL DRIVEWAYS AND 0.20 GAL/SY FOR PUBLIC DRIVEWAYS (COUNTY ROADS AND/OR CITY STREETS).

TYPICALLY A CHANGE IN GRADE OF THREE PERCENT (3%) OR LESS AND A DISTANCE BETWEEN CHANGES IN GRADE OF AT LEAST ELEVEN FEET (11') ACCOMMODATES MOST VEHICLES. HOWEVER, LITERATURE SUGGESTS THAT A SIX PERCENT (6%) TO EIGHT PERCENT (8%) CHANGE IN GRADE MAY OPERATE EFFECTIVELY. INDIVIDUAL SITE CONDITIONS SHOULD BE EVALUATED TO ACCOMMODATE THE VEHICLE FLEET USING THE DRIVEWAY.

DRIVEWAY SUMMARY TABLE

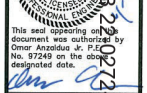
DRIVEWAY ID	RIO GRANDE CARE ROAD (EAST RSD)	EXIST. DRIVEWAY WIDTH	EXIST. CULVERT	PROP. WIDTH @ EDGE OF RDWAY	PROP. WIDTH @ ROW LINE	ITEM 02754 CONC. DRWY AREA (SY)	ITEM 02741 ASPHALT CONC. DRWY AREA (SY)	ITEM 02714 CALICHE BASE AREA	ITEM 02611 18" PIPE	PROP. FL OF PIPE	
						(4")	PD-1			UP STREAM	DOWN STREAM
	(STA)	(FT)	(FT)	(FT)	(FT)			(PD-2)(SY)	(FT)	(FT)	(FT)
1	3+40.45 (E)	20.7	15"	25.3	19.3			24	32	87.16	87.14
2	7+60.47 (E)	23.3	15"	30.1	24.1			29	32	87.03	87.02
3	11+20.51 (E)	22.4	16"	27.1	21.1			26	27	86.92	86.91
4	15+11.26 (E)	29.0	15"	34.0	28.5		34		40	86.81	86.79
5	15+99.71 (E)	13.2	15"	19.1	13.0			17	24	86.78	86.77
6	16+96.27 (E)	16.8	15"	20.8	14.8			19	32	86.75	86.74
7	17+92.20 (E)	11.1	15"	16.2	10.2		14		24	86.72	86.71
8	19+83.26 (E)	21.2	18"	26.0	20.0			26	40	86.67	86.65
9	21+86.63 (E)	12.0	18"	17.3	11.3			15	24	86.60	86.59
10	24+90.84 (E)	22.2	15"	26.5	20.5			25	30	86.51	86.50
11	25+48.90 (E)	15.3	15"	21.0	15.0			19	24	86.50	86.49
12	27+10.31 (E)	33.4	16"	38.8	32.8			40	40	86.45	86.44
13	30+23.58 (E)	13.6	15"	18.8	12.8			18	20	86.35	86.34
14	36+52.30 (E)	15.6	15"	16.7	10.7		19		28	86.17	86.16
15	41+77.34 (E)	14.6	18"	18.1	12.1		23		24	85.92	85.92

DRIVEWAY SUMMARY TABLE

DRIVEWAY ID	RIO GRANDE CARE ROAD (WEST RSD)	EXIST. DRIVEWAY WIDTH	EXIST. CULVERT	PROP. WIDTH @ EDGE OF RDWAY	PROP. WIDTH @ ROW LINE	ITEM 02754 CONC. DRWY AREA (SY)	ITEM 02741 ASPHALT CONC. DRWY AREA (SY)	ITEM 02714 CALICHE BASE AREA	ITEM 02611 18" PIPE	PROP. FL OF PIPE	
						(4")	PD-1			UP STREAM	DOWN STREAM
	(STA)	(FT)	(FT)	(FT)	(FT)			(PD-2)(SY)	(FT)	(FT)	(FT)
16	1+56.35 (W)	13.3	15"	12.9	18.9			18	26	87.29	87.28
17	5+56.75 (W)	20.3	15"	18.3	24.3			22	32	87.15	87.14
18	18+91.19 (W)	22.4	18"	21.9	27.9			25	32	86.69	86.68
19	19+44.81 (W)	10	12"	9.0	15.3			11	24	86.67	86.67
20	20+20.08 (W)	12.0	12"	11.0	17.0			13	26	86.65	86.64
21	21+59.66 (W)	11.3	15"	10.5	16.5	12			28	86.60	86.59
22	21+91.05 (W)	11.1	15"	10.3	16.4			12	28	86.59	86.58
23	23+57.01 (W)	15.0	15"	13.8	19.8			15	40	86.54	86.52
24	25+54.36 (W)	18.4	18"	18.4	24.4	36			24	86.47	86.46
25	30+88.80 (W)	18.4	18"	27.1	21.3		36		36	85.44	85.42
26	32+35.61 (W)	8.5	15"	8.4	14.4			15	24	86.23	86.23
27	41+29.84 (W)	10.7	15"	10.7	16.7			15	20	85.93	85.92

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
Raul E. Sesin P.E., C.F.M.
General Manager
Floodplain Administrator
902 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL: (956) 292-7080
www.hcdd1.org

RIO GRANDE CARE ROAD
STORMWATER PROJECT
DRIVEWAY DETAILS



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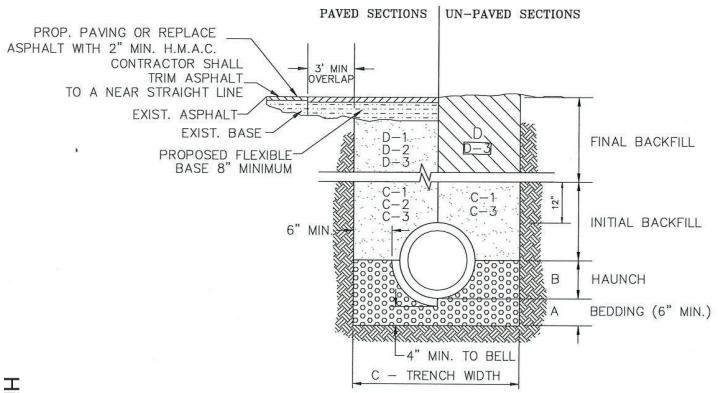
2-26-22

OMAR ANZALDUA JR., P.E. No. 97249

PROJECT NO.	E-20926
SCALE:	NOT TO SCALE
DRAWN BY:	H.R.
CHECKED BY:	R.S./O.A.
TOPO BY:	S.M./E.I.
SHEET:	C03-01



STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. COMPACTED THICKNESS = 6") – PIT RUN GRAVEL $\frac{3}{4}$" MAX SIZE.

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

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

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

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

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

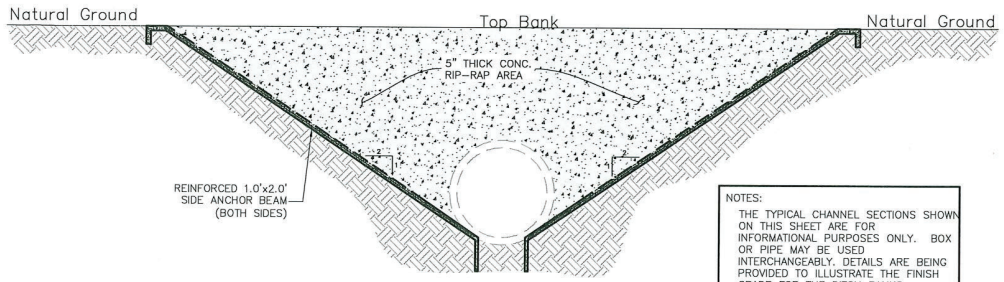
D. FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III OR IV, COMPACTED TO 92% S.P.D. (12" LOOSE LIFT, MECHANICAL COMPACTION).

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

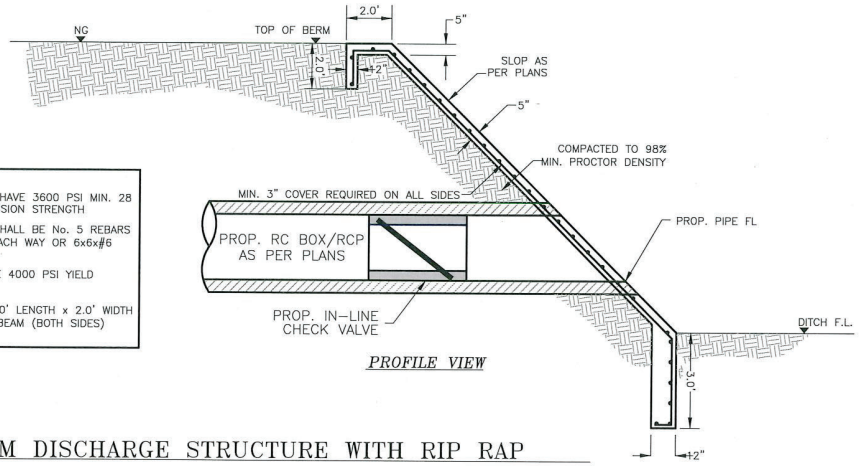
D-2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D698, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

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

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



NOTES:
THE TYPICAL CHANNEL SECTIONS SHOWN ON THIS SHEET ARE FOR INFORMATIONAL PURPOSES ONLY. BOX OR PIPE MAY BE USED INTERCHANGEABLY. DETAILS ARE BEING PROVIDED TO ILLUSTRATE THE FINISH GRADE FOR THE DITCH BANKS.



NOTES:
CONCRETE TO HAVE 3600 PSI MIN. 28 DAYS COMPRESSION STRENGTH

REINFORCING SHALL BE No. 5 REBARS AT 12" O.C. EACH WAY OR 6x6x#6 WIRE MESH.

STEEL TO HAVE 4000 PSI YIELD STRENGTH.

REINFORCED 1.0' LENGTH x 2.0' WIDTH SIDE ANCHOR BEAM (BOTH SIDES)

PROFILE VIEW

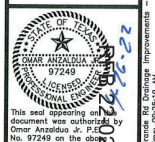
STORM DISCHARGE STRUCTURE WITH RIP RAP

N.T.S

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

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

RIO GRANDE CARE ROAD
STORMWATER PROJECT
TYPICAL DETAILS



This seal appearing on this document was authorized by Omar Anzalduo Jr. P.E. No. 97249 on the abbreviated designated date.

OMAR ANZALDUA JR.-P.E. No. 97249

PROJECT NO.	E-20045
SCALE:	AS SHOWN
DRAWN BY:	J.R.
CHECKED BY:	R.S./O.A.
TOPO BY:	N/A
SHEET:	C03-02

REVISED 12-2-22
REVISED 12-2-22

Drawing: S:\HCDD1 - PROJECTS\E-21-045 Rio Grande Rd Drainage Improvements - J-59 to Monte Cristo\Design\CAD\dwg\P&P Sheets\Typical Details - Sweitz.dwg)
Layout Tab: TYPICAL DET 1 Date: 04/28/2022 Time: 09:25:19 AM

BID SHEET

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

HIDALGO COUNTY PRECINCT 4 - RIO GRANDE CARE ROAD STORMWATER PROJECT

ARPA-22-124-064

ESTIMATOR: GILBERTO AGUIRRE EIT/OMAR ANZALDUA PE DATE: 04/12/2022 (E-21-045)

SAMPLE

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

Item No.	Spec No.	Estimated Quantity	Unit	Item Description		Unit Price In Figures	Total Extension In Figures
1	2092	1	EA	24" IN-LINE CHECK VALVE (INSTALLATION ONLY)	Five Thousand Two DOLLARS No CENTS	$ 5,002.00	$ 5002.00
2	2221	781	LF	REMOVE EXISTING PIPE	Five DOLLARS No CENTS	$ 5.00	$ 3905.00
3	2315	8209	LF	RE-GRADE ROADSIDE DITCH	Eight DOLLARS No CENTS	$ 8.00	$ 65,672.00
4	2951	48	SY	CUT & RESTORE CONCRETE DRIVEWAY	One Hundred DOLLARS No CENTS	$ 100.00	$ 4,800.00
5	2951	126	SY	CUT & RESTORE HMAC DRIVEWAY	Fifty DOLLARS Fifty CENTS	$ 50.50	$ 6.363.00
6	2951	404	SY	CUT & RESTORE CALICHE DRIVEWAY	Forty five DOLLARS No CENTS	$ 45.00	$ 18,180.00
7	3310	18	CY	CONC RIP RAP	Five Hundred DOLLARS No CENTS	$ 500.00	$ 9,000.00

TOTAL BASE BID IN WORDS	BID IN FIGURES
One hundred twelve thousand nine hundred twenty two DOLLARS No CENTS	$112,922.00

ALTERNATE 1

8	2611	781	LF	18" RG RCP-CL III (BEDDING & BACKFILL COMPLETE IN PLACE)	Eighty six DOLLARS No CENTS	$ 86.00	$ 67,166.00
9	2611	88	LF	24" RG RCP-CL III (BEDDING & BACKFILL COMPLETE IN PLACE)	One hundred DOLLARS No CENTS	$ 100.00	$ 8,800.00

TOTAL ALTERNATE 1 BID IN WORDS	BID IN FIGURES
Seventy five thousand nine hundred sixty six DOLLARS No CENTS	$75,966.00

Item No.	Spec No.	Estimated Quantity	Unit	Item Description		Unit Price In Figures	Total Extension In Figures
ALTERNATE 2							
10	2510	781	LF	18" HPP (BEDDING & BACKFILL COMPLETE IN PLACE)	Eighty two dollars Fifteen cents	$ 82.15	$ 64,159.15
11	2510	88	LF	24" HPP (BEDDING & BACKFILL COMPLETE IN PLACE)	Ninety six dollars Thirty cents	$ 96.30	$ 8474.40

TOTAL ALTERNATE 2 BID IN WORDS		BID IN FIGURES
Seventy two thousand six hundred thirty three	DOLLARS	$72,633.55
Fifty five	CENTS	

MO - MONTHS
LF - LINEAR FEET
EA- EACH
SY- SQUARE YARD(S)
CY- CUBIC YARD(S)
LS- LUMP SUM

COMPANY: The 5125 Company
PHONE NUMBER: 956-583-5125
AUTHORIZED SIGNATURE: Pat Espericueta
PRINTED NAME: Pat Espericueta
TITLE: President

2812 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

May 17, 2022

RE: ADDENDUM NO. 1
For RFB NO.: 22-0272-05-31-MGN
"Rio Grande Care Road Stormwater Project"

Dear Respondents:

Attached you will find **ADDENDUM NO. 1,** in connection with Hidalgo County's Request for Bids **"Rio Grande Care Road Stormwater Project"** for Precinct 4.

If you do not receive all items listed in **ADDENDUM NO. 1** please notify us immediately via email at maria.gaytan@co.hidalgo.tx.us, or by phone at (956) 318-2626, ext. 4879

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

Thank you for your prompt attention to this matter.

Eduardo Belmarez, MBA, CPM
Hidalgo County Purchasing Director

ADDENDUM NO. 1

RFB No. 22-0272-05-31-MGN

"Rio Grande Care Road Stormwater Project"

PLEASE NOTE THE FOLLOWING CHANGES:

1. Submission Outline/Checklist
    - Modify to read **Appendix "C" – Insurance & Bid Bond Requirements"**
2. Appendix C –Insurance Requirements
    - Cover Page modify to read **Insurance & Bid Bond Requirements**
    - Added **Bid Bond Form.**

I acknowledge receipt of ADDENDUM NO. 1 dated, May 17, 2022, for the Request for Bids **"Rio Grande Care Road Stormwater Project" for Hidalgo County Precinct 4.**

BY: _____

Signature

Print Name: _____

Company Name: _____

Date: _____

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 within this solicitation:

_____ Cover Sheet
- Company Name, Company Address, Company Phone Number
- Project Name: **"Rio Grande Care Road Stormwater Project"**
- Procurement Number: RFB No. 22-0272-05-31-MGN
- Opening Date: Tuesday, 31, 2022
- Opening Time: 2:00 PM

_____ Table of Contents

_____ Required Documents

- _____ Legal Notice Acknowledgement
- _____ Appendix "B" - Bid Page
- _____ Appendix "C" - Insurance & Bid Bond Requirements
  - Proof of Insurance
  - Insurance Requirement Acknowledgement
  - Project Requirements Acknowledgement
- _____ Appendix "D" - Conflict of Interest Questionnaire
  - CIQ Form - Copy of County Clerk File with fee receipt (when applicable)
- _____ Appendix "E" - Vendor Forms
  - Vendor Enrollment Solution Form
  - HUB Declaration
- _____ Appendix "F" - Certification Regarding Debarment
  - Signed Certification
  - SAM.gov Registration Acknowledgement
- _____ Appendix "H" - Contracts Under Federal Award 2 - CFR 200
  - Byrd Anti-Lobbying Contract Clause
  - 2 CFR 200 Certification
- _____ Appendix "J" - Respondent's Affidavit
- _____ Appendix "L" - Deficiencies and Deviations Form (when applicable)
- _____ Addenda (when applicable; see Addenda under Legal Notice)

Appendix C

INSURANCE & BID BOND REQUIREMENTS

HIDALGO COUNTY

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned _____

_____ as Principal, and _____

_____ as Surety, are hereby held and firmly bound

unto _____ as OWNER in the penal sum of _____

_____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2_____.

The condition of the above obligation is such that whereas the Principal has submitted to _____

_____ a certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for the

_____

_____

_____

_____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and Shall furnish a BOND for his faithful performance of said contract, and the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation is herein stated.

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

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

_____(L.S.)
Principal

_____
Surety

By:_____

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

2812 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

May 26, 2022

RE: ADDENDUM NO. 2
For RFB NO.: 22-0272-05-31-MGN
"Rio Grande Care Road Stormwater Project"

Dear Respondents:

Attached you will find **ADDENDUM NO. 2,** in connection with Hidalgo County's Request for Bids **"Rio Grande Care Road Stormwater Project"** for Precinct 4.

If you do not receive all items listed in **ADDENDUM NO. 2** please notify us immediately via email at maria.gaytan@co.hidalgo.tx.us, or by phone at (956) 318-2626, ext. 4879

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

Thank you for your prompt attention to this matter.

Eduardo Belmarez, MBA, CPM
Hidalgo County Purchasing Director

ADDENDUM NO. 2

RFB No. 22-0272-05-31-MGN

"Rio Grande Care Road Stormwater Project"

PLEASE NOTE THE FOLLOWING CHANGES:

Question 1: What is the Engineer's estimated cost?

Answer: Information not available at this time.

Question 2: What is the estimate cost for the following (2) projects? (Rio Grande Care Road Stormwater and Colonia Tejana Stormwater)

Answer: Information not available at this time.

Question 3: Can references be attached on a separate sheet of paper?

Answer: This project omitted Appendix "M" Reference Form page.

However, make reference to Appendix "A-1" Statement of Credentials.

Question 4: Existing pipe will county want it or do we haul it off.

Answer: If the pipe is in good condition and deemed salvageable by HCDD1, we can take the pipe.

I acknowledge receipt of ADDENDUM NO. 2 dated, May 26, 2022, for the Request for Bids **"Rio Grande Care Road Stormwater Project"** for Hidalgo County Precinct 4.

BY: _____

Signature

Print Name: _____

Company Name: _____

Date: _____

2812 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

[Type here]

July 12, 2022

Pat Espericueta
President
The 5125 Company
3914 Rio Grande Care Road
Edinburg, TX 78541

Delivered via email: pe5125@aol.com

Re: NOTICE TO PROCEED
Project No. 22-0272-07-12
Hidalgo County Precinct 4 Rio Grande Care Road Stormwater Project

Dear Pat Espericueta,

In accordance with the aforementioned contract, you are hereby notified to commence all work that was approved by Commissioner's Court on July 12, 2022, via Agenda Item 86417.

Mutually Agreed Upon Commencement Date: _____, 2022.

All work must be completed in accordance with Contract No. C-22-0272-07-12, dated July 12, 2022, as approved by Hidalgo County.

If any further assistance is required, please do not hesitate to call Maria Gaytan, Contract Specialist I at (956) 318-2626, extension 4879.

Sincerely,

Eduardo Belmarez, MBA, CPM
Hidalgo County Purchasing Director

Receipt of this Notice to Proceed is hereby acknowledged by The 5125 Company on the _____day of July, 2022.

Print Name Signature Title