



CAMERON COUNTY

CAMERON COUNTY COMMISSION

Hon. Eddie Trevino, Jr.	County Judge
Ms. Sofia C. Benavides	County Commissioner, Pct. 1
Mr. Joey Lopez	County Commissioner, Pct. 2
Mr. David A. Garza	County Commissioner, Pct. 3
Mr. Gustavo C. Ruiz	County Commissioner, Pct. 4

BID NO. 190801

CAMERON COUNTY CEDAP PHASE 2 FM 511-802 HOME YARDLINE CONNECTIONS PROJECT



RESPONSE DUE: AUGUST 27, 2019

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**CAMERON COUNTY
PURCHASING DEPARTMENT
INVITATION TO BID**

BID NUMBER: 190801

BID TITLE: CAMERON COUNTY CEDAP PHASE 2 – FM 511-802 HOME YARDLINE CONNECTIONS PROJECT

DATE DUE: August 27, 2019

DUE NO LATER THAN 11:00 A.M.

Bids/ RFP's / RFQ's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 at 11:01 a.m. (as per Purchasing Dept. time clock) on deadline due date.

Bids received later than the date and time above will not be considered.

Please return bid ONE (1) ORIGINAL in sealed envelope. Be sure that return envelope shows the Bid Number, Description and is marked "SEALED BID".

RETURN BID BY U.S. MAIL OR DELIVERED TO:

**The Office of Purchasing Dept., County Courthouse (Dancy Bldg.)
1100 E. Monroe St, 3rd Floor, Room 345, Brownsville, Texas 78520.**

PRE BID MEETING: Tuesday August 20, 2019 AT 10:00 A.M. at Brownsville Public Utilities Board Purchasing Conference Room 1425 Robinhood Dr., Brownsville, TX 78520 Ph. (956) 986-6364

For additional information or to request addendum contact: Mike Forbes, Purchasing Agent, via email at mforbes@co.cameron.tx.us or purchasing@co.cameron.tx.us.

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Historically Underutilized Business (State of Texas) Certification VID Number: _____

Telephone No. _____ Fax No. _____ e-mail: _____

Print Name: _____ Signature: _____

How did you find out about this Bid? _____ (ex: Newspaper, Web, Mail)

Is Bidder's principal place of Business within Cameron County? Yes - No

If yes what City: _____

(Your signature attests to your offer to provide the goods and/or services in this bid according to the published provision of this bid. When an award letter is issued, this Bid becomes the contract. If a Bid required specific Contract is to be utilized in addition to this Bid, this signed Bid will become part of that contract. When an additional Contract is required a Bid award does not constitute a contract award and Bid / Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

CHECK LIST

Items checked below represent components which comprise this bid/proposal package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/proposal. Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Offeror's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your bid packet.

- Cover Sheet**
Your company name, address and your signature (**IN INK**) should appear on this page.
- Instructions to Bidders**
You should be familiar with all of the Instructions to Bidders.
- Special Requirements**
This section provides information you must know in order to make an offer properly.
- Specifications / Scope of Work**
This section contains the detailed description of the product/service sought by the County.
- Attachments A, B, C, D, E, F, F-2, G, H, I**
(Be sure to complete these forms and return with packet.)
- Bid Guaranty & Performance Bond Information & Requirements**
This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond in a form approved by the County. Please read carefully and fill our completely.
- Minimum Insurance Requirements**
Included when applicable
- Worker's Compensation Insurance Coverage Rule 110.110**
This requirement is applicable for a building or construction contract.
- Financial Statement**
When this information is required, you must use this form.

Other - Final Reminders to double check before submitting BID/RFP/RFQ

- Is your bid sealed with bid #, title, Bidder Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- Did you complete and submit attachments A, B, C, D, E, F, F-2, G, H, I, J?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website www.co.cameron.tx.us/purchasing/specs_notices.htm for any addendums?

If not interested in Bidding please let us know why by feedback at:
www.co.cameron.tx.us/purchasing/feedback.htm

INSTRUCTIONS FOR SUBMITTING BIDS

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Bidder") on behalf of Solicitations including, but not limited to, Invitations to Bid.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples. Prior to returning your sealed bid response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web at: [http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp\(q\)_and_addms_and_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php) Addendums Column (updated Addendums). These Addendums must be signed and returned with your bid in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual Bid award information can be accessed at: [http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp\(q\)_and_addms_and_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php) Review this document in its entirety. Be sure your Bid is complete, and double check your Bid for accuracy.

Cameron County is an Equal Employment Opportunity Employer.

GOVERNING FORMS: 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 document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the bidder as such, in the columns to the right on the "Minimum Specifications' Forms". The County's specifications may be exceeded and should be noted by the Vendor as such. Any bid NOT MEETING the Minimum Requirements specified will be rejected.

GOVERNING LAW: This invitation to bid is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidders are further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this Bid, the Change(s) and addition(s) will be forwarded to all vendors involved (as quickly as possible) in the form of a written addendum only. Verbal changes to Bids must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to Bids will not apply.

Sign the Vendor's Affidavit Notice, complete answers to Attachments A, B, C, D, E, F, F-2, G, H, I, & J and return all with your Bid.

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions.

Conflict of Interest Questionnaire can be downloaded at the following web site:

<http://www.co.cameron.tx.us/purchasing/docs/conflictinterest.pdf>

DISCLOSURE OF INTERESTS:

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7th business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

Disclosure of Interest Form can be downloaded at the following web site:

<http://www.co.cameron.tx.us/purchasing/docs/DisclosureofInterest.pdf>

TEXAS ETHICS COMMISSION FORM 1295

All Bids prior to award or award of Contract by Commissioner's Court will require the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be emailed or delivered to County Purchasing Department making the request for form. This process must be completed prior to Commissioners Court Agenda for approval consideration of Bid award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab "Vendor – TEC Form 1295" for more information. TEC Web site links can be found at this location including Question/Answers and Video instructions. http://www.co.cameron.tx.us/administration/purchasing_department/index.php

BIDDER SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE BID PACKET. In the event of inclement weather and County Offices are officially closed on a bid deadline day, bids will be received until 2:00 p.m. of the next business day, for opening at upcoming Commissioner's Court meeting.

BIDS SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

BIDDERS MAY ATTEND PUBLICLY HELD COMMISSIONER'S COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding bidders are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: <http://www.co.cameron.tx.us/judge/agenda.htm>

SUCCESSFUL VENDOR WILL BE NOTIFIED BY MAIL. All responding vendors will receive written notification regarding the outcome of the award.

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other bidders, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your bid package.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR BID. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. Each bid shall be placed in a separate envelope completely and properly identified with the name and number of the bid. Bids must be in the Purchasing Department BEFORE the hour and date specified.
2. Bids **MUST** give full firm name and address of the bidder. Failure to manually sign bid will disqualify it. Person signing bid should show **TITLE** or **AUTHORITY TO BIND THE FIRM IN A CONTRACT**.
3. Bids **CANNOT** be altered or amended after deadline time. Any alterations made before deadline time must be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. The County is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN BID**. Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
5. Any Catalog, brand name or manufacturer's reference used in a bid invitation is descriptive-**NOT** restrictive-it is to indicate type and quality desired. Bids on brand of like nature and quality will be considered. If bid is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.
6. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the bidder on request, at his expense. Each sample should be marked with bidder's name, address, and County bid number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO BID**. County user Depts. reserves the right to make the final determination as to equivalents.
7. Written and verbal inquires pertaining to bids must give Bid Number and Company.
8. **NO** substitutions, changes or cancellations permitted without written approval of Purchasing Agent.
9. The County reserves the right to accept or reject all or any part of any bid, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total bid. Prices should be itemized. County also reserves the right to award either with or

without trade-in, if applicable. Cameron County retains the option to re-bid at any time if in its best interest and is not automatically bound to renewal or re-bid. . The County reserves the right to hold all Bids for 60 days from the due date of receipt without actions. The County reserves the right to add additional County Departments (at a later time during this bid award) as the need arises. The County also reserves the right to consider CO-OP Interlocal Agreements / pricing if determined to be more advantageous to the County.

10. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. . If both alphabetic and numeric (unit prices) are required and a discrepancy is found between both on the same line item whichever unit price confirms the line total will govern. If neither confirms then the alphabetic price will govern. If there is no line total requested then the alphabetic unit price shall govern. If combined / sum of line totals do not match the Bid total then the Bid total will be corrected to reflect the sum of the line totals. If there is a discrepancy between the alphabetic and numeric Base Bid Total / Total Bid amount, the alphabetic Base Bid Total / Total Bid will take precedence. Bids subject to unlimited price increase will not be considered, but limited to Preventive Maintenance Annual Local Labor Union Wage Rate adjustments. ALL PRICING WILL REMAIN FIRM UNLESS THIS BID ALLOWS FOR OPEN MARKET PRICE INCREASES (AS SO SPECIFIED WITHIN). When inserting number of days or percentage % in Bid (ex: number of days to deliver or install or complete work, etc. or percentage over vendor’s cost or percentage discount off list price) avoid using a range (ex: 30-90 days or 15% to 20 % cost plus) but use only one number for number of days or percentage. If a range is used the County will consider the higher number or worst case scenario from the County’s standpoint in making bid comparisons / tabulations.
11. This is a bid inquiry only and implies no obligation on the part of Cameron County.
12. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cameron County.
13. Partial bids will not be accepted unless awarded by complete category or line item. **To be awarded by Total Bid.**
14. It is expected that the bidder will meet all state and federal safety standards and laws in effect on the date of the bid for the item(s) being specified, and the particular use for which they are meant.
15. It is the responsibility of the bidder to ask any and all questions the bidder feels to be pertinent to the bid. Cameron County shall not be required to attempt to anticipate such questions for bidders or. Cameron County will endeavor to respond promptly to all questions asked.

PURCHASE ORDER AND DELIVERY: The successful Bidder shall not deliver products or provide services without a Cameron County Purchase Order, signed by an authorized agent of the Cameron County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the Bidder in the proper place on the Pricing/Delivery Information form. 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 using 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 Cameron County without prejudice to other remedies provided by law. **Where delivery times are critical, Cameron County reserves the right to award accordingly.**

NO PLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of their intention to cure and may then make a conforming tender within the contract time but not afterward.

PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

DELIVERY TERMS AND TRANSPORTATION CHARGES: Bid must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bidder list.

An accurate delivery date must be quoted on the "Bid Form". When there are various items, a delivery date must be included with each item quoted. Freight and shipping charges to Cameron County must be included in the bid price. Final location will be supplied to the vendor on award of bid, F.O.B. destination. Delivery locations will be: Various County Building locations. Delivery days after receipt of order (ARO). Specify all (various) dates by categories or item if different _____.

If delay is foreseen, contractor shall give written notice to Director of Purchasing. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.

Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless otherwise noted in bid.

VARIATION IN QUANTITY: The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

TITLE AND RISK OF LOSS: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

INSPECTION: Upon receiving item(s), they will be inspected for compliance with the Bid Specifications. If the item(s) do not pass inspection, the vendor will be required to pick up the rejected item(s) at the delivery point, provide the necessary replacement, and return the item(s) to the original point of delivery.

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage (Cameron County prefers recycled packaging whenever possible), unless otherwise indicated in bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.

Cameron County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

TESTING: Cameron County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.

SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

INVOICES AND PAYMENTS: (a) The vendor shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: **Cameron County, ATTN: Auditor's Office, 1100 East Monroe St., Brownsville, Texas 78520.** Payment shall not be due until the above instruments are submitted after delivery or services rendered. Our Vendors must keep the Auditor advised of any changes in your remittance addresses. (b) County's only obligation to pay Vendor is to pay from funds budgeted and available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by the County. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the Vendor for correction. Under term contracts, when multiple deliveries and/or services are required, the Vendor 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. Prior to any and all payments made for good and/or services provided under this contract, the Vendor should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron 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 Services.

Vendor shall submit seven (7) original itemized invoice showing BID number and purchase order number to:

**CAMERON COUNTY AUDITOR
ACCOUNTS PAYABLE
1100 EAST MONROE ST.,
BROWNSVILLE, TEXAS 78520**

Please note that any payment due under this bid award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Cameron County.

PAYMENT DISCOUNT: Indicate the payment discount(s) available depending on when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc. Payment in full will be made within thirty (30) days of delivery, inspection, and receipt of invoice. All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this BID in excess of the amounts quoted.

Bid Title _____ Bidders Name _____

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this bid.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work: _____

THIS FORM MUST BE RETURNED WITH YOUR BID.

AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, A Notary Public in and for the State of Texas, on this day personally appeared

who, after having first been duly sworn, upon oath did depose and say;

That the foregoing bid submitted by _____ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder. The bidder is not a member of any trust, pool, or combination to control the price of products or services bid on, or to influence any person to bid or not to bid thereon. I further affirm that the bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. The contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

Telephone number _____

Fax number _____

Signature _____

Name: _____

Title: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ day of _____, 20__.

Notary Public in and for the State of Texas

THIS FORM MUST BE RETURNED WITH YOUR BID

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Cameron County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

“Nonresident bidder” refers to a person who is not a resident.

“Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident
(Company Name)

Bidder of Texas as defined in Government Code §2252.001.

I certify that _____ is a Nonresident
(Company Name)

Bidder as defined in Government Code §2252.001 and our principal place of business is

(City and State)

THIS FORM MUST BE RETURNED WITH YOUR BID

BIDDERS PROHIBITED TO LOBBY COUNTY OFFICIAL(S) RULE

CAMERON COUNTY EXPRESSLY REQUESTS THAT BIDDERS / PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S / PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS / PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-BID OR PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT /PURCHASING DEPARTMENT AT ANY TIME.

FROM BID OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS SHALL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS BID.

- 01. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to Bid/RFP/RFQ, other than questions to the Assistant County Auditor/Purchasing Officer?

- 02. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any other Bidder or Proposer concerning this Invitation to Bid/RFP/RFQ?

Signature of person submitting this Bid

Date

THIS FORM MUST BE RETURNED WITH YOUR BID

Certification Regarding Debarment, Suspension Ineligibility

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

THIS FORM MUST BE RETURNED WITH YOUR BID

Architects, Engineers, Construction

The applicant certifies, to the best of his or her knowledge and belief, that the information noted below for it and its principals are accurate:

a. List all previous law suits with Public entities and the results of such suits over the past 7 years.

b. List all projects that have exceeded Budget, what % over budget and why – over the past 5 years.

c. List all projects that have exceeded the project completion due date, how many days over and why – over the past 5 years.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

THIS FORM MUST BE RETURNED WITH YOUR BID
(Attach pages if necessary due to space limitations)

Certification Regarding Resolution Requiring Minimum Wage Rate

As is required by Resolution No. 2008R12092:

A RESOLUTION IN SUPPORT OF MAINTAINING A HIGHER MINIMUM WAGE REQUIREMENT FOR ALL CONTRACTORS DOING WORK FOR CAMERON COUNTY

The applicant (Bidder) certifies, to the best of his or her knowledge and belief, that the Prime Contractor and Subcontractor contracts shall explicitly include a **minimum wage of \$8.50 per hour for all full time and part time employees** hired by the prime and subcontractors for any and all work performed for Cameron County in this Bid.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the Bidder/Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

THIS FORM MUST BE RETURNED WITH YOUR BID

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.

OFFICE USE ONLY

This questionnaire is being filed in accordance with Chapter 176, Local Government by a vendor who has a business relationship as defined by Section 176.001 (1-a) with a 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 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.

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 incomplete or inaccurate.)

3. Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

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

A Is the local government officer named in this section receiving or likely to receive taxable income, other than 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 named in this section AND the taxable income is not received from the local governmental entity?

Yes No

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

Yes No

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

4.

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

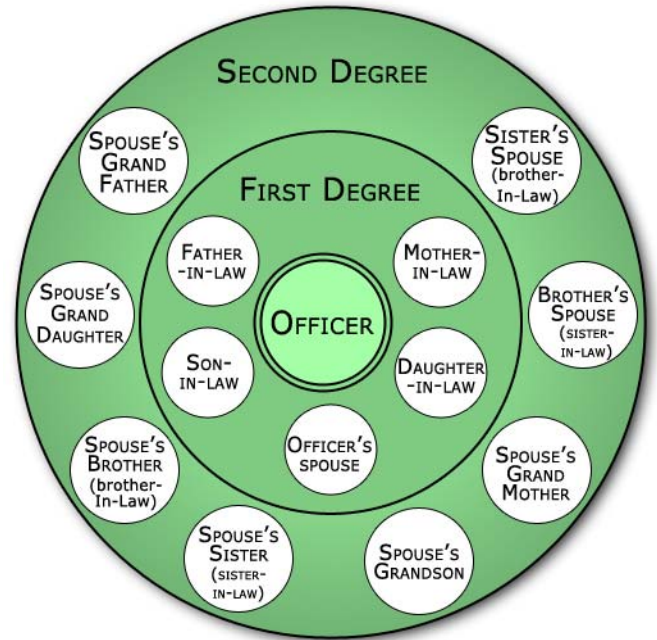
NEPOTISM CHART

The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

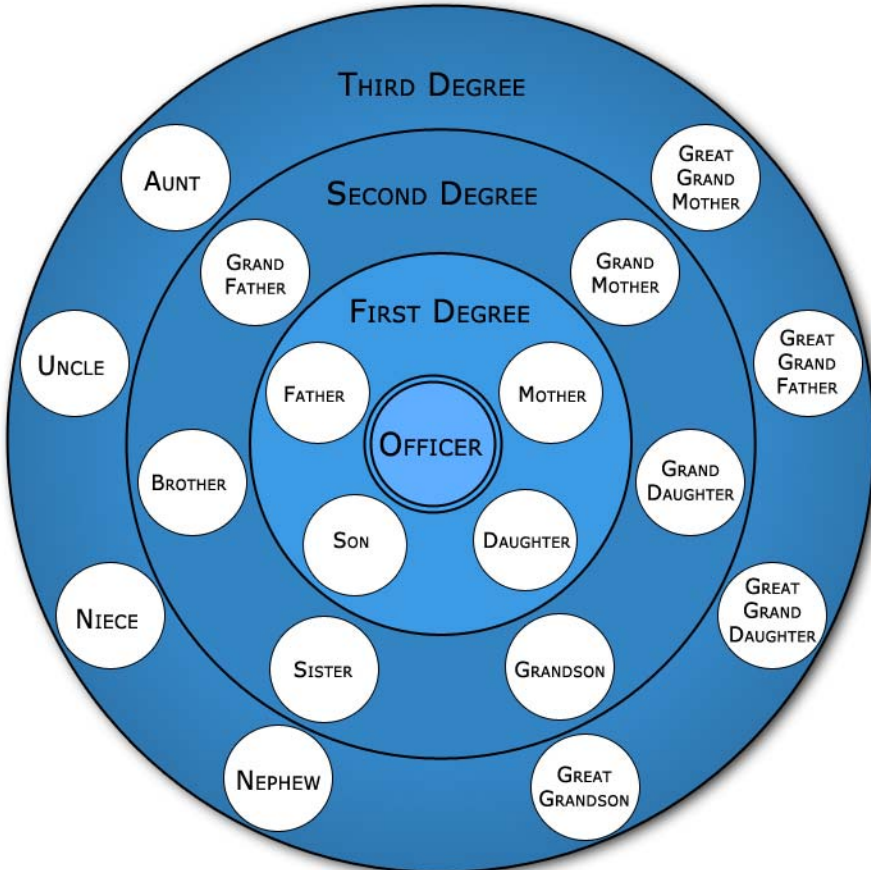
AFFINITY KINSHIP

Relationship by Marriage



CONSANGUINITY KINSHIP

Relationship by Blood



DISCLOSURE OF INTERESTS

MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFQ
IF DISCLOSING: BIDDER/PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK’S
OFFICE.
THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER’S BEHALF

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with “N/A.” By law this questionnaire must be filed with the records administrator (County Clerk’s Office) of the local government.

Date _____

FIRM NAME: _____

ADDRESS: _____

FIRM is: 1. Corporation () 2. Partnership () 3. Sole Owner ()
 4. Association () 5. Other () _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

- 1. State the names of each “employee, elected official, or member of Commissioners Court” of Cameron County having Substantial Interest in Business Entity Local Govt. Code 171.002
 - a) For purpose of this chapter, a person has a substantial interest in a business entity if:
 - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
 - (2) funds received by the person from the business entity exceeds 10 percent of the person’s gross income for the previous year.
 - b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
 - c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

Name	Title	Department

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: _____ Title: _____
 (Type or Print)

Signature of Certifying Person: _____ Date: _____

THIS FORM MUST BE RETURNED WITH YOUR BID



HOUSE BILL 89 VERIFICATION (REVISED)

I, _____,
[Person Name]

the undersigned representative of _____
[Company or Business Name]

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

1. Does not currently boycott the country of Israel; and
2. Will not boycott the country of Israel during the term of the contract with Cameron County, Texas.

Signature: _____

Date: _____

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.
3. Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 – exemptions).

EXEMPTIONS APPLY TO THE FOLLOWING:

- between a governmental entity and a company with less than 10 full-time employees
- has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity

THIS FORM MUST BE RETURNED WITH YOUR BID

GENERAL TERMS & CONDITIONS
(Requests for Bids (RFB))

ADDENDA: If RFB specifications, terms or conditions are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the changes and notify interested potential bidders. Bidders must acknowledge receipt and consideration of any such changes by signing the addendum and including it in the package containing the Bidder's submittal.

ADVERTISING: Unless otherwise required by law, bidders responding to County RFBs shall not publish and shall keep confidential their intentions and actions respecting any response to the RFB.

AWARD: Cameron County may hold RFB responses for a period of sixty (60) days. Cameron County reserves the right to reject any or all responses to RFBs. Cameron County reserves the right to award a contract, if any, based on the bidder's response when compared to the EVALUATION CRITERIA (AS STATED IN THE RFB) and, in accordance with the laws of the State of Texas, reserves the right to waive any formality or irregularity, to make awards to more than one bidder. Commissioners Court reserves the right to determine the method and procedures for the final award of the bid at any time they may choose, regardless of the Point System used by the Evaluation Committee.

BONDS: If the contract that may be entered into with the County will likely require a performance guarantee or bond, the Purchasing Department will attach a separate page to the RFB explaining those requirements.

CANCELLATION AND TERMINATION: In any contract resulting from the RFB, the County shall have the right to cancel all or any part of the undelivered portion of the contract if (1) Bidder breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or the (2) Bidder becomes insolvent or files for bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Cancellation of work hereunder shall be effected by the delivery of a "Notice of Cancellation of Undelivered Work" specifying the extent to which performance of work, including all goods and services, under the contract is cancelled and the date upon which such cancellation becomes effective.

The performance of work under any resulting contract may be terminated in whole, or in part, by the County in accordance with this provision. The County shall have the right to terminate all or any part of the contract if (1) the Bidder breaches any of the terms hereof, including, but not limited to, applicable warranties, and/or (2) Bidder becomes insolvent or files for bankruptcy. Such right of termination is in addition to, and not in lieu of, any other remedies which the County may have in law or equity. Termination of work hereunder shall be effected by the delivery of a "Notice of Termination" specifying the extent to which performance of work, including all goods and services, under the contract is terminated and the date upon which such termination becomes effective.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Bidder and the County.

CONTRACT RENEWALS: Contract Renewals must receive Commissioners Court approval. For contract renewal status and information, please contact Elisa Cisneros at 956-982-5405 e-mail: Elisa.Cisneros2@co.cameron.tx.us Cameron County Purchasing Dept. or Dylbia Jeffries 956-550-1340

djefferies@co.cameron.tx.us at the Cameron County Civil Legal Division. Any price escalations are limited to those stated by the original contract terms. All contracts with a one (1) year renewal option require that the Bidder must notify Cameron County of any anticipated price increases in writing at least three months (90 calendar days) prior to the annual renewal award date unless otherwise specified within the specific provisions of the contract up for renewal. This allows the County sufficient time to find an alternative vendor, if possible. If Bidder fails to notify the County within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any contract which allows for Open Market Price increases or Cost allowance increases.

DISCRIMINATION: In order to encourage fair employment practices, the Bidder agrees as follows: 1.) Bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the Bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the Bidder will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the Bidder to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in a whole or in part as a result thereof..

DISQUALIFICATION OF BIDDER: Upon submitting a response to this RFB, Bidder certifies that the Bidder 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, and has not communicated directly or indirectly its RFB considerations, plan or response to any competitor or any other person engaged in such line of business. Any and all responses may be rejected if the County believes that collusion exists among the Bidders. If multiples are submitted by a Bidder and, after all responses to the RFBs are opened one or more of the responses are withdrawn the result will be that all of the responses submitted by that Bidder will be withdrawn; however, nothing herein prohibits a Bidder from submitting multiples for different products or services.

EVALUATION: All responses will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria bearing on price, and performance of the items or services in the user environment. Any specific criteria section or sections identified elsewhere in the RFB response may be evaluated by one or more evaluators once the basis and details of this process have been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to Bidders and the Commissioners Court upon request. Evaluation sheets and any summary of all responses are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFB requirements, delivery terms and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this RFB). The Cameron County Purchasing Department reserves the right to contact any Bidder, at any time, to clarify, verify or request information with regard to that Bidder's response.

PROTEST PROCEDURES: Procedure - This protest procedure is available to Bidders responding to this RFB and requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFB award by the Cameron County

Commissioners' Court. Debriefing questions must be submitted in writing to the Purchasing Department no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up questions must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFBs, Bidders are given the opportunity to ask questions of the Evaluation Committee relative to their responses and the Committee's scores.

Protests are made: 1. To the Purchasing Department after the debriefing conference. Bidder protests shall be received, in writing, by the Purchasing Department within five (5) business days after the debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not satisfactorily resolved. Protests to the Protest Committee shall be made within five (5) business days after the Bidder has received notification from the County Purchasing Department of its decision.

Grounds for protest:

1. Errors were made in computing the score.
2. The County failed to follow procedures established in the RFB, the Purchasing policy on acquisitions or applicable state or federal laws or regulations.
3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting Bidders shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Bidders shall, at a minimum, provide:

1. Information about the protesting Bidder; name of firm, mailing address, phone number and name of individual responsible for submission of the protest.
2. Information about the acquisition and the acquisition method.
3. Specific and complete statement of the County's action(s) being protested. 4. Specific reference to the grounds for the protest.
4. Description of the relief or corrective action requested.
- 5.. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process:

1. Upon receipt of a Bidder's protest, the Purchasing Department shall postpone further steps in the acquisition process until the Bidder protest has been resolved.
2. The Department's internal protest review procedures consist of the following:
 - a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the Bidder.

b) A written decision will be delivered to the Bidder within five business days after receipt of the protest, unless more time is needed. The protesting Bidder shall be notified if additional time is necessary.

Final Determination:

The final determination shall:

1. Find the protest lacking in merit and uphold the agency's action; or
2. Find only technical or harmless errors in the agency's acquisition process, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include recommendations to a) correct its errors and reevaluate all RFBs, and/or b) reissue the Bidder solicitation document; or c) make other findings and determine other courses of action as appropriate.

Protest Committee Review Process:

Protests to the Protest Committee may be made only for Protest Committee approved acquisitions, and only after review by County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest Committee within five business days after the decision of Purchasing Department in order to be considered. The Committee's decision is final, with no further administrative appeal available.

FISCAL FUNDING: A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a "fiscal funding out" clause. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the Bidder from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the Bidder.

GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. Attached and included in this RFB is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exist) which must be filled out, attached and included with the RFB response. The County may, by written notice to the Bidder, cancel this contract without liability to Bidder if it is determined by County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Bidder, or any agent, or representative of the Bidder, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performance of such a contract. In the event this contract is cancelled by County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the costs incurred by Bidder in providing such gratuities. Consistent and continued RFB responses that end in a tie could cause rejection of any RFB response by the County and/or investigation for Anti-Trust violations. Bidder guarantees that he has not retained a person to solicit or

secure any contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Bidder for the purpose of securing business.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION: If Bidder is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your RFB response. This information will assist Cameron County in the percentage tracking of HUB utilization.

INSURANCE: The Bidder shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the Bidder and the interests of the County against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the County. It shall be the responsibility of the Bidder to maintain adequate insurance coverage at all times. Failure of the Bidder to maintain adequate coverage shall not relieve the Bidder of any contractual responsibility or obligation.

MAINTENANCE: Maintenance required for equipment requested in RFBs should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Cameron 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.

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

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict responses to RFBs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard common to similar existing items. Bidders may offer items of equal stature and standard, but the burden of proof of such stature and standard rests with Bidders. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

PRICING: Prices for all goods and/or services shall be firm for the duration of the contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the term of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Bidder and included in the price. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

RECYCLED MATERIALS: Cameron 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. County will be the sole judge in determining product preference application.

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

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 practices are 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. The manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item needed in the RFB. Substitute items will not be accepted unless approved (in advance).

SUPPLEMENTAL MATERIALS: Bidders are responsible for including all pertinent product data in the returned RFB package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFB package 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 Bidder wishes to include as a condition of an RFB response, must also be in the returned in the RFB response package. Failure to include all necessary and proper supplemental materials may be cause to reject the Bidder's entire RFB.

TITLE TRANSFER: Title and Risk of Loss of goods shall not pass to Cameron County until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFB package and/or on the Purchase Order as a "Deliver To:" with the address.

USAGE REPORTS: Cameron County reserves the right to request, and receive at no additional cost up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Cameron County department with a description, of each item purchased, including the manufacturer, quantity of each item purchased, the per unit and extended price of each item purchased, and the total amount and price of all items purchased.

WARRANTY PRICE: (a) The price to be paid by the County shall be that contained in Bidder's response to the RFB which Bidder warrants to be no higher than Bidder's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Bidder breaches this warranty, the prices of the items shall be reduced to the Bidder's current prices on orders by others, or in the alternative, County may cancel this contract without liability to Bidder for breach or Bidder's actual expense.

(b) The Bidder warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Bidder for the purpose of securing business. For breach or violation of this warranty, the County shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFB.

Bidders may not limit or exclude any implied warranties.

Bidder warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and

O.S.H.A. Act of 1970. In the event any product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Bidder's expense. If Bidder fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Bidder's expense.

WARRANTY ITEMS/PRODUCTS: Bidder warrants that products sold and services provided to the County shall conform to the highest commercial and/or professional standards in the industry and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the Bidder's expense. If Bidder fails to make the appropriate correction within a reasonable time, Cameron County may correct at the Bidder's expense.

Bidder shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

Bidder warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFB invitation and to the sample(s) furnished by Bidder, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice.

Items supplied under this contract shall be subject to the County's approval. Successful Bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Bidder at no expense to the County.

SAFETY WARRANTY: As noted above, Bidder warrants that the products sold to County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, County may return the product for correction or replacement at the Bidder's expense. In the event Bidder fails to make the appropriate correction within a reasonable time, correction made by County will be at Bidder's expense. Have you attached the required warranty information to the RFB (if applicable)? "Yes" or "No"

APPLICABLE LAW

To the extent it is applicable, this agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement. Otherwise, Texas state and federal law shall apply.

ASSIGNMENT DELEGATION: No right, obligation or interest in this contract shall be assigned or delegated to another by Bidder without the written permission of the County. Any attempted assignment or delegation by Bidder shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

CONTRACT OBLIGATION: Cameron County Commissioners Court must award any resulting contract and the County Judge or other person authorized by the Cameron County Commissioners Court must sign the contract before it becomes binding on Cameron County or the Bidder. Department Heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this RFB have been delivered and accepted and all contract requirements have been satisfied

ERRORS AND OMISSIONS: Errors and Omissions in the RFB or any provision herein described will not be construed as to relieve the Bidder of any responsibility or obligation requisite to the complete and satisfactory implementation, operation, and support of all obligations under any resulting contract.

FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this RFB and any resulting contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

HOLD HARMLESS AGREEMENT: The successful Bidder, shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from Bidder's performance. Bidder shall procure and maintain, with respect to the subject matter of this RFB, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Bidder's liability as may arise directly or indirectly from work performed and goods or services sold and under the terms of this RFB. Certification of such coverage must be provided to the County upon request.

INFRINGEMENTS: There will be no warranty by County against infringements. As part of this contract for sales, Bidder agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. County makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall County be liable to Bidder for indemnification in the event Bidder gets sued on the grounds of infringement or the like. If Bidder is of the opinion that an infringement or the like will result, Bidder shall notify County to that effect in writing within two (2) weeks after the signing of this agreement. If County does not receive notice and is subsequently held liable for the infringement or the like, Bidder will hold County harmless. If Bidder in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that County will pay Bidder the reasonable cost of Bidder's search as to infringement. The Bidder agrees to protect the County from claims involving infringement of patents or copyrights.

INTERPRETATION PAROLE EVIDENCE: Unless a separate contract or addendum hereof is prepared and entered into following the award of this RFB to a successful bidder, this writing is intended by the parties as a final expression of the terms of this RFB and the general terms of any resulting contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term. Acceptance or acquiescence in a course of performance rendered under this RFB and any resulting contract shall not be relevant to determine meaning even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the

Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control, if applicable.

LATE RESPONSES: RFB responses must be received by the County before the hour and date specified. Responses received after the time and date specified will be disqualified and may be returned to sender. The County is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

O.S.H.A: Bidder must meet all Federal and State OSHA requirements.

REMEDIES: The successful Bidder and County agree that both parties have all rights, duties, defenses and remedies available under law.

RIGHT TO ASSURANCE: During the RFB process and any resulting contract, whenever a Bidder or the County in good faith has reason to question the other's intent to perform, demand may be made that the other party give written assurance of intent. In the event that a demand is made and no assurance is given within five (5) days, such failure may be treated as an anticipatory repudiation of the RFB and any resulting contract.

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.

VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

BIDDER SHALL CONFIRM ACCEPTANCE OF RFB TERMS: The Bidder shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFB.

THESE TERMS INCORPORATED: These General Terms and Conditions shall be incorporated in the response to the RFB and any resulting contract. The Bidder shall specifically state acceptance of these terms and conditions as a basis for providing the County with a response to this RFB.

OTHER TERMS: The Bidder shall state any exceptions desired to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The County may accept or reject any suggestions in accordance with law.

**CAMERON COUNTY
TDA CONTRACT 7216135
INVITATION FOR SEALED BIDS
BID # 190801**

The County of Cameron will receive bids for the construction of the **CAMERON COUNTY CEDAP PHASE 2 - FM 511-802 Home Yardline Connections Project funded in part by TDA Contract 7216135**. Bids must be received in the County Purchasing Department no later than Tuesday August 27, 2019 at 11:00 a.m. (as per Purchasing Dept. time clock). Bids must be addressed and sent to the Cameron County Purchasing Department at County Courthouse (Dancy Building), 1100 East Monroe Street, Suite 345, Brownsville, TX 78520. Bids will be opened in the Purchasing Department - 3rd Floor, Room # 345 at 11:01 a.m. on deadline date. Bids must include one (1) original Bid. Bid envelope must be titled / referenced:

ATT: Purchasing Dept.

Sealed Bid #190801.

Project Name: CAMERON COUNTY CEDAP PHASE 2- FM 511-802 HOME YARDLINE CONNECTIONS PROJECT

Bids are invited for several items and quantities of work as follows:

1. Installation of residential yard-line connections with all associated appurtenances.
2. Decommissioning of existing on-site sewage facilities (OSSF).

Copies of the Contract Documents and Specifications may be obtained at the following website http://www.co.cameron.tx.us/administration/purchasing_department/index.php. For additional information or questions related to the bid construction plans/specifications, please contact Alfredo J. Resendez, P.E. at (956) 983-6572 or aresendez@brownsville-pub.com. A pre-bid conference will be held in the BPUB Purchasing Conference Room at 1425 Robinhood Dr., Brownsville, TX 78520 on **Tuesday August 20, 2019 at 10:00 a.m.**

A bid bond in the amount of 5% of the bid issued by an acceptable Surety shall be submitted with each bid. A certified check or bank draft payable to Cameron County or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Texas Department of Agriculture and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age, or national origin. Cameron County reserves the right to reject any or all bids or to waive any informalities in the bidding. Bids may be held by Cameron County for a period not to exceed (sixty) 60 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders qualifications prior to the contract award.

All contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project. For additional information Contact: Mike Forbes, Purchasing Agent, via email at mforbes@co.cameron.tx.us or purchasing@co.cameron.tx.us.

**CAMERON COUNTY IS AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER
Small and minority firms are encouraged to submit bids on this project**

(Para una explicación de este aviso en español, favor de llamar al Departamento de Desarrollo del Condado de Cameron al (956) 544-0828).

INSTRUCTION TO BIDDERS FOR CONSTRUCTION

1. Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. Separate bid forms are provided for your use.

2. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for clarification shall be made in writing to the Grant Recipient or engineer no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than seven (7) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

If an addendum to the bid package is necessary, it must be distributed to each potential bidder. The distribution of an addendum shall be verified either by statements of receipt or registered/certified mail receipts, which shall be included in the public works construction file. The addendum shall allow adequate time for consideration in bid preparation (usually at least one week). If adequate time is not available, the bid opening date must be extended and the Grant Recipient must republish the invitation for bids containing the place, time, and date for the new bid opening. Note that any change to the original bid opening date will require republication of the invitation for bids at least once in a locally published newspaper. The republished notice will include the place, time and date for the new bid opening and must be published at least seven days prior to the new bid opening date.

3. Inspection of Site

Each bidder should visit the site of the proposed work and should become acquainted with the existing conditions and facilities, the difficulties and restrictions pertaining to the performance of the contract. The bidder should thoroughly examine and become familiar with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to failure to receive or examine any form or legal document or to visit the site or the conditions existing at the site. The City/ County will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

4. Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

5. Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.

- c. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, local opportunity plan, and the statement of the bidder's qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.
- d. The City / County may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Modifications Prior to Bid Opening

- a. Any bidder may modify its bid in writing at any time prior to the scheduled closing time for receipt of bids, provided such modification is received by the locality prior to the closing time. The modification should not reveal the bid price but should provide the addition, subtractions or other modifications so that the final prices or terms will not be known by the locality until the sealed bid is open.
- b. Likewise, any bidder may modify a bid by submitting a supplemental bid in person prior to the scheduled closing time for receipt of bids. Such supplemental bid should mention only additions or subtractions to the original bid so as to not reveal the final prices or terms to the locality until the sealed bid is open.

7. Bid Bond

- a. A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid [for contracts greater than \$100,000]. A certified check or bank draft payable to the locality or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.
- b. The bid bond or its comparable, will be returned to the bidder as soon as practical after the opening of the bids.

8. Statement of Bidders Qualifications

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. The Grant Recipient shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the contract, and the bidder shall furnish the Grant Recipient all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the Grant Recipient that the bidder is qualified to carry out properly the terms of the contract.

9. Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is

drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

10. Corrections:

Erasures or other corrections in the bid must be noted over the signature of the bidder.

11. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the Grant Recipient that the late arrival of the bid was solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

12. Opening of Bids

The City/County shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

13. Withdrawal of Bids

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating its purpose in writing to the Grant Recipient. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

14. Award of Contract/Rejection of Bids

- a. The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The locality reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.
- b. The Grant Recipient reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

15. Execution of Agreement/Performance and Payment Bonds

- a. Performance Bonds - Requires all prime contractors which enter into a formal contract in excess of \$100,000 with the State, any department, board, agency, municipality, county, school district or any division or subdivision thereof, to obtain a Performance Bond in the amount of the contract before commencing with work
- b. Payment Bonds- Requires all prime contractors which enter into a formal contract with the State, any department, board, agency, municipality, county, school district or any division or subdivision thereof, a payment bond(s) in the amount of the contract. The payment bond must be in the amount of the contract and must be filed within 30 days from the date of the Notice of Award:
 - o Municipalities: If the contract is in excess of \$50,000, a payment bond is required.
 - o Counties: If the contract is in excess of \$25,000, a payment bond is required.

- c. The failure of the successful bidder to execute the agreement and supply the required bonds within thirty (30) days from the date of the notice of award-or within such extended period as the locality may grant, shall constitute a default and the locality may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the locality may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.

16. Wages and Salaries

Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

17. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and other civil rights requirements.

18. Certification Regarding Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification 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 a Federal contract, grant or any other award covered by 31 USC § 1352.

BID PROPOSAL

Date: _____

Proposal: Bid of _____ (hereinafter called "Bidder"), a corporation organized and existing under the laws of the State of _____, to the Cameron County (hereinafter called "Owner").

Gentlemen:

The Bidder in compliance with the advertisement for bids for the construction of the **Cameron County CEDAP Phase 2– FM 511-802 Home Yardline Connections Project** in Cameron County, Texas having read and examined the Plans and Specifications with related Documents and visited the site of the proposed work, and being familiar with all of the federal, state and local conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, equipment and supplies, and to construct the project in accordance with the contract documents, within the time set forth herein, and at the Total Base Bid Amount prior to OWNER options on additive/deductive alternates of: (in words and numeric figures)

(Written Amount)

\$ _____

(Numeric Amount)

These price(s) are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this bid is a part. These price(s) are firm and shall not be subject to adjustment, provided this Bid is accepted by OWNER within ninety (90) calendar days after the time set for receipt of bids.

BIDDER hereby agrees to commence Work under this Contract on or before a date to be specified in a written "Notice to Proceed" to be issued by the OWNER, and to then fully complete the project within the times established in Article 3 of the Construction Agreement. BIDDER further agrees to pay as liquidated damages, not as a penalty, for failure to do so, the sum(s) established in Article 3 of the Construction Agreement.

BIDDER agrees to perform all Work for which he contracts as described in the technical Specifications and as shown on the Plans, for the prices indicated on the following Bid Form.

Bidder acknowledges receipt of the following addenda:

No. _____, dated _____, 2018 No. _____, dated _____, 2018
No. _____, dated _____, 2018 No. _____, dated _____, 2018
No. _____, dated _____, 2018 No. _____, dated _____, 2018

Bid Proposal
 Cameron County CEDAP PHASE 2 FM 511-802 Home Yardline Connections Project
 Bid No. 190801

The Bidder, in compliance with Invitation for Sealed Bids for the Cameron County CEDAP Phase 2 Home Yardline Connections Project, having examined the scope of work and written specifications hereby proposes to furnish construction services for the following Unit Prices and Lump Sum.

ITEM NO.	DESCRIPTION (Write Unit Price in Words)	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1	Furnish and Install 4" PVC Schedule 40 Residential Yard-Line (under 150 LF) Including All Applicable Cleanouts, Fittings, and Connection of All Sewer Discharge Lines From the Residence in Accordance with the Latest Edition of the International Plumbing Code Under the Supervision of a State Licensed Plumber Complete-in-Place for: _____ Dollars _____ Cents	26	EA	\$	\$
2	Furnish and Install 4" PVC Schedule 40 Residential Yard-Line (151 - 300 LF) Including All Applicable Cleanouts, Fittings, and Connection of All Sewer Discharge Lines From the Residence in Accordance with the Latest Edition of the International Plumbing Code Under the Supervision of a State Licensed Plumber Complete-in-Place for: _____ Dollars _____ Cents	24	EA	\$	\$
3	Furnish and Install 4" PVC Schedule 40 Residential Yard-Line (301 LF - 500 LF) Including All Applicable Cleanouts, Fittings, and Connection of All Sewer Discharge Lines From the Residence in Accordance with the Latest Edition of the International Plumbing Code Under the Supervision of a State Licensed Plumber Complete-in-Place for: _____ Dollars _____ Cents	10	EA	\$	\$
4	Furnish and Install 4" PVC Schedule 40 Residential Yard-Line (Over 500 LF) Including All Applicable Cleanouts, Fittings, and Connection of All Sewer Discharge Lines From the Residence in Accordance with the Latest Edition of the International Plumbing Code Under the Supervision of a State Licensed Plumber Complete-in-Place for: _____ Dollars _____ Cents	1	EA	\$	\$
5	Furnish the Decommission of Existing On-Site Sewage Facilities (OSSF) Complete-in-Place for: _____ Dollars _____ Cents	61	EA	\$	\$
6	Furnish and Install Hydromulch Seeding for: _____ Dollars _____ Cents	61	EA	\$	\$
7	Mobilization (not to exceed 5% of Bid) for: _____ Dollars _____ Cents	1	LS	\$	\$
TOTAL BID AMOUNT (ITEMS 1-7):				\$	

TOTAL BID AMOUNT (ITEMS 1-7)
 WRITTEN IN WORDS

CONTRACTOR REPRESENTATIVE

Sign: _____
 Name: _____
 Date: _____

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: CAMERON COUNTY CEDAP PHASE 2 – FM 511-802 HOME YARDLINE CONNECTIONS PROJECT (BID NO. 190801)

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement and Invitation to Bid dated _____.

You are hereby notified that your BID has been accepted in the amount of _____.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of the Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as forfeiture of your BID SECURITY. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated the ____ day of _____, 20__.

OWNER: CAMERON COUNTY

BY: _____
Eddie Trevino, Jr.

TITLE: Cameron County Judge

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____, this the day of _____, 20__.

BY: _____

TITLE: _____

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §

COUNTY OF CAMERON §

THIS AGREEMENT, MADE AND ENTERED INTO THIS THE ____ DAY OF ____, 20__ by and between **the County of Cameron** hereafter called County, and _____ of the City of _____, _____ County, Texas, hereinafter termed Contractor.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the County, and under the conditions expressed in the bond bearing every date herewith, the Contractor, hereby agrees with the County, to commence and complete the construction of certain improvements described as follows:

Installation of residential yard-line connections to the BPUB service connection and decommissioning of existing on-site sewage facilities (OSSF)

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement, Special Conditions of the Agreement, Technical Specifications and Plans and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories, with the conditions and prices stated in the Proposal attached hereto, in accordance with all General Conditions of the Agreement, Special Conditions of the Agreement, Technical Specifications and Plans and in accordance with the Plans, which include all maps, plats, blueprints and other drawings and printed or written explanatory matter thereof, and the specifications therefore, together with the Contractor's written approval, and the General Conditions of the Agreement, Special Conditions of the Agreement, Technical Specifications and Plans and the Construction Bonds hereto attached, all of which are made a part hereof and collectively evidence and constitute the entire contract.

The Contractor hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete same within 120 calendar days, after the date of the written notice to commence work.

The County agrees to pay the Contractor in current funds the sum of \$_____ for the performance of the Contract in accordance with the proposal submitted therefore, subject to additions and deductions as provided in the General Conditions of the Agreement, and to make payment on account thereof as provided therein.

Contractor further agrees not to do any work unless he has received a valid Purchase Order issued by Cameron County for payment of the work to be accomplished.

This instrument contains the entire agreement between the parties relating to the rights herein granted and Obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged. This Agreement May be amended, provided that no amendment, modification, or alteration of terms of this Agreement shall be binding unless the same is in writing and duly executed by the parties hereto.

All notices to Cameron County shall be sent by certified or registered mail, addressed to: **Eddie Trevino, Jr.**, Cameron County Judge, Cameron County Courthouse, 1100 E. Monroe St., Brownsville, Texas 78520, or at such other address as the County may otherwise designate. All notices to the Contractor shall be sent certified or registered mail, addressed to:

Attn: _____, or _at such other address as said Contractor may otherwise designate in writing.

Agreement shall be governed by the laws of the State of Texas and venue shall be in Cameron County.

IN WITNESS WHEREOF, the parties of these presents have executed this Agreement in quadruplicate in the year and day first above written.

Eddie Trevino, Jr.
Cameron County Judge

Contractor

Attested By: _____
Sylvia Garza-Perez, County Clerk

Attested By: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: _____

Bidder (Legal Name of Firm): _____

Date Organized: _____

Address : _____

Date Incorporated _____

Federal ID Number: _____

Number of Years in contracting business under present name _____

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount \$	Completion Date
_____	_____	_____
_____	_____	_____

Type of work performed by your company: _____

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

Have you ever failed to complete any work awarded to you? Yes No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? Yes No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed

Major equipment available for this contract: _____

Are you in compliance with all applicable EEO requirements? Yes No
(If no, please attach summary of details on a separate sheet.)

Bank References

Address: _____ Contact Name: _____
City & State: _____ Zip: _____ Phone Number: _____

Credit available: \$ _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this _____ day of _____, 20____.

Signature

Printed Name and Title

Company Name

Notary Statement:

_____, being duly sworn, says that he/she is the _____ Position/Title _____ of _____ (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested City/County of _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

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

Notary Public

Signature

Printed Name

My Commission Expires: _____.

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
THIS FORM MUST BE RETURNED WITH YOUR BID

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

Yes No

The undersigned hereby certifies that:

- The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).
- The Non Segregated Facilities clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.
- The Equal Employment Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).
- The Affirmative Action for Handicapped Workers clause is included in the contract.

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

THIS FORM MUST BE RETURNED WITH YOUR BID

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS
AND PREVAILING WAGE REQUIREMENTS**

TO (appropriate recipient)	DATE
	PROJECT NUMBER (if any)
C/O	PROJECT NAME

1. The undersigned, having executed a contract with _____
_____ for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract,
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

- (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. Certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE STATE OF _____

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe) _____

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

(Contractor)

Date _____

By _____

THIS FORM MUST BE RETURNED WITH YOUR BID

Certification Regarding Lobbying

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

The undersigned certifies, 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 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.
- (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 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.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying 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).

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

Printed Name and Title of Contractor's Authorized Official

Date

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS §

COUNTY OF CAMERON §

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

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

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____.

By: _____
Notary Public

My commission expires _____

THIS FORM MUST BE RETURNED WITH YOUR BID

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
as PRINCIPAL, and _____, as SURETY are held and firmly bound
unto (City/County) hereinafter called the "Local Public Agency", in the penal sum of _____
_____ Dollars, (\$ _____), lawful money of the United States, for the payment of which
sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the
Accompanying Bid, dated _____, for _____

NOW, THEREFORE, the Principal shall not withdraw said Bid within the period specified therein after the opening
of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period
specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him
for signature, enter into a written contract with the Local Public Agency in accordance with the Bid as accepted, and
give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper
fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to
enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public
Agency the difference between the amount specified in said Bid and the amount for which the local Public Agency
may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation
shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above parties have executed this instrument this _____ day of _____, the
name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned
representative, pursuant to authority of its governing body.

(SEAL)

(SEAL)

Attest:

By: _____

Affix
Corporate
Seal

Attest:

By: _____

Affix
Corporate
Seal

Attest:

By: _____

Countersigned

By _____

* Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____, Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate
Seal

Title: _____

* Power-of-attorney for person signing for surety company must be attached to bond.

ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

LIST OF SUBCONTRACTORS

County’s Project Name: **Bid No. 190801 Cameron County CEDAP Phase 2 – FM 511-802 Home Yardline Connections Project**

To: Cameron County

The undersigned submit the following names of subcontractors to be used in performing the Contract. Each subcontractor is required to submit a standard AIA Qualification Statement clearly indicating prior historical restoration project experience and references.

SUBCONTRACTORS

- 1. Site Work and Paving _____
- 2. Concrete _____
- 3. Plumbing _____
- 4. Electrical _____
- 5. Landscaping _____

All Qualification Statements will be reviewed by the Project Engineer, who will make appropriate recommendations to the Owner.

THIS FORM MUST BE RETURNED WITH YOUR BID



CAMERON COUNTY PURCHASING
1100 E. Monroe St,
Brownsville, Texas 78520
(956) 544-0871 Fax: (956) 550-7219

ADDENDUM # 1 - PAGE 1 of 1
<DATE>

CAMERON COUNTY CEDAP FM 511-802 HOME YARDLINE CONNECTIONS PROJECT
BID No. 190801

DEADLINE: AUGUST 27, 2019

(IN ORDER TO AVOID DISQUALIFICATION – ALL ADDENDA MUST BE SIGNED AND RETURNED BY DEADLINE AND INCLUDED IN THE SEALED BID PACKAGE SUBMITTED)

To Respondents of Record:

This Addendum is an amendment to the proposal and plans and specifications, and shall be made part of and included in the Contract Documents. Acknowledge receipt of this addendum by signing and including this addendum with the sealed bid package.

Modifications to the Bid Plans and/or Specifications

Clarifications to Questions

Issued by: Alfredo J. Resendez, P.E.

ACKNOWLEDGEMENT BY RESPONDENT

The undersigned acknowledges receipt of this Addendum No. ___. The proposal submitted herewith is in accordance with the information and stipulations set forth.

Signature: _____ Date: _____

Name: _____ Title: _____

Company Name: _____

MUST INCLUDE AND RETURN WITH BID PACKAGE

**GENERAL CONDITIONS - PART I
FOR CONSTRUCTION**

1. Contract and Contract Documents

- (a) The project to be constructed pursuant to this contract will be financed with assistance from the Texas Department of Agriculture - Office of Rural Affairs through a Community Development Block Grant (TxCDBG) and is subject to all applicable Federal and State laws and regulations.
- (b) The Plans, Specifications and Addenda shall form part of this contract and the provisions thereof shall be binding upon the parties as if they were herein fully set forth.

2. Definitions

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms here in defined:

- (a) The term "Contract" means the Contract executed between the County of Cameron hereinafter called the "City/County" and (Name of Construction Co.), hereinafter called "Contractor", of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Engineer" means Brownsville Public Utilities Board, Engineer in charge, serving the City/County with architectural or engineering services, his successor, or any other person or persons, employed by the City/County for the purpose of directing or having in charge the work embraced in this Contract.
- (d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3. Supervision By Contractor

- (a) Except where the Contractor is an individual and personally supervises the work, the Contractor shall provide a competent superintendent, satisfactory to the Engineer, on the work at all times during working hours with full authority to act as Contractor's agent. The Contractor shall also provide adequate staff for the proper coordination and expediting of his work.
- (b) The Contractor shall be responsible for all work executed under the Contract. Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor is eligible to participate in federally funded contracts.

- (b) No proposed subcontractor shall be disapproved by the City/County except for cause.
- (c) The Contractor shall be as fully responsible to the City/County for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City/County.

5. Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

6. Payments to Contractor

(a) Partial Payments

- 1) The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
- 2) Monthly or partial payments made by the City/County to the Contractor are advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the City/County. Such payments shall not constitute a waiver of the right of the City/County to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the City/County in all details.

(b) Final Payment

- 1) After final inspection and the acceptance by the City/County of all work under the Contract, the Contractor shall prepare the requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.
- 2) Before paying the final estimate, City/County shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor. The City/County may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

- 3) Any amount due the City/County under Liquidated Damages, shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the City/County shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors.

(d) Withholding Payments

The City/County may withhold any payment due the Contractor as deemed necessary to protect the City/County, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the City/County and will not require the City/County to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any moneys for their protection unless the City/County elects to do so. The failure or refusal of the City/County to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

- (a) The City/County may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any obligations under the Contract or any guarantee given pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by TxCDBG prior to execution of same.
- (b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the City/County authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.
- (c) If applicable unit prices are contained in the Contract, the City/County may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).
- (d) Each change order shall include in its final form:
 - 1) A detailed description of the change in the work.
 - 2) The Contractor's proposal (if any) or a confirmed copy thereof.
 - 3) A definite statement as to the resulting change in the contract price and/or time.
 - 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Claims for Extra Cost

- (a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the City/County, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- (b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- (c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the City/County and work shall not proceed except at the Contractor's risk, until written instructions have been received from the City/County.
- (d) If, on the basis of the available evidence, the City/County determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9. Termination, Delays, and Liquidated Damages

- (a) Right of the City/County to Terminate Contract.

In the event that any of the provisions of this contract are violated by the Contractor, or by any subcontractors, the City/County may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the City/County shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the City/County may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the City/County for any excess cost incurred. In such event the City/County may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

- (b) Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the City/County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$300.00 for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the City/County for the amount thereof.

(c) Excusable Delays.

- 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
- 2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- 3) Any acts of the City/County;
- 4) Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the City/County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- 5) Provided, however, that the Contractor promptly notifies the City/County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the City/County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the City/County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10. Assignment or Novation

The Contractor shall not assign nor transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City/County. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, Contractors, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the City/County for review. Contractor shall be liable for any issues or expenses in the event the discrepancy is not submitted to the City/County.

12. Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in six (6) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at Contractor's own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.

- (b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- (c) If a shop drawing is in accordance with the contract or involves only minor adjustment in the interest of the City/County not involving a change in contract price or time, the engineer may approve the drawing. The approval shall not relieve the Contractor from responsibility to adhere to the contract or for any error in the drawing.

13. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the City/County for any additional information which should be furnished by the City/County under the terms of this Contract, and which is required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

14. Materials and Workmanship

- (a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- (b) The Contractor shall furnish to the City/County for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- (c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- (d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- (e) The City/County may require the Contractor to dismiss from the work such employee or employees as the City/County or the Engineer may deem unqualified.

15. Samples, Certificates and Tests

- (a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- (b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- (c) Approval of any materials shall be general only and shall not constitute a waiver of the City/County's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
 - 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
 - 4) The City/County will pay all other expenses.

16. Permits and Codes

- (a) The Contractor shall give all notices required by and comply with all applicable federal and state laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the City/County. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the City/County will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the

governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

- (b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the City/County.
- (c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- (d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.
- (e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.
- (f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the City/County, shall moisten the surrounding area to prevent a dusty condition.

17. Care of Work

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (b) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City/County is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of City/County.
- (c) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City/County from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City/County may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

18. Accident Prevention

- (a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Department of Labor.
- (b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- (c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City/County with reports concerning these matters.
- (d) The Contractor shall indemnify and hold harmless the City/County from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- (e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.
- (f) The contractor shall at all times conduct work in such a manner as to ensure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the City/County, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the City/County at the expense of the Contractor.

19. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for laborers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

20. Use of Premises

- (a) The Contractor shall confine equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the City/County, and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.
- (b) The Contractor shall comply with all reasonable instructions of the City/County and all existing federal, state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

21. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

22. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the City/County and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The City/County shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City/County may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the City/County.
- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the City/County will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- (c) The Contractor shall notify the City/County sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the City/County, the Contractor shall uncover for inspection and recover such facilities at Contractor's expense, when so requested by the City/County.
- (d) Should it be considered necessary or advisable by the City/County at any time before final acceptance of the entire work to make an examination of work already completed, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be reimbursable and if completion of the work of the entire Contract has been delayed, a suitable extension of time will be approved.
- (e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards to: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- (f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the City/County or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

23. Review by City/County

The City/County and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the City/County through its authorized representatives or agents.

24. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the City/County in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The City/County will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

25. Deduction for Uncorrected Work

If the City/County deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the City/County and subject to settlement, in case of dispute, as herein provided.

26. Insurance

The Contractor shall not commence work under this contract until all required insurance under this paragraph has been secured and approved by the City/County.

- (a) Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
- (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: (\$1,000,000; \$100,000; and \$500,000).
- (c) Proof of Insurance: The Contractor shall furnish the City/County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the City/County."

27. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and

equipment installed or incorporated in the work and upon completion of all work, shall deliver the same, together with all improvements and appurtenances constructed or placed by Contractor, to the City/County free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

28. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the City/County or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work.

29. Job Offices

- (a) The Contractor and its subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The City/County shall be consulted with regard to locations.
- (b) Upon completion of the improvements, or as directed by the City/County, the Contractor shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

30. Partial Use of Site Improvements

The City/County may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

31. Local Program Liaison

For purposes of this Agreement, Raul Garcia, CD Coordinator, or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

32. Access to Information

- (a) The Comptroller General of the United States, the City / County, TDA, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to any books, documents, papers and

records relating to the Contractor's agreement with the City/County or the administration, construction, engineering or implementation of the TxCDBG award between TDA and City / County.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

33. Records Retention

(a) The Contractor shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.

(b) Contractor shall include the substance of this clause in all subcontracts it awards.

34. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

35. Compliance with Davis-Bacon Act

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (**a copy of which is attached as Appendix B and herein incorporated by reference**), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the City/County for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled. The City/County must report all suspected or reported violations to TDA.

36. Conflicts of interest.

- (a) Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City / County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Firm shall take appropriate steps to assure compliance.
- (b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City/County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.
- (c) The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City/County or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City/County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

37. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term “principal” for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

38. [For Contracts that exceed \$100,000] Anti-Lobbying

Contractor shall file the required certification: The undersigned certifies, 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 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.
- (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 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.
- (c) 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.

39. [For Contracts > \$100K] Overtime Requirements

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.

40. [For Contracts > \$150K] Clean Air Act and the Federal Water Pollution Control Act

The Contractor or subcontractor shall 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 (EPA).

41. Equal Opportunity Clause [applicable to contracts and subcontracts over \$10,000].

During the performance of this contract, the Contractor agrees as follows:

- (a.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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.
- (b.) 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, sexual orientation, gender identity, or national origin.
- (c.) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d.) 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.
- (e.) 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.
- (f.) 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.

- (g.) 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 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.
- (h.) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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.

42. Section 109 of the Housing and Community Development Act of 1974.

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

43. Section 504 Rehabilitation Act of 1973, as amended.

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

44. Age Discrimination Act of 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

[If this Contract is greater than \$100,000, include the following Section 3 language:]

45. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- (a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- (c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3

clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- (e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

46. Contract Documents and Drawings

The City/County will furnish the Contractor without charge three (3) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

47. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the City/County in the Notice to Proceed, and shall be fully completed within 120 calendar days thereafter.

48. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the City/County the sum of Three Hundred Dollars (\$300.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

49. Gender Neutral - Gender References

When necessary, unless the context clearly requires otherwise, any gender-specific or gender-neutral term in this Contract (for example, he, she, it, etc.) is to be read as referring to any other gender or to no gender.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination.

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) 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 HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, 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 subparagraph 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 HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3. (ii)(b).

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

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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

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

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

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

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

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

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

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference (optional)

1. **What are the responsibilities of the offeror or bidder to ensure equal employment opportunity?**
For contracts over \$ 10,000, the offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. **Are construction contractors required to ensure a legal working environment for all employees?**
Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**
No, two or more women should be assigned to each site when possible.
4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**
Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.
5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**
Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.
6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**
If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to TDA.
7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**
Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.
8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**
Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
9. **Are any in-service training programs provided for staff to update the EEO policy?**
At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.
10. **What recruitment efforts are made for Section 3 residents, minorities and women?**
The construction contractor must notify, both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

11. **Are any measures taken to encourage promotions for minorities and women?**
Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.
12. **What efforts are taken to insure that personnel policies are in accordance with the EEO policy?**
Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.
13. **Can women be excluded from utilizing any facilities available to men?**
No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.
14. **What efforts should be utilized to include minority and female contractors and suppliers?**
Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.
15. **If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?**
No, the construction contractor is responsible for its own compliance.
16. **Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**
No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.
17. **What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**
The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

Sample Section 3 Policy

In accordance with 12 U.S.C. 1701u the (name of Grant Recipient) agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of (name of Grant Recipient), we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature

Title

Date

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

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

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

As officers and representatives of _____ (name of company), we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

Signature

Printed Name

Title

Date

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated \$ Amount Local Business

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classification	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LM/ Resident
Totals				

Cameron County Commissioners Court Agenda Request Form

No. _____

Date: May 28, 2013 Meeting Date Request: June 06, 2013
Deadline for Action: _____ Contact Person: Frank Bejarano
Department: PD & M Phone: 544-0828 Fax: 544-0891
Dept. Head /Official Signature: 

Caption:

Consideration and Approval of a Resolution of the Commissioners Court of the County of Cameron, Texas, Adopting a Section 3 Compliance Plan, as Mandated by the U. S. Housing and Urban Development Act of 1968, and Authorizing the County's Section 3 Coordinator to Monitor and Implement Plan Responsibilities.



Background: (Briefly summarize your request, if needed use separate sheet(s) or attach supporting documentation).

Cameron County, through the State of Texas, receives funding from the U. S. Department of Housing and Urban Development (HUD) in excess of \$200,000.00 and must comply with the Section 3 provisions set forth in the Housing and Urban Development Act of 1968, as amended. Section 3 requires that, to the greatest feasible extent, employment and economic opportunities generated by HUD financial assistance be directed to low-income persons, public housing residents, recipients of government housing assistance, and business concerns that employ covered individuals.

The requirements of the Section 3 Plan presented here are applicable to contractors, vendors, and suppliers, when HUD contracts are executed for \$100,000 or more and provide for: (1) housing rehabilitation (including reduction and abatement of lead-based hazards); (2) housing construction; (3) other public construction; or (4) professional services associated with construction such as engineering or architectural.

Plan monitoring and implementation will be assigned to a Section 3 Coordinator that will be appointed by Commissioners Court through a separate agenda item. The Court should know that the requirement for adoption of a Section 3 Plan is part of a 2010 conciliation agreement between housing advocates and HUD. Plan requirements will only be applicable to HUD funded contracts.

Please initial or place a check mark:

Reviewed or approved by: County Judge N/A Auditor  Budget _____ Legal  Personnel N/A

Fiscal Data:

Dept./Fund 10-419 Est. Amt.: HUD Contracts \$100,000 or > Funds/Staffing Budgeted: Yes X No _____

Account Code: _____ Impact on Future budget: Yes _____ No X

Comments:

Action taken by Commissioners Court:

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

**CAMERON COUNTY, TEXAS
HUD Section 3 Compliance Plan
Adopted June 6, 2013**

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Executive Summary

Cameron County participates in the Texas Community Development Block Grant Program, which is funded through the U. S. Department of Housing and Urban Development (HUD). The Section 3 Plan presented herein was developed to satisfy the requirements of the U.S. Department of Housing and Urban Development Act of 1968 and applies to all HUD funded contracts administered by Cameron County.

Section 3 requires establishment of numerical goals to further employment and other economic opportunities for low income persons, residents of public housing, and protected businesses. To comply with Section 3, Cameron County must:

a) Set forth the approximate number and dollar value of all contracts proposed to be awarded to all Section 3 covered businesses over the duration of the project, with:

1. A minimum goal of at least ten percent (10%) of the total dollar amount of all covered contracts for building trades work arising in connection with housing rehabilitation, housing construction, and other public construction; and
2. A minimum of three percent (3%) of the total dollar amount of all other covered contracts (professional services, engineering, architectural, legal services, accounting, marketing, etc.).

b) Analyze the availability of eligible business concerns within the project area and set forth a goal and estimated dollar amount of contracts to be awarded to eligible businesses over the duration of the covered project which may exceed the minimum goals set out above.

c) Outline the program(s) or procedure(s) to be used to achieve the goals for each business. The program should include but not be limited to the following actions:

1. Insertion in the construction bid documents, if any, of the affirmative action plan of the applicant, recipient, contractor, or subcontractor bidding the contract;
2. Identification within the bid documents, if any, of the applicable Section 3 project area; and
3. Assurance that the appropriate business concerns are notified of pending contractual opportunities either personally or through locally utilized media.

d) Identify hiring preferences which will result in a minimum of thirty percent (30%) new hires being protected residents or provide continued employment for existing covered 3 employees.

General Policy Statement

Cameron County has developed this Section 3 Plan in compliance with Title 24 CFR Part 135 - Economic Opportunities for Low and Very Low-Income Persons. Such plan is intended to ensure that employment and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, benefit low income persons, residents of public housing, and protected businesses. A protected business is a Section 3 certified business concern that is eligible to receive preference in HUD funded contract awards. The Plan is applicable to contractors, subcontractors, vendors, and suppliers when threshold amounts meet or exceed \$100,000 expended for (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards), (2) housing construction, and (3) other public construction.

Additional provisions have been made for contracts that do not meet the above threshold, but are for building trades work arising in connection with a Section 3 covered contract and for non-construction contracts associated with Section 3 covered activities as detailed in Section III.

The Plan is expected to result in a reasonable level of success in the recruitment, employment, and utilization of eligible persons and business on contracts partially or wholly funded with HUD monies.

Purpose

Section 3 of the Housing and Urban Development Act of 1968, as amended, requires that Cameron County ensure, to the greatest extent feasible, that employment and other economic and business opportunities generated by HUD financial assistance are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance and certified business concerns that provide economic opportunities to low and very low income persons.

Contracting Policy and Procedures

It is the policy of Cameron County to require its HUD funded contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, handicap, familial status, sexual orientation or gender identity. Further, it is the policy of Cameron County to create employment and business opportunities for residents in projects that occur in their respective communities and for other qualified low and very low income persons residing in low moderate income areas.

Cameron County will incorporate Section 3 language in all applicable procurement documents generated in conjunction with the use of HUD funding. Section 3 compliance goals for awarding contracts to Section 3 business concerns and are delineated in Section III. Business, Employment Training, and Contracting Goals.

All contractors and or businesses seeking Section 3 preference must, before submitting bids or proposals to Cameron County, complete appropriate certifications acknowledging the Section 3 contracting and employment provisions required by this section.

The Section 3 Coordinator shall examine and consider a contractor's or vendor's potential for success by providing employment and business opportunities to low-moderate income residents prior to acting on any proposed award.

To the greatest extent feasible, information will be made available to persons with Limited-English Proficiency (LEP) in compliance with Executive Order 13166.

Section 3 Plan

Cameron County has developed this Section 3 Plan to create consistency in applying the provisions of 24 CFR Part 135 objectives and to guide the action steps that will be implemented to ensure compliance with the law's requirements. The Plan covers all HUD funded programs, including but not limited to CDBG, HOME, ESG, HPRP, housing construction, housing rehabilitation, and public construction projects.

The Plan components include the creation of a regional Section 3 advisory committee (SAC), designation of a Section 3 Coordinator and the coordinator's responsibilities, establishment of Section 3 training, employment and contracting opportunity goals, establishment of Section 3 business qualifications and Section 3 resident initiatives, and procedures for Plan implementation, procurement, compliance, monitoring, and reporting.

I. Plan Advisory Committee

Cameron County previously created a Fair Housing Activity Statement (FHA) Working Group which served in the preparation of a Fair Housing Statement for the County. The County's Fair Housing Statement was subsequently approved by the Texas General Land Office (GLO), thereby enabling the County to continue participating in HUD funded programs. To help comply with Section 3, the FHA working group will serve in a Section 3 advisory capacity.

The Section 3 Advisory Committee (a.k.a. FFAST working group) will:

- review the progress of the Section 3 Plan
- suggest program improvements
- suggest community outreach and training opportunities
- facilitate regional coordination and collaboration
- provide recommendations to the Cameron County Commissioners Court for possible consideration.

II. Section 3 Coordinator and Responsibilities

A. Identification of Resources

Cameron County will identify an employee, herein called Section 3 Coordinator or Coordinator, to coordinate and implement Section 3 responsibilities and activities. The Section 3 Coordinator will identify programs, projects, and activities which may trigger Section 3 compliance. It is expected that the Coordinator will prioritize Section 3 compliance for programs, projects and activities based on anticipated procurement dates.

B. Outreach for Section 3 Businesses

The Coordinator will be responsible for recruiting qualified Section 3 business concerns and creating an electronically available list of eligible businesses. The Coordinator will also advise eligible businesses of HUD Section 3 contracting preference and will at a minimum:

- Advertise contracting opportunities via newspaper, mailings, postings or notices that provide general information about the work to be contracted and where to obtain additional information.
- Forward notices of upcoming projects to local public housing agencies, Texas Workforce Solution Centers, contractor associations, community organizations, the Small Business Administration (SBA), the Minority and Women's Business Enterprise M/WBE Association, and community development corporations.
- Conduct workshops on contracting procedures to include bonding, insurance, and other pertinent requirements to allow Section 3 business concerns the opportunity to take advantage of any upcoming contracting opportunities.
- Provide technical assistance directly or through contracted organizations to help Section 3 businesses meet bonding and insurance requirements and become certified as Section 3 businesses. Additionally, this assistance will focus on helping existing Section 3 contractors to identify and utilize other Section 3 businesses, subcontractors, and suppliers.

C. Outreach for Section 3 Individuals

The Section 3 Coordinator shall provide ongoing outreach, identification, and certifications to implement the Section 3 program and possible employment opportunities and will coordinate with Texas Workforce Boards in an effort to create a "pipeline" to accomplish the following:

- Help eligible residents learn about employment opportunities, register as Section 3 workers, and receive the job training they need to be successful as workers on HUD projects;
- Coordinate with contractors to promote the hiring of trained workers;
- Monitor the success of the pipeline program in placing eligible workers in jobs; and
- Recommend necessary program adjustments to achieve employment goals.

Outreach will be conducted, depending on funding availability, to encourage individuals to enter the pipeline to meet the job needs of contractors and achieve the Section 3 employment goals. Such activities may include, but are not limited to:

- Marketing the program to likely eligible residents, potential contractors, and the general public using all appropriate means, including advertisements, mailings, and postings of contracting and employment opportunities and where to obtain additional information.
- Extending outreach to public housing agencies, Texas Workforce Boards, community organizations, the Small Business Administration (SBA), the Minority and Women's Business Enterprise M/WBE Association, and community development corporations;
- Distributing flyers and outreach information in neighborhoods of Section 3 eligible activities;
- Maintaining information about the process for obtaining employment as a Section 3 qualified worker on the County's website; and
- Conducting Section 3 presentations by participating in local community forums, job fairs and other networking opportunities.

D. Orientation and Education

The Coordinator will host or co-host workshops for potential Section 3 business concerns. The workshop agenda shall include (1) applicability, (2) listing of potential projects, (3) training & employment goals, (4) general contractor requirements, (5) review, execution and submittal of certification forms, (6) procurement information for subcontractors, (7) review of on-going compliance issues and reporting and (8) consequences of non-compliance.

The Coordinator will assist contractors in meeting their Section 3 obligations by connecting them with Section 3 eligible individuals through the Texas Workforce Commission as outlined in Section V, below.

E. Compliance

The Section 3 Coordinator will be responsible for assuring the Section 3 Contract Clause is noted in contracts for Section 3 covered activities between Cameron County and general contractors.

The Section 3 Coordinator will inform general contractors of the necessary language to include in their agreements with subcontractors for covered projects. The Section 3 Clause is attached hereto as Exhibit E.

The Coordinator will annually update Section 3 compliance documents with HUD Section 8 income limits and provide current postings and information on the Cameron County web site.

Further, the Coordinator will remit Section 3 annual reports as required by HUD. Currently, the report is submitted electronically and is due no later than with the Consolidated Annual Performance and Evaluation Report (CAPER).

F. Section 3 Reporting

1. Annual Reporting

Cameron County will report annual accomplishments regarding employment and other economic opportunities provided to low and very low income person under Section 3 to HUD and GLO. Form HUD-60002 is currently being utilized for reporting accomplishments. This form may be changed and updated from time to time as required by HUD and 24 CFR 135.

2. Contractor Reporting

Contractors are required to submit to Cameron County a Monthly Compliance Form (Exhibit H), Monthly Employee Utilization Report (Exhibit I), and an Employee Data and Certification form for all new hires (Exhibit J or K).

Contractors are required to submit a Monthly Employee Utilization Report (Exhibit I), and an Employee Data and Certification form for all new hires for each of their subcontractors (Exhibit J or K).

Notice of termination and job problems related to Section 3 eligible workers should be also provided immediately to the Section 3 Coordinator.

Contractor payment requests will not be processed until all reporting requirements have been met.

G. Procurement

The Coordinator will attend pre-bid, bid-opening, pre-construction, and construction meetings and provide guidance on procurement preference provisions as outlined in Part 135.36 of the Section 3 regulations.

III. Applicability and Procurement

A. Bidding and Negotiation Requirements

Section 3 requirements are triggered when an anticipated contract award meets or exceeds \$100,000 for (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards), (2) housing construction, and (3) other public construction.

Numerical goals are set forth in Section III regarding non-construction contracts associated with housing rehabilitation, housing construction, or public facilities (architectural, engineering, etc).

When Cameron County solicits bids or proposals on a Section 3 covered activity, the County's procurement standards will apply. In compliance with Section 3, non-Section 3 businesses will be utilized in a strictly competitive manner during the procurement process. However, when a Section 3 covered contract is to be awarded based upon price, a Section 3 certified business submitting a responsive bid that is not the lowest bid shall be given the opportunity to match the lowest responsive bid from any non-Section 3 business. If said Section 3 business concern cannot match the lowest responsive bid, then the award shall be made to the lowest bidder.

Cameron County will require contractors and subcontractors to prepare and submit a Contractor's Section 3 Plan (Exhibit D) with their contract documents prior to the commencement of any work under a HUD contract. For all new hires the contractor and/or subcontractor must contact their respective Workforce Board and access the Work In Texas website and verify that it was done by submitting (Exhibit G) to document the current workforce of the contractor along with workforce projections identifying the projected number of new hires by job category.

Notwithstanding Section 3 preferences, Section 3 businesses must have the capacity to perform successfully under the terms and conditions of the proposed project. Such consideration shall include the potential contractor's record of complying with public policy, including Section 3 requirements.

Cameron County shall require prospective contractors in Section 3 covered projects to provide, prior to the signing of a construction contract, a preliminary statement of work force needs (skilled, semi-skilled, unskilled labor and trainees by category) by submitting (Exhibit M). Such information shall be supplied prior to any signing of any contract between contractors and their subcontractors. Consideration should be given to subcontractors who will have training and employment opportunities for project area residents. All will ensure that the attached Section 3 Clause (Exhibit E) and Assurance of Compliance Clause (Exhibit B) are made a part of all contracts.

Because goals for contracting opportunities apply to any contractors, when said contractors are soliciting contracts or subcontracts in conjunction with a Section 3 covered activity, they must, to the greatest extent possible, make every effort to publicize and maximize contracting opportunities in order to ensure participation by Section 3 businesses.

In implementing its Section 3 affirmative action plan, each contractor or subcontractor shall make a good faith effort to achieve its goal or target number and estimated dollar amount of contracts to be awarded to the eligible Section 3 businesses within each category over the duration of the Section 3 covered project.

B. Preference for Contracting with Section 3 Business Concerns

Cameron County, in compliance with Section 3 regulations, will require contractors and subcontractors to direct their efforts towards contracts to Section 3 business concerns in the following order of priority (24 CFR 135.36):

- Category 1: Certified Section 3 business providing economic opportunities for Section 3 residents. Preferences are listed in order of priority:
 - Project area or neighborhood
 - Public Housing Residents
 - Jurisdictional limits of unit of local government
 - Metropolitan Statistical Area
 - County in which project is located
 - Rio Grande Valley Region
- Category 2: HUD Youthbuild programs being carried out in Cameron County in which Section 3 covered assistance is expended.

Should more than one Section 3 business submit a bid that is not the lowest bid on a HUD project and such contractors are willing to match the lowest responsive bid by a non-Section 3 business, the contractor that can clearly demonstrate how the requirements in this section will be met will be given a contracting preference.

IV. Business, Employment Training, and Contracting Goals

A. Employment Goals and Compliance Review

It is the policy of Cameron County to utilize eligible persons and businesses in contracts partially or wholly funded with HUD monies. Cameron County has established minimum employment and training goals that contractors and subcontractors on HUD funded projects should provide to comply with Section 3 requirements. The numerical goals established below represent employment and training targets for contractors and subcontractors, in order to further economic opportunities for low and moderate income persons. Numerical goal should be achieved to the greatest feasible extent.

- 30 percent of the aggregate number of new hires and training opportunities annually.
- 10 percent of the total dollar amount of all Section 3 covered construction contracts annually (i.e. building trades work related to housing rehabilitation, housing construction and other public construction, including demolition).
- 3 percent of the total dollar amount of covered non-construction work annually (i.e., engineering, architectural, legal, accounting, and other professional services).

It is the responsibility of contractors and subcontractors to implement targeted numerical goals to attain Section 3 compliance. Any contractor or subcontractor that does not meet the goals must demonstrate why compliance was not feasible. Those contractors and subcontractors that meet or exceed minimum target 3 goals shall receive preference for additional projects. (See Exhibit L).

Contractors and subcontractors will be required to report their Section 3 activities to further economic opportunities for low and moderate income persons. When contractors or subcontractors fail to meet Section 3 reporting requirements, the following actions may be taken:

- Written notice of non-compliance and remedial actions needed; and
- Suspension or termination of current contract work for default and preclusion of work on future HUD funded projects.

B. Section 3 Businesses

A Section 3 business concern is defined as a business that: (1) is 51 percent or more owned by Section 3 resident; or (2) has permanent full-time employees, of which at least 30 percent are currently Section 3 residents or were Section 3 residents within three years of the date of first employment with the business; or (3) provides evidence of a commitment to subcontract 25 percent or more of the dollar award of all HUD funded work to business concerns that meet Section 3 qualifications. Designation of a Section 3 business concern will be verified by the Section 3 Coordinator upon receipt of signed self-certification form from the contractor or subcontractor (see Exhibit A).

Cameron County will maintain a register of contractor and subcontractor Section 3 business certifications. Certification forms can be obtained from the Cameron County Program Development and Management Department, which oversees the County's participation in HUD's Community Development Block Grant Program. Such certifications will be valid for three years from the date of execution and acceptance into the registry.

C. Evidence of Section 3 Certification

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements must be able to provide a copy of a Section 3 certification form that has been acknowledged by Cameron County. The certification must be submitted along with bid packages and received prior to bid opening.

Contractors and subcontractors on Section 3 covered projects shall sign a Section 3 Assurance of Compliance Form (see Exhibit B).

V. Section 3 Residents and Individuals

Individuals seeking work on projects funded in part or in whole with HUD funds must provide their names, contact information, job skills and certifications (if any) to the Texas Workforce Commission. Individuals providing such information will be included in a centralized registry to further hiring Section 3 hiring goals, as set forth below.

A. Resident Hiring Requirements

Cameron County has adopted a 30% goal for Section 3 resident hiring that is to be used on HUD funded construction contracts. A general contractor may satisfy resident hiring requirements through its subcontractors. A Section 3 Employee Data and Certification Form shall be utilized to document an individual's eligibility for participation in the hiring program (see Exhibit J or K).

It is not the County's intent for contractors and subcontractors to terminate existing employees that may not be Section 3 eligible, only that every feasible effort be made to employ eligible Section 3 participants before any other person, when hiring additional employees for work on covered activities.

B. Assisting Contractors to Achieve Section 3 Goal Hiring and Contracting Goals

To achieve Section 3 hiring and contracting goals, contractors and subcontractors must:

- Present a list to the Section 3 Coordinator of the number of subcontracting and/or employment opportunities expected to be generated from the initial contract.

- Contact the Texas Work Force Commission for a listing of eligible Section 3 residents for construction projects.
- Contact the Section 3 Coordinator to obtain a list of Section 3 business concerns that may be interested and qualified for construction projects.
- Contact the section 3 Coordinator for clarification of Section 3 requirements.

C. Contractor Requirements for Employment of Section 3 Residents

Under Cameron County's Section 3 Plan, contractors and subcontractors are required to provide employment opportunities to Section 3 residents and eligible individuals in the categories listed below:

- Category 1 - Section 3 residents residing in the service area or neighborhood in which the covered project is located and/or homeless persons residing in the service area or neighborhood when activities are funded by under the Steward B. McKinney Homeless Act (i.e. ESGP and SHDP).
- Category 2 - Participants in HUD's Youthbuild Program.
- Category 3- Any other Section 3 eligible individuals, including:
 - Residents of HUD funded public housing developments in the service area or neighborhood where a covered project is located.
 - Recipients of HUD Section 8 housing assistance within the service area or neighborhood where a covered project is located

After award of a HUD contract but prior to beginning work, the contractor must, in a visible location within the project area, complete and post a notice (see Exhibit F) which will provide information on the following:

- Cameron County's Section 3 Plan and hiring preferences
- Number of jobs and work titles for available for hire
- Availability of apprenticeships and training positions, if any
- Contact information for applications pursuant to new hires, apprenticeships, and training positions
- Anticipated date the work shall begin

In the event a Section 3 eligible worker is removed from a position, the employer must first seek to again fill the job with a Section 3 eligible worker. Further, the hiring of a Section 3 eligible individual is a commitment to the career development of that employee and the County's hiring thresholds will not be met by temporary hiring practices. Therefore, contractors are encouraged to offer on-the-job or ongoing training to eligible hires that is comparable to or exceeds the training provided to non-eligible employees through the duration of a HUD funded contract or project.

VI. Section 3 Procedure for Reporting Non-Compliance

Concerns or complaints dealing with Section 3 non-compliance should be submitted in writing to the Cameron County Section 3 Coordinator. Concerns or complaints should contain the name, address, and phone number of the complainant and a brief description of the alleged violation or violator. To resolve the complaint, the Section 3 Coordinator will conduct a review of the alleged violation and may request additional information, evidence, or testimony from the complainant and/or alleged violator. At the conclusion of the review, the Section 3 Coordinator will present the findings of the review to the complainant.

In the event the complainant is not satisfied with the County's compliant resolution, the complainant may forward the complaint (using HUD Form 958) to the HUD Regional Office, as shown below:

Fort Worth Regional Office
U.S. Department of Housing and Urban Development
Southwest Office
801 Cherry St., Unit 45, Suite 2500
Fort Worth, TX 76102

A complete complaint must be received by HUD no later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for the filing is extended by the HUD Assistant Secretary for good cause shown.

Definitions

Applicant- Any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association.

Business Concern- a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed.

Contractor- any entity which contracts to perform work generated the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project.

Employment Opportunities Generated by Section 3 Covered Assistance- all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing Authority (HA) - Public Housing Agency

Housing Development- low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.

HUD Youthbuild Programs- programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members for low- and very low-income families.

Low-income person- families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families.

Metropolitan Area- a metropolitan statistical area (MSA), as established by the Office of Management and Budget.

New Hires- full-time employees for permanent, temporary or seasonal employment opportunities.

Recipient- any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under HUD program to which Section 3 applies and does not include contractors.

Section 3- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 Advisory Committee- A committee whose membership consists of individuals from the FFAST Form Working Group and represent the interests of Section 3 Businesses and Section 3 Residents. The Section 3 Advisory Committee will meet at least quarterly unless determined otherwise by Section 3 Coordinator. All meetings shall be open to the public, and all reports from contractors shall be available to the committee.

Section 3 Business Concern- a business concern,

1. That is 51 percent or more owned by Section 3 resident: or
2. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
3. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above.

Section 3 Covered Assistance-

1. public housing development assistance provided pursuant to Section 5 of the 1937 Act;
2. public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
3. public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
4. assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership)

Section 3 Clause- the contract provisions set forth in Section 135.38.

Section 3 Covered Contracts- a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project.

Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract includes the installation of materials, the contract constitutes a Section 3 covered contract.

Section 3 Covered Project- the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.

Section 3 Covered non-construction project- is a project associated with the Section 3 Covered Project such as maintenance contracts, re-painting, routine maintenance, HVAC servicing, and professional services (architectural, engineering, legal services, accounting, marketing, etc.)

Section 3 Resident- a public housing resident or an individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person.

Subcontractor- any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project.

Very low-income person- families (including single persons) whose income do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

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

Name of Business : _____

Address of Business: _____

Type of Trade/Profession Established for: _____

Type of Business: Corporation Partnership Sole Proprietorship Joint Venture

Please select the statement below (1, 2, and or 3) that best describes your business.

1. **51% (or more) of your business is owned by a Section 3 Resident(s).** A Section 3 Resident is a public housing resident or an individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended *and* who is considered to be a low-to very low-income person.

And provide:

List if current ownership and percentage of ownership along with contact information

Any of the following documents, if available:

Copy of Article of Incorporation

Certified of Good Standing

Assumed Business Name Certificate

Partnership Agreement

List of Business Name Certificate

Corporation Annual Report

Latest Board minutes appointing officers

Organization chart with names and titles

Additional documentation and brief function statement

2. **At least 30% of your business workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of the date of first employment with your business.**

List the number of full- time employees, and provide one or a combination of the following regarding your employees:

List of employees claiming Section 3 status with 3 years from date of employment

other evidence of Section 3 status less than 3 years from date of employment

Exhibit K or H completed for each employee with 3 years from date of employment

PHA/IHA Residential lease less than 3 years from day of employment

3. **At least 25% of your total dollar award will be contracted to qualified Section 3 businesses:**

Provide:

A list of previously contracted Section 3 business (es) and subcontracted amount and

Agree to provide a list of subcontracted Section 3 business (es) and subcontract amount when submitting bids for any HUD funded projects to meet this requirement.

 Company Authorizing Name, Title and Signature
 (e.g. President or Owner)

 Date

Witnessed by (other company official e.g. Secretary): _____

Cameron County Staff Signature : _____

Certified Date: _____

EXHIBIT B

**ASSURANCE OF COMPLIANCE (Section 3, HUD ACT of 1968)
TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS
AND LOWER INCOME PERSONS**

- A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing Section 3 business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.38 of the regulation in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

- C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR 135.38 (f).

APPLICANT: _____

SIGNATURE: _____

ADDRESS: _____

DATE: _____

THIS FORM MUST BE RETURNED WITH YOUR BID

EXHIBIT C

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

COMPANY'S NAME

PROJECT NAME

The undersigned hereby certifies that:

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

NAME AND TITLE OF SIGNER (PRINT OR TYPE)

SIGNATURE

DATE

THIS FORM MUST BE RETURNED WITH YOUR BID

**EXHIBIT D
CONTRACTOR'S SECTION 3 PLAN**

Contractor agrees to implement the specific following affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Cameron County.

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

As officers and representatives of _____ (Company),

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

Signature

Signature

Title

Date

Title

Date

THIS FORM MUST BE RETURNED WITH YOUR BID

EXHIBIT E
Section 3 Clause

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

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly person who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any a notice advising the labor organization or workers’ representative of the contractor’s commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.
- F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act. (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be give to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**EXHIBIT F
POSTED NOTICE TO PROJECT RESIDENTS**

The project _____ is being funded by the U.S. Department of Housing and Urban Development as a Section 3 Plan and is intended to inform the public, in particular project residents, of the economic opportunities (jobs) created through the use of the federal award.

Contractor/subcontractor intends to hire for the following positions:

Number of Jobs	Title	Description of Qualifications/Licensure /Certification

Section 3 preferences:

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

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

Name of Contractor: _____

Contact Person: _____

Address: _____

City, State, Zip: _____

Phone: _____

Estimated construction start date: _____

**EXHIBIT G
ESTIMATED WORKFORCE BREAKDOWN**

NAME OF BUSINESS/CONTRACTOR/SUBCONTRACTOR _____

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	COLUMN 6
JOB CATEGORY	SPECIFIC JOB TITLE	TOTAL ESTIMATE POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS/LOW INCOME PERSONS *
OFFICERS					
SUPERVISORS					
PROFESSIONALS					
TECHNICIANS					
HOUSING SALES/RENTAL MANAGEMENT					
OFFICE CLERICAL					
SERVICE WORKERS					
OTHERS					

TRADE: Plumbing/Electrical/HVAC/Construction/Other: _____

JOURNEYMEN					
COMMON LABORERS					
APPRENTICES					
MAXIMUM NO. OF TRAINEES					

TRADE: Plumbing/Electrical/HVAC/Construction/Other: _____

JOURNEYMEN					
COMMON LABORERS					
APPRENTICES					
MAXIMUM NO. OF TRAINEES					

TRADE: Plumbing/Electrical/HVAC/Construction/Other: _____

JOURNEYMEN					
COMMON LABORERS					
APPRENTICES					
MAXIMUM NO. OF TRAINEES					

TRADE: Plumbing/Electrical/HVAC/Construction/Other: _____

JOURNEYMEN					
COMMON LABORERS					
APPRENTICES					
MAXIMUM NO. OF TRAINEES					

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

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

For all new hires, employer/contractor must contact their respective Texas Workforce Solutions Board and access the Work-In-Texas Site and verify that it was done.

https://wit.twc.state.tx.us/WORKINTEXAS/wtx?pageid=APP_HOME&cookiecheckflag=1

Signature: _____

Date: _____

Exhibit H
WORKFORCE CENTER INFORMATION

Workforce Solutions Cameron and Willacy

Pat Hobbs – Executive Director

Brownsville Office

Lori Villarreal – Center Manager
851 Old Alice Road
Brownsville, TX 78520
Tel: (956)546-3141
Fax: (956) 544-6003

Harlingen Office

Belinda Olivarez – Center Manager
601 E. Harrison Street
Harlingen, TX 78550
Tel: (956)423-9266
Fax: (956) 423-3770

Satellite Office (Limited Services)

Lori Villarreal – Center Manager
5636 Southmost Road
Brownsville, TX 78550
Tel: (956) 621-3480
Fax: (956)621-3483

Willacy County

Brenda Guerrero – Center Supervisor
700 FM 3168 Ste. 3
Tel: (956) 689-3412
Fax: (956) 690-0285
Raymondville, TX 78580

*****Centers are open Monday through Friday from 8:00 a.m. to 5:00 p.m., except on federal holidays. *****

EXHIBIT I
SECTION 3 MONTHLY COMPLIANCE FORM

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

Cameron County Program Development & Management Department
1100 E. Monroe Room 105
Brownsville, Texas 78520

Or

CONTRACTOR (present firm(s) you have subcontracted with under this Section 3 Covered Project).

Name of Firm: _____

Project Name: _____ Project Location: _____

For the Month of: _____

I. Hiring /Select one:

- I have not hired any new employees during the month specified.
- I have hired ___ Section 3 employees, and/or ___ non-Section 3 employees during the month.

II. Recruitment

I have taken one or more of the following recruitment steps to hire a Section 3 resident with the highest training and employment priority ranking: (check all that apply)

- I have made Texas Workforce Solutions Center, and/or WorkInTexas.com the initial contact for all new hires.
- I have advertised to fill vacancy(ies) at the site(s), where work is taking place, in connection with this project. Below, I have checked the steps I have taken to find Section 3 low-income residents, from the targeted groups and neighborhoods, to fill any vacancies.
- Placed signs or posters in prominent places at project site(s).
- Taken photographs of the above item to document that the above step was carried out.
- Distributed employment flyers to the administrative office of the local Public Housing Authority.
- Contacted Cameron County employment referrals or Youthbuild Program referrals.
- Kept a log of all applicants and indicated the reasons why Section 3 residents who applied were not hired.
- Retained copies of any employment applications completed by Public Housing Authority, Section 8 certificate or voucher holders or other Section 3 residents.
- Sent a notice about Section 3 training and employment requirements and opportunities to labor organizations or to worker representatives with whom our firm has a collective bargaining or other agreement.

III. Verification

- I have attached proof of all checked items.
- I hereby certify that the above information is a true and correct.

Signature Title Date

Business Name: _____

EXHIBIT K
SECTION 3 EMPLOYEE DATA & CERTIFICATION

The U.S. Department of Housing and Urban Development (HUD) requires that the Cameron County document the income of newly hired persons working on federally-funded construction projects. This form may also be utilized as supportive documentation for Exhibit A (#2) and is intended to comply with HUD Community Development Block Grant requirements.

Section I

Applicant's Name: _____

Job Title: _____

Address: _____

Phone: _____

What is your race? (Circle one)

WHITE

BLACK/AFRICAN AMERICAN

ASIAN

AMERICAN INDIAN/ALASKAN NATIVE

NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER

ASIAN & WHITE

BLACK & WHITE

AM. INDIAN/ALASKAN NATIVE & BLACK

OTHER MULTIRACIAL

Is your family of Hispanic origin? (Circle one)

YES

NO

Do you currently reside in Public Housing? If yes, you do not need to fill out the rest of this form.

(Circle one)

YES

NO

Have you been unemployed in the last 3 years? If yes, you do not need to fill out the rest of this form.

(Circle one)

YES

NO

Section II

At the time of hire by your current employer were you low income/unemployed/ or a Section 3 resident within 3 years of the date of first employment? (Circle One)

YES

NO

How many people are in your family? (Circle one) **1 2 3 4 5 6 7 8+**

What is your family's gross annual income (before taxes)? _____

I certify that all of the above information is true and correct to the best of my knowledge.

Employee's Signature

Date

EXHIBIT L
SECTION 3 EMPLOYEE DATA & CERTIFICATION

El Departamento de Vivienda y Desarrollo Urbano (HUD) requiere que el Condado de Cameron obtenga documentos de ingresos de las personas nuevamente empleadas que trabajan en los proyectos que reciben beneficios de programas federales. Este formulario se puede utilizar como documentación de apoyo para el Anexo A (#2) pero también es requerida para cumplir con los requisitos de Subvención de Bloque de Desarrollo de Comunidad de HUD.

Sección I

Nombre del Participante: _____

Título de Trabajo: _____

Dirección: _____

Teléfono: _____

¿Cuál es su raza? (Circule uno)

AMERICANO

NEGRO/ AMERICANO AFRICANO

ASIÁTICO

INDIO AMERICANO/NATURAL DE ALASKA

NATURAL DE HAWAII/ EL OTRO ISLEÑO PACÍFICO

ASIÁTICO & AMERICANO

AMERICANO AFRICANO & AMERICANO

INDIA AMERICANO/NATURAL DE ALASKA & AMERICANO AFRICANO

EL OTRO MULTI-RACIAL

¿Está su familia de origen hispanico?(Circule uno) **Sí** **No**

¿ En la actualidad reside en una vivienda publica ? Si su respuesta es si, no tiene que terminar este formulario. (Circule uno) **Sí** **No**

¿ Ha estado desempleado en los ultimos tres años ? Si su respuesta es si, no tiene que terminar este formulario. (Circule uno) **Sí** **No**

Sección II

Al momento de ser contratado por su empleador actual, ¿era usted una persona de bajos ingresos / desempleado / o un residente de la Sección 3 en los 3 años siguientes a la fecha de su primer empleo?(Circule uno) **Sí** **No**

¿Cuántos personas en su Familia? (Circule uno) **1** **2** **3** **4** **5** **6** **7** **8+**

¿Cuál es dinero anual gruesa de su familia (antes de impuestos)? _____

Certifico que toda la información ante dicha está verdad y correcta al mejor de mi conocimiento.

Firma del Empleado

Fecha

EXHIBIT M

Contractor Performance Evaluation Form for Reconstruction/ Rehabilitation Assignments

Contractor Name: _____

Date: _____

Evaluated by: _____

The following evaluation is for the period of _____. Contractor performance for the criteria identified below is based on a scale of 1 – 4, four (4) being the highest performance score. Preference in assignments will be given to contractor(s) with the highest total performance score.

1 – Unacceptable 2 – Needs Improvement 3 – Meets Expectation 4 – Exceeds Expectation

Performance Criteria	Score	Supporting Documentation/Observations
Section 3 Compliance 1 - No history with Section 3 hiring. 2 - Full compliance with Section 3 Plans without hiring. 3 - Meeting the targeted Section 3 goals 4 - Exceeding the targeted Section 3 goals, and/ or verification that 30% of hours worked by Section 3 residents, as highest priority award assuming all other performance is adequate.		•
Workmanship/Final Inspection 2 – Passes final inspection, with re-inspection. 4 – Passes final inspection, with no re-inspection needed.		•
Construction Build Time (days) 1 - >90 2 – 61 – 90 3 – 36 – 60 4 - <36 days		•
Customer Service for Contractor Performance Survey 1 – Average Contractor Performance Survey score is less than 2. 2 – Average Contractor Performance Survey score is 2 and 2.9. 3 – Average Contractor Performance Survey score is between 3 and 4. 4 – Average Contractor Performance Survey score is greater than 4.		•
Project Management (1 – 4 points) - Removes all construction debris from the site; leaves home move-in ready - Safe and secure worksite - Appropriate signage and notifications are posted at worksite - Timely submittal of all required documentation including inspection and draw requests		•
Bonus point for Certified Section 3 Business (1 point max)		
Total Performance Score		

Completed by Section 3 Coordinator: _____

Date: _____

Exhibit M#2
HOUSING ASSISTANCE
Contractor Performance Survey

Contractor Name: _____

Date: _____

Evaluated by: _____

Please take a moment to answer our quick survey and evaluate your Contractor's performance for the criteria identified below. Circle a score of 1 – 4, four (4) being the highest score.

The completed home met your expectations as discussed with you prior to beginning the project.	1	2	3	4
The people you worked with were polite and knowledgeable.	1	2	3	4
You were kept informed of progress toward completing your home.	1	2	3	4
The contractor was responsive to your needs.	1	2	3	4
The jobsite was organized and clean.	1	2	3	4
Your new home was move-in ready when you were given keys.	1	2	3	4
Rate the overall performance of your contractor.	1	2	3	4

Total Score _____

Were all concerns regarding the construction of your home resolved? If not, please tell us what was not corrected. **Be as specific as possible.**

Signature of Homeowner: _____

Date: _____

For Office Use

Method survey received	Mail	Phone	Web
Based on homeowner response, is further action required?		Yes	No
Follow Up Assigned to	Date		
Issue Resolved	Yes		No
Notes:			

Staff Signature: _____

EXHIBIT N

Section 3 Action Plan

All firms and individuals bidding on any Section 3 covered contract with Cameron County **MUST COMPLETE AND SUBMIT THIS ACTION PLAN WITH THE BID, OFFER, OR PROPOSAL.** Any solicitation response that does not include this document (completed and signed) will be considered non-responsive and not eligible for award.

PRELIMINARY STATEMENT OF CURRENT WORKFORCE AND HIRING NEEDS

THIS PLAN OUTLINES YOUR COMMITMENT TO CAMERON COUNTY SECTION 3 HIRING GOALS

COMPANY NAME: _____

ADDRESS: _____

PROJECT (BID/RFP#): _____

GENERAL SUBCONTRACTOR

JOB CATEGORY: Examples ADMINISTRATIVE ASST., OFFICE MANAGER, CLERK, PROJECT MANAGER, EQUIPMENT MECHANIC, JANITORIAL, HOUSING MANAGEMENT, LABORER, LANDSCAPER, GLAZIER-JOURNEYMAN, GLAZIER-APPRENTICE, PLUMBER-JOURNEYMAN, PLUMBER- APPRENTICE	(A) # of CURRENT Employees (Core Staff)	(B) PROJECTED # of new Hires FOR THIS PROJECT	(C) PROJECTED # of Section 3 Hires	(D) PROJECTED Section 3 Hires as a Percentage of NEW HIRES
				%
				%
				%
				%
				%
				%
				%

(Check here and attach another sheet if applicable)

Check this box if contractor does not anticipate triggering the regulation by the need for new hiring or subcontracting opportunities. Complete the signature block at the bottom of this page.

I attest that the above information is true and correct. The company certifies that the above table represents the appropriate number of employee positions and also represents the number of Section 3 employees that the company proposes to hire.

Signature

Printed Name

Title

Date

THIS FORM MUST BE RETURNED WITH YOUR BID

"General Decision Number: TX20190003 01/04/2019

Superseded General Decision Number: TX20180008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply

R
Bill Packet
B.I. # 190801
TDA 7216135

to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)...	\$ 12.46	
FORM BUILDER/FORM SETTER		
(Structures).....	\$ 12.30	
FORM SETTER (Paving & Curb).....	\$ 12.16	
LABORER		
Asphalt Raker.....	\$ 10.61	
Flagger.....	\$ 9.10	
Laborer, Common.....	\$ 9.86	
Laborer, Utility.....	\$ 11.53	
Pipelayer.....	\$ 11.87	
Work Zone Barricade		
Servicer.....	\$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 13.48	
Asphalt Paving Machine.....	\$ 12.25	
Broom or Sweeper.....	\$ 10.33	
Crane, Lattice Boom 80		

Tons or Less.....	\$ 14.39
Crawler Tractor.....	\$ 16.63
Excavator, 50,000 lbs or less.....	\$ 12.56
Excavator, over 50,000 lbs..	\$ 15.23
Foundation Drill, Truck Mounted.....	\$ 16.86
Front End Loader Operator, Over 3 CY.....	\$ 13.69
Front End Loader, 3 CY or less.....	\$ 13.49
Loader/Backhoe.....	\$ 12.77
Mechanic.....	\$ 15.47
Milling Machine.....	\$ 14.64
Motor Grader Operator, Rough.....	\$ 14.62
Motor Grader, Fine Grade....	\$ 16.52
Scraper.....	\$ 11.07

Servicer.....\$ 12.34

Steel Worker (Reinforcing).....\$ 14.07

TRUCK DRIVER

Lowboy-Float.....	\$ 13.63
Single Axle.....	\$ 10.82
Single or Tandem Axle Dump..	\$ 14.53
Tandem Axle Tractor with Semi Trailer.....	\$ 12.12

WELDER.....\$ 14.02

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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APPENDIX B

REQUIRED CONTRACT PROVISIONS

REQUIRED CONTRACT PROVISIONS

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REQUIRED CONTRACT PROVISIONS

Italics – Explanatory; not contract language

All Contracts

THRESHOLD	PROVISION	CITATION
None	(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions 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.	2 CFR 200 APPENDIX II (H)
None	The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City’s/County’s TxCDBG contract with TDA.	2 CFR 200.336 (former 24 CFR 85.36(i)(10))
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i)(11))
>\$10,000	<p><i>(B) All contracts in excess of \$10,000 must 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.</i></p> <p><i>Use the following language for contracts > \$ 10,000:</i></p> <p><u>Termination for Cause</u></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models,</p>	2 CFR 200 APPENDIX II(B)

	<p>photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.</p> <p>Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><u>Termination for Convenience of the City/County</u></p> <p>City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.</p> <p>Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.</p>	
<p>>\$50,000</p>	<p><i>(A) Contracts for more than \$50,000 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.</i></p> <p>Use the following language for contracts > \$50,000:</p> <p><u>Resolution of Program Non-compliance and Disallowed Costs</u></p> <p>In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal,</p>	<p>2 CFR 200 APPENDIX II (A)</p>

	state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. <i>[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]</i> If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.	
Option Contract Language for Procurement before Grant Funds Awarded	Payment of the fees [described in ____ section] shall be contingent on CDBG funding. In the event that grant funds are not awarded to the City / County by TDA through the TxCDBG program, this agreement shall be terminated by the City / County.	2 CFR 200.319(a)

Additional provisions for administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	<p><i>(Italics – Explanatory; not contract language)</i></p> <p><i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR 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 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:</i></p>	<p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p>

§60-1.4(b) Equal opportunity clause.

(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the

	<p>compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) 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.</p> <p>(5) 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.</p> <p>(6) 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.</p> <p>(7) 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 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.</p> <p>(8) 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</p>	
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	<p>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.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of</p>	
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	<p>loading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
<p>>\$100,000</p>	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the</p>	<p>24 CFR §135.38</p>

	<p>positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
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Construction Contracts

THRESHOLD	PROVISION	CITATION
<p>>\$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >\$100,000 for Contract Work Hours and Safety</p>	<p><i>HUD 4010 Federal labor standards provisions include:</i></p> <ol style="list-style-type: none"> 1. <i>Davis Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by DOL regulations (29 CFR part 5);</i> 2. <i>Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and</i> 3. <i>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.)</i> 	

Standards Act	<p><i>See HUD 4010 contract language in Appendix F. Inclusion of this language into the construction contract satisfies contract requirements of the separate acts noted.</i></p>	
<p>>\$2,000 (Satisfied with inclusion of HUD 4010)</p>	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, 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 (29 CFR 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. 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 (29 CFR 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 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 the Federal awarding agency.</p>	<p>2 CFR 200 APPENDIX II (D)</p>
<p>>\$10,000</p>	<p><i>(Italics – Explanatory; not contract language)</i></p> <p><i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing</i></p>	<p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p>

regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:

§60-1.4(b) Equal opportunity clause.

(b) *Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:*

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for

	<p>employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) 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.</p> <p>(5) 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.</p> <p>(6) 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.</p> <p>(7) 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 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.</p> <p>(8) 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,</p>	
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	<p>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.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
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	<p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
<p>≥\$100,000</p>	<p>(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must 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 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.</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>
<p>>\$100,000 (Satisfied with inclusion of HUD 4010)</p>	<p>(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, 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 (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, 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</p>	<p>2 CFR 200 APPENDIX II (E)</p>

	<p>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.</p>	
<p>>\$100,000</p>	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p>	<p>24 CFR §135.38</p>

	<p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
<p>>\$150,000</p>	<p>(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award 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 (EPA).</p>	<p>2 CFR 200 APPENDIX II (G)</p>

THE STATE OF TEXAS §
COUNTY OF CAMERON §

**RESOLUTION
ON
PROCUREMENT POLICY
AVOIDING UNNECESSARY & DUPLICATIVE ITEMS
For
HUD COMMUNITY DEVELOPMENT BLOCK GRANT FUNDED PROCUREMENT**

In accordance with 2 Code of Federal Regulations (CFR) Part 200, the County of Cameron hereby adopts and will enforce the following procurement policy and procedures with respect to avoidance of acquisition of unnecessary or duplicative items for Community Development Block Grant or other federal or state funded projects.

PURPOSE The purpose of this Procurement Policy is to ensure that sound business judgment is utilized in all procurement transactions and that supplies, equipment, construction, and services are obtained efficiently and economically and in compliance with applicable federal law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition.

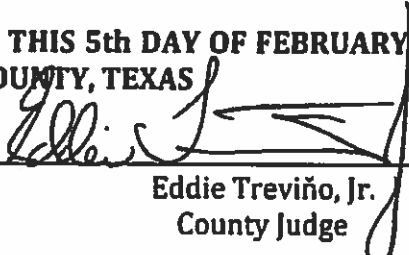
APPLICATION This policy applies to the procurement of all supplies, equipment, construction, and services of and for Cameron County related to the implementation and administration of the CDBG award. All procurement will be done in accordance with 2CFR Part 200 and Appendix II to Part 200.

POLICY GENERAL PROCUREMENT PRACTICES Cameron County will adhere to the following general procurement practices: document procurement standards; maintain oversight of contractors to ensure performance in accord with standards; avoid acquisition of unnecessary or duplicative items; encourage procurement or use of shared goods and services; use Federal excess and surplus property when feasible; encourage value-engineering clauses in construction contracts; award contracts only to responsible contractors; limit use of time and materials contracting; and use good administrative judgment to settle all contractual and administrative issues.

COMPETITION Cameron County will provide full and open competition; prohibit use of state or local geographical preferences; develop written procedures for procurement transactions to ensure competition is not restricted; and ensure that pre-qualified lists are current.

County of Cameron on this date below has introduced and passed a resolution adopting this policy.

**PASSED AND ADOPTED THIS 5th DAY OF FEBRUARY 2019, BY THE COMMISSIONERS
COURT OF CAMERON COUNTY, TEXAS**



Eddie Treviño, Jr.
County Judge

TITLE: Prevention of Unnecessary & Duplicative Purchases - Procurement Policy		Approved by: Auditor Civil Legal
		County Administrator Purchasing Agent
		Date Approved
Effective Date:	Commissioner's Court Date Approved:	Page No: 1 of 1

I. PURPOSE

To ensure that any and all purchases using all State or Federal Grants and all Funds associated including Funds pursuant to 2 Code of (CFR) Part 200 are reviewed in detail to ensure that Unnecessary and/or Duplicative Purchases have not been included in the project or scope. This applies to all materials, equipment, and services.

II. SCOPE

This procedure applies to all purchases using all State or Federal Grants and all Funds associated including Funds pursuant to 2 Code of (CFR) Part 200

III. RESPONSIBILITY

Project Engineer

IV. GENERAL

Whenever a Bid, RFP, RFQ is received using State or Federal Grants and all Funds associated including Funds pursuant to 2 Code of (CFR) Part 200. All Bids recommended for award will be examined in detail to verify that no Unnecessary and/or Duplicative items or services for purchase have been included in the Bid, RFP, RFQ. by vendor/vendors to be used by the County. This step must be verified by project Engineer with a Signed Affidavit included in the Bid file in Purchasing Department, Project file in the PD&M Dept., as well as attached to Agenda for award of Bid, RFP, RFQ and Contract.

If Commissioners Court awards to a firm not recommended for award and not reviewed for (U&D) a subsequent review Affidavit will be prepared and signed by the Project Engineer for the alternate firm selected for award by Commissioners Court and prior to Contract presentation to Commissioners Court for consideration / approval.
(see attached Affidavit).

**RESOLUTION
On
POLICY
FOR
COST PRICE ANALYSIS**

In accordance with 2 Code of Federal Regulations (CFR) Part 200, the County of Cameron hereby adopts and will enforce the following cost price analysis policy with respect to CDBG and other grantees to perform a cost or price analysis for every procurement action in excess of the Simplified Acquisition Threshold including contract modifications (e.g., "change orders").

PURPOSE The purpose of this Procurement Policy is to ensure that sound business judgement is utilized in all procurement transactions and that supplies, equipment, construction, and services are obtained efficiently and economically and in compliance with applicable federal law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open completion.

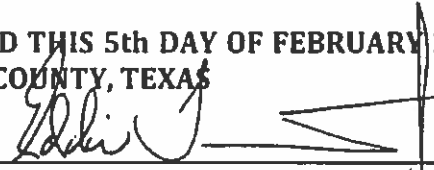
APPLICATION This policy applies to the procurement of all supplies, equipment, construction, and services in excess of the Simplified Acquisition Threshold (\$150,000 or more), including contract modifications.

POLICY GENERAL PROCEDURES

1. Perform Cost & Price Analysis as per the HUD'S CDBG Quick Guide to Cost and Price Analysis for HUD Grantees and Funding Recipients;
2. Project Engineers must prepare project cost price analysis before bidding, before award, and prior to recommending any cost increase change order(s) and;
3. Project Engineer must prepare bid tabulations, which will include his/her pre-bid cost price estimates.


County of Cameron on this date below has introduced and passed a resolution adopting this policy.

PASSED AND ADOPTED THIS 5th DAY OF FEBRUARY 2019, BY THE COMMISSIONERS COURT OF CAMERON COUNTY, TEXAS



Eddie Treviño, Jr.
County Judge

Attest

Sylvia Garza-Perez, County Clerk


SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and Contract documents, including Division 0 and Division 1 Contract requirements and technical Specifications.

1.02 SCOPE OF WORK

- A. This section describes the Project in general and provides an overview of the extent of the Work to be performed by the CONTRACTOR. Detailed requirements and extent of Work is stated in the applicable Specification Sections and shown on the Drawings. CONTRACTOR shall, except as otherwise specifically stated herein or in any applicable part of these Contract Documents, provide and pay for all labor, materials, equipment, tools, construction equipment, and other facilities and services necessary for proper execution, testing, and completion of the Work.
- B. Any part or item of the Work which is reasonably implied or normally required to make the installation satisfactorily operable shall be performed by the CONTRACTOR and the expense thereof shall be included in the applicable unit prices or lump sum prices bid for the Work. It is the intent of these Specifications to provide the OWNER with the complete system. All miscellaneous appurtenances and other items of Work that are incidental to meeting the intent of the Specifications shall be considered as having been included in the applicable unit prices or lump sum prices bid for the Work even though these appurtenances and items may not be specifically called for in the Bid Documents.
- C. The Work shall include furnishing all tools, labor, materials, equipment, spare parts and miscellaneous items necessary for the complete construction of the following:
 - 1. Demolish the existing lift station including the wetwell, valve vault, driveway, control building, electrical components, and all applicable items. Reconstruct Lift Station 7, 18, and 42, including new fiberglass wetwell, pumps, valve vault, mechanical equipment, and sanitary sewer manholes.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Execute all Work, including excavation, installing pipe and backfill, constructing or installing lift station wet wells and associated buildings and odor control, installing electrical equipment, and miscellaneous site work, concrete and testing. The Work of this Contract is specified on the Drawings and in the Technical Specifications listed in the Table of Contents.
- B. Secure all construction-related permits, other than those provided by OWNER, and pay for the same.

- C. Arrange for the necessary temporary water service and pay for this service and all water consumed during the construction Work.
- D. Provide adequate temporary sanitary facilities.

1.04 TRAFFIC CONTROL

- A. Develop and submit a traffic control plan which will show both day and night time operations for the installation of the lift stations, pipelines, and associated improvements in conformance with the current edition of the Texas Manual of Uniform Traffic Control Devices for plan review and approval by the OWNER and TXDOT prior to the start of construction. The TXDOT permit for work in the TXDOT ROW is subject to TXDOT approval of the CONTRACTOR's traffic control plan.
- B. Furnish, install and maintain barricades, warning signs and other traffic handling devices of the size and type specified in the Manual of Uniform Traffic Control Devices or as directed by the ENGINEER or highway department official.
- C. Inspect and properly maintain traffic controls each evening and during the weekend in addition to normal daytime working hours. The CONTRACTOR is responsible for all costs associated with installation and maintenance of traffic controls.
- D. Designate one person who will be accessible to the OWNER on a 24-hour basis and will be responsible for the maintenance of the barricades and the work site.
- E. Coordinate any interruption of traffic with TXDOT, the OWNER, Fire and Police Departments, and the ENGINEER at least 24 hours in advance of such interruptions.
- F. Furnish, install, and maintain street barricades on all dead end streets and as necessary during construction to maintain job safety.

1.05 EASEMENTS OF RIGHT-OF-WAY

- A. CONTRACTOR shall confine his construction operations within the limits indicated on the Drawings, and shall use due care in placing construction tools, equipment, excavated materials, and pipeline materials and supplies so as to cause the least possible damage to property and interference with traffic. If the CONTRACTOR requires additional easement for his operations, the CONTRACTOR is solely responsible for acquisition and maintenance of the easement. No additional compensation will be provided by the OWNER.
- B. Easements
 - 1. Easements across private property are indicated on the Drawings. CONTRACTOR shall set stakes to mark the boundaries of construction easement across private property. The stakes shall be protected and maintained until completion of construction and cleanup.

C. Rights-of-Way

1. Permits for Work in rights-of-way shall be obtained by the CONTRACTOR. All Work performed and all operations of CONTRACTOR, his employees, or subcontractors, within the limits of railroad and highway rights-of-way, shall be in conformity with the requirements and be under the control (through OWNER) of the railroad or highway authority owning, or having jurisdiction over and control of, the right-of-way in each case.

1.06 OPERATION OF EXISTING FACILITIES

- A. Existing water and wastewater facilities shall be kept in continuous operation throughout the construction period. No interruption will be permitted which adversely affects the degree of service provided. Provided permission is obtained from OWNER in advance, portions of the existing facilities may be taken out of service for short periods corresponding with periods of minimum service demands.
- B. CONTRACTOR shall provide temporary facilities and make temporary modifications as necessary to keep the existing facilities in operation during the construction period.

1.07 CONNECTIONS TO EXISTING FACILITIES

- A. Unless otherwise specified or indicated, CONTRACTOR shall make all necessary connections to existing facilities including structures, drain lines, and utilities. In each case, CONTRACTOR shall receive permission from OWNER or the owning utility prior to undertaking connections. CONTRACTOR shall protect facilities against deleterious substances and damage.
- B. Connections to existing facilities which are in service shall be thoroughly planned in advance, and all required equipment, materials and labor shall be on hand at the time of undertaken the connection. Work shall proceed continuously (around the clock) if necessary to complete connections in the minimum time. Operation of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.

1.08 UNFAVORABLE CONSTRUCTION CONDITIONS

- A. No portion of the Work shall be constructed under conditions which adversely affect the quality or efficiency thereof, unless special means or precautions are taken by CONTRACTOR to perform the Work in a proper and satisfactory manner.

END OF SECTION

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SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Measurement and payment criteria applicable to the Work performed under a unit price payment method.
- B. Defect assessment and non-payment for rejected work.

1.02 AUTHORITY

- A. This Section is the authority for measurement methods and definitions of pay items, and supersedes any such direction which may be stated or implied in the Drawings or in individual sections of the technical specifications (Divisions 2 and higher).
- B. Take all measurements and compute quantities. The OWNER will verify measurements and quantities.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.

1.03 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Proposal are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the OWNER determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit sum/prices contracted.

1.04 MEASUREMENT OF QUANTITIES

- A. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- B. Measurement by Area: Measured by square dimension using mean length and width or radius.
- C. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- D. Stipulated Sum/Price Measurement: Items measured by weight, volume, area,

1.05 PAYMENT

- A. Payment Includes: Full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work, including overhead and profit.
- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the OWNER multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work.

1.06 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction for defective Work.
- C. The authority of the OWNER to assess the defect and identify payment adjustment, is final.

1.07 NON-PAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling and disposing of rejected Products.

1.08 STANDARDS FOR COMPUTING PAY ITEMS

- A. See the General Conditions, particularly paragraphs 2.6.3, 2.9, and 14.1, for additional direction regarding use and application of pay items.
- B. The intent of Pay Items is to address all items shown, specified, required, reasonably implied, or otherwise necessary for the completion of the Work indicated in the Contract Documents. No separate payment will be made for costs (including, but not necessarily limited to labor, equipment, materials, or other CONTRACTOR expenses) arising from the completion of the Work which was indicated in the Contract Documents, whether or not a Pay Item expressly includes such costs. Should the Work include costs not expressly included in any Pay Item, CONTRACTOR is presumed to have included such costs in his bid under related pay items.
 - 1. Other Pay Items not specifically listed in the Pay Item Descriptions below, which are for specific work (such as decommissioning or demolition of an existing facility), may be identified in the Bid Form. These items are provided in order to establish a basis for payment upon completion of work including and related to that described for the Pay Item in the Bid Form.
Should the Work include costs not expressly or impliedly included under any Pay Item, CONTRACTOR is presumed to have included such costs in his bid under the Pay Item entitled "ALL OTHER WORK".
- C. Excavation is unclassified, and construction requiring excavation is paid under the appropriate Pay Item value regardless of the character of ground encountered during Construction.
- D. Pay Item Descriptions
 - 1. MOBILIZATION - Lump sum price (which shall not exceed 5% of the Total Base Bid Amount) shall include all work necessary to mobilize, demobilize and remobilize as necessary to perform Work in accordance with the Contract Documents.

2. REMOVE EXISTING PIPE - Price per linear foot of water and/or sewer (gravity or pressure) line removed and disposed of, regardless of size, depth, or material, which follows the same general alignment of proposed pipes. Flow bypass operations to maintain service to connected customers during construction is also included.
3. ABANDON EXISTING PIPE - Price per cubic yard of flowable fill or grout to be placed in existing buried pipes which are to be filled and abandoned in place.
4. (EACH SIZE) PRESSURE PIPE - Price per linear foot of water and/or pressure sewer line regardless of material and depth of installation shall include furnishing, installing, excavating, bedding, backfilling, and testing the pipe and fittings. Also included is the incidental removal and replacement of existing structures (including all occurrences of less than 25 feet of contiguous pipe) which conflict with, but do not follow the same general alignment of proposed pipes. Restoration, including but not limited to replacement of pavement for the width of the trench plus benches on either side of the trench is also included.
5. CONNECT TO EXISTING (EACH SIZE) DRY LINE - Price per each connection shall include all work necessary for locating and making connection to existing inactive pressure line; including fittings and removing abandoned pipe.
6. CONNECT TO EXISTING (EACH SIZE) WET LINE - Price per each connection shall include all work necessary for locating and making connection to existing active pressure line; including fittings and removing abandoned pipe.
7. (EACH SIZE) (EACH TYPE) VALVE - Price per each for buried valves furnished, installed, excavated, bedded, backfilled, and tested, regardless of depth.
8. (EACH SIZE) GRAVITY SEWER AT (EACH DEPTH) - Price per linear foot of gravity sewer line regardless of material shall include furnishing, installing, excavating, bedding, backfilling, and testing the pipe and appurtenances. Depth for payment shall be measured from the finished grade to the invert of the pipe. Connection to existing gravity sewer lines, manholes, and service connections (whether active or inactive), which is necessary for completion and activation of the new sewer, is included. Also included is the incidental removal and replacement of existing structures (including all occurrences of less than 25 feet of contiguous pipe) which conflict with, but do not follow the same general alignment of proposed pipes. Restoration, including but not limited to replacement of pavement for the width of the trench plus benches on either side of the trench is also included.
9. OPEN-CUT SEWER SERVICE LATERALS - Price per each lateral constructed between the sewer main trench excavation and the property line of the customer served, regardless of size, including a new cleanout at the property line, as well as determining location of and making connection to the existing lateral at the property line. Price includes furnishing, installing, excavating, bedding, backfilling, and testing the lateral and appurtenances. Restoration, including but not limited to replacement of pavement for the width of the trench plus benches on either side of the trench is also included.

10. JACKED SEWER SERVICE LATERALS - Price per each lateral constructed between the sewer main trench excavation and the property line of the customer served by jacking methods, regardless of size, including a new cleanout at the property line, as well as determining location of and making connection to the existing lateral at the property line. Price includes furnishing, installing, and testing the lateral and appurtenances, as well as excavating, backfilling, and restoration of entry and exit pit areas.
11. (EACH DIAMETER) MANHOLES AT (EACH DEPTH RANGE) - Price shall be determined per each manhole based on the specified depth range (for example, 0-8 feet, 8-12 feet, etc.). The depth shall be the actual depth from the top to the flow line of the manhole. Price shall include frame and standard or water tight covers. Restoration, including replacement of pavement for the manhole excavation plus benches around the excavation is also included.
12. DROP CONNECTIONS - Price shall be determined per vertical foot for each manhole drop connection constructed regardless of size. Depth for payment shall be measured between the upper and lower inverts of the drop pipe.
13. REMOVE EXISTING MANHOLE - Price per each manhole removed and disposed of, regardless of diameter, depth, or material.
14. ABANDON EXISTING MANHOLE - Price per each manhole abandoned in place, including plugging connected sewer lines, excavating, backfilling, filling manhole, removing upper section(s), and pavement replacement for the extent of the excavation plus benches around the excavation perimeter.
15. JACK & BORE (EACH CASING SIZE) - Price shall be determined per linear foot for furnishing and installing casing pipe by boring or tunneling, furnishing and threading carrier pipe, blocking, sealing ends; excavating, dewatering, and backfilling pits; and all other work that is required to complete the installation.
16. (EACH SIZE) CASING PIPE - OPEN TRENCH - Price shall be determined per linear foot for furnishing and installing casing pipe in an open trench, furnishing and threading carrier pipe, spacers, sealing ends, pits and all other work that is required to complete the installation. Price shall include excavation and backfill.
17. (EACH SIZE) CURE-IN-PLACE PIPING - Price shall be determined per linear foot of pipe, for furnishing, installing, cleaning, and televising cure-in-place piping, and shall include staging and restoration of entry and exit areas. Flow bypass operations to maintain service to connected customers during construction is also included.
18. (EACH EXISTING SIZE X PROPOSED SIZE) PIPE BURSTING - Price shall be determined per linear foot of pipe, for furnishing, installing, and testing pipe burst construction, and shall include staging, excavation, dewatering, backfilling, and restoration of entry and exit areas. Flow bypass operations to maintain service to connected customers during construction is also included.
19. DEWATERING - Price shall be determined per linear foot of pipe installed by open trench methods, where dewatering is deemed necessary by the OWNER's inspector in order to keep the trench dry for pipe installation.
20. TRENCH SAFETY - Price shall be determined per linear foot of trench, where excavation depth exceeds five feet, to include compliance with all applicable OSHA and Texas Health and Safety Code requirements.

21. TRENCH SAFETY PLAN - Lump Sum Price shall include compensation for CONTRACTOR's registered Professional Engineer to design the Trench Safety system, as well as CONTRACTOR's training of employees and other related administration of the Trench Safety Plan.
22. PAVEMENT REPLACEMENT - Price shall be determined per square yard of asphaltic pavement to be replaced outside of utility excavation limits, including removal of existing subgrade, base, and surface, and replacement with new subgrade, base, and surface.
23. PAVEMENT REPAIR - Price shall be determined per square yard of asphaltic pavement to be repaired outside of utility excavation limits, including milling of existing surface, and replacement with new surface.
24. LIFT STATION - Lump Sum Price shall include all work (including, but not limited to civil, mechanical, electrical, structural, start-up, and testing work) within the area of the limits of construction as shown on Drawings as necessary for the complete construction and/or rehabilitation of the lift station, including dewatering, and decommissioning and removal of existing components as called for. Price shall also include associated landscaping and access drive improvements located outside of the proposed fence area or lot, as well as lift station-specific appurtenances (e.g., manhole, flow meter or force main air release valve) and connections located outside of the proposed fence area or lot due to site space limitations.
25. ALL OTHER WORK - Lump Sum Price shall include all work indicated in the Contract Documents (including, but not necessarily limited to labor, equipment, materials, or other CONTRACTOR expenses arising from the completion of the Work) which the CONTRACTOR deems to be expressly and impliedly omitted from, and unrelated to, other Pay Items listed in the Bid Form.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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SECTION 01039
COORDINATION AND MEETINGS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Coordination.
- B. Preconstruction Conference.
- C. Site Mobilization Meeting.
- D. Progress Meetings.
- E. Preinstallation Conference.
- F. Field Engineering.

1.02 COORDINATION

- A. Inform OWNER and ENGINEER of the address for sending to which official correspondence and the address and telephone number of CONTRACTOR's representative who will be Project Manager for the Contract and responsible and available outside of normal working hours for emergency repairs and maintenance of safety devices.
- B. During periods of construction and testing keep OWNER and ENGINEER informed in writing with name, address, and telephone number of CONTRACTOR's representative who will be responsible and available outside of normal working hours for emergency repairs and the maintenance of safety devices.
- C. Identify correspondence, drawings, data and materials, packing slips or other items associated with this Contract as that identified on the Cover.
- D. Coordinate scheduling, submittals, and Work for the various Sections of Specifications to effectuate an efficient and orderly sequence for installing interdependent construction elements, with provisions for accommodating items installed later.
- E. Coordinate Work of various Sections with interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- F. Coordinate space requirements and installation of mechanical and electrical work, which are indicated by diagram on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, maintenance, and repairs.
- G. In finished areas (except as otherwise indicated), conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- H. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for OWNER's partial occupancy.

- I. After OWNER occupancy of premises, coordinate access to site for correction of defective Work and/or incomplete Work to minimize disruption of OWNER's activities.
- J. Provide coordination in accordance with Article 7 of the General Conditions.

1.03 PRECONSTRUCTION CONFERENCE

- A. OWNER to schedule a preconstruction conference in accordance with General Conditions Article 2.
- B. Agenda:
 - 1. Distribute Contract Documents.
 - 2. Finalize preliminary Progress Schedule, submittal schedule and schedule of values.
 - 3. Designate personnel representing each party.
 - 4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, testing, Change Orders and Contract closeout procedures.
 - 5. Scheduling.

1.04 SITE MOBILIZATION MEETING (NOT USED)

- A. OWNER to schedule a meeting at the Project site before CONTRACTOR occupancy.
- B. Attendance Required: OWNER, *ENGINEER, * *Special Consultants, * CONTRACTOR, *CONTRACTOR's Superintendent, * and major Sub CONTRACTORS.
- C. Agenda:
 - 1. Use of premises by OWNER and CONTRACTOR.
 - 2. OWNER's requirements *and *partial* occupancy*.
 - 3. Construction facilities and controls provided by OWNER.
 - 4. Temporary utilities provided by OWNER.
 - 5. Survey and *building* * * layout.
 - 6. Security and housekeeping procedures.
 - 7. Schedules.
 - 8. Procedures for testing.
 - 9. Procedures for maintaining record documents.
 - 10. Requirements for start-up of equipment.
 - 11. Inspection and acceptance of equipment put into service during construction period.

1.05 PROGRESS MEETINGS

- A. OWNER to schedule a progress meeting no later than 60 days after the Preconstruction Conference and a monthly meeting throughout progress of the Work. Make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
- B. Attendance: CONTRACTOR, major Subcontractors, OWNER, and ENGINEER, as appropriate to agenda topics for each meeting.
- C. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Unresolved issues.
 - 3. Review Work progress.

4. Observations, problems, and decisions.
5. Identification of problems that impede planned progress.
6. Review of submittals schedule and status of submittals.
7. Review of off-site fabrication and delivery schedules.
8. Maintenance of progress schedule.
9. Corrective measures to regain projected schedules.
10. Planned progress during succeeding Work period.
11. Coordination of projected progress.
12. Maintenance of quality and work standards.
13. . Effect of proposed changes on progress schedule and coordination.
14. Other business relating to Work.

1.06 PREINSTALLATION CONFERENCE

- A. When required in individual Specification Section, convene a preinstallation conference at work site before commencing Work of the Section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific Section. Notify ENGINEER 5 days in advance of meeting date.
- C. Make arrangements for meeting and preside at conference.
- D. Review conditions of installation, preparation and installation procedures, and coordination with related work.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 FIELD ENGINEERING

- A. Surveying: All surveying shall be performed by a Land Surveyor registered in the State of Texas.
 1. Existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other utilities and construction. Use "One-Call," 1-800-DIG-TESS or (800) 344-8377.
 2. Furnish all surveys necessary to perform the Work. Maintain surveyor's log of control and other survey work. Keep log available for reference.
 3. Verify layout information shown on the Drawings in relation to existing benchmarks before laying out of the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
 4. Promptly report lost or destroyed reference points, benchmarks, or control points. Promptly report requirements relocate reference and control points due to changes in grades. Promptly replace lost or destroyed control points based on the original survey control points.

END OF SECTION

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SECTION 01300
SUBMITTALS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures for:
 - 1. Schedule of Values.
 - 2. Construction Schedules.
 - 3. Shop Drawings, Product Data, and Samples
 - 4. Operations and Maintenance Data.
 - 5. Manufacturer's Certificates.
 - 6. Construction Photographs.
 - 7. Project Record Documents.
 - 8. Video Tapes.
 - 9. Design Mixes.

1.02 SUBMITTAL PROCEDURES

- A. Scheduling and Handling:
 - 1. Schedule submittals well in advance of the need for the material or equipment for construction. Allow time to make delivery of material or equipment after submittal has been approved.
 - 2. Develop a submittal schedule that allows sufficient time for initial review, correction, resubmission and final review of all submittals. The Engineer will review and return submittals to the Contractor as expeditiously as possible but the amount of time required for review will vary depending on the complexity and quantity of data submitted. In no case will a submittal schedule be acceptable which allows less than 30 days for initial review by the Engineer. This time for review shall in no way be justification for delays or additional compensation to the Contractor. Recognizing that time is of the essence, the Contractor is to stamp the top of each submittal with the words ROUTINE or CRITICAL. Routine submittals shall be processed in accordance with the timeframe set forth previously. Critical submittals are those that: were overlooked by the Contractor, involve complex coordination, or are crucial to the successful completion of a specific portion of the project. For critical submittals:
 - a. Contractor shall indicate on the submittal his realistically estimated date of when a review must be returned;
 - b. Upon return of critical submittals, Contractor shall date-stamp the transmittal page with date and time received;
 - c. Contractor is cautioned that the use of critical submittals is not a substitute for proper due diligence on his part. Review of critical submittals found to be routine shall be accompanied by an invoice for excess time and material expenditures that were required in order to complete the critical review as compared to a routine review. The Resident Project Representative shall

make the determination as to whether a critical submittal was in fact routine.

3. The Engineer's review of submittals covers only general conformity to the Drawings, Specifications and dimensions which affect the layout. The Contractor is responsible for quantity determination. Quantities may be verified by the Engineer. The Contractor is responsible for any errors, omissions or deviations from the Contract requirements; review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications.
4. Submit sufficient copies of documents. Unless otherwise specified in the following paragraphs or in the Specifications, provide 3 copies in addition to the number the Contractor requires returned. For portions of the project involving electrical or signal components, provide one additional copy (4 copies in addition to the number the Contractor requires returned).
5. Revise and resubmit submittals as required. Identify all changes made since previous submittal.
6. A maximum of three (3) reviews will be conducted on any one submittal. Submittals requiring more than three (3) reviews will be considered inadequate and result in a recovery of review expenses from the Contractor.
7. The Contractor shall assume the risk for material or equipment which 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.

B. Transmittal Form and Numbering:

1. Transmit each submittal to the Engineer with a Transmittal Cover.
2. Sequentially number each transmittal including the Specification Section number followed by a area designation number and the sequential number beginning with the number 1. Re-submittals shall use the original number with an alphabetic suffix (i.e., 2A for first re-submittal of Submittal 2 or 15C for third re-submittal of Submittal 15). Each submittal shall only contain one type of work, material, or equipment. Mixed submittals will not be accepted.
3. Identify time nature of submittal, either ROUTINE or CRITICAL.
4. Identify variations from requirements of Contract Documents and identify product or system limitations.
5. For submittal numbering of video tapes, see paragraph 1.10 Video.

C. Transmittal Cover:

1. Transmittal Cover, 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. A stamp may be used to print the information on the Transmittal Cover except for the Contractor's signature. Regardless of whether the transmittal cover is typed or stamped, the transmittal cover text shall be a minimum of fourteen (14) point.
2. As a minimum, Transmittal Cover information shall include:
 - a. Contractor's name.
 - b. Job number.
 - c. Submittal number.

- d. Certification statement that the Contractor has reviewed the submittal and it is in compliance with the Contract Documents.
 - e. Signature line for Contractor.
 - f. Submittal type – routine or critical
3. The bottom half of the Transmittal Cover shall be kept blank.

D. Electronic copy submittals:

1. Electronic copies of the approved paper copy Operation and Maintenance Manuals are to be produced in Adobe Acrobat's Portable Document Format (PDF) Version 9.0 or higher.
2. Do not password protect and/or lock the PDF document.
3. Create one (1) PDF document (PDF file) for each equipment O&M Manual.
4. Drawings or other graphics must be converted to PDF format and made part of the one (1) PDF document.
 - a. Scanning to be used only where actual file conversion is not possible.
5. Rotate pages that must be viewed in landscape to the appropriate position for easy reading.
6. Images only shall be scanned at a resolution of 300 dpi or greater.
 - a. Perform Optical Character Recognition (OCR) capture on all images.
 - b. Achieve OCR with the "original image with hidden text" option.
 - c. Word searches of the PDF document must operate successfully to demonstrate OCR compliance.
7. Create bookmarks in the navigation frame, for each entry in the Table of Contents/Index.
 - a. Normally three (3) levels deep (i.e., "Chapter," "Section," "Sub-section").
8. Thumbnails must be generated for each PDF file.
9. Set the opening view for PDF files as follows:
 - a. Initial view: Bookmarks and Page.
 - b. Magnification: Fit in Window.
 - c. Page layout: Single page.
 - d. Set the file to open to the cover page of the manual with bookmarks to the left, and the first bookmark linked to the cover page.
 - e. All PDF documents shall be set with the option "Fast Web View" 1 to open the first 2 pages of the document for the viewer while the rest of the document continues to load.
 - f. File naming conventions:
 - 1) File names shall use a "ten dot three" convention (XXXXXX-YYYY-Z.PDF) where XXXXX is the Specification Section number, YYYY is the area designation number and Z is the sequential submittal number.
10. Labeling:
 - a. As a minimum, include the following labeling on all CD-ROM discs and jewel 19 cases:
 - 1) Project Name.
 - 2) Equipment Name and Project Tag Number.
 - 3) Project Specification Section.
 - 4) Manufacturer Name.
 - 5) Vendor Name.

11. Binding:

- a. Include labeled CD(s) in labeled jewel case(s). Bind jewel cases in standard three-ring binder Jewel Case Page(s), inserted at the front of the Final paper copy submittal.
- b. Jewel Case Page(s) to have means for securing Jewel Case(s) to prevent loss (e.g., flap and strap).

1.03 CONSTRUCTION SCHEDULE

- A. Submit Construction Schedules in accordance with Section 01325 – Construction Schedule.

1.04 OPERATIONS AND MAINTENANCE DATA

- A. Submit Operations and Maintenance data in accordance with Section 01782 - Operations and Maintenance Data.

1.05 MANUFACTURER'S CERTIFICATES

- A. When required in Specification sections, submit manufacturers' certificate of compliance for review by Engineer.
- B. Transmittal Cover, as described in paragraph 1.02C, shall be placed on front page of the certification.
- C. Submit supporting reference data, affidavits, and certifications as appropriate.
- D. Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer.

1.06 CONSTRUCTION PHOTOGRAPHS

- A. Submit Construction Photographs in accordance with Section 01321 – Construction Photographs.

1.07 PROJECT RECORD DOCUMENTS

- A. Submit Project Record Documents in accordance with Section 01785 - Project Record Documents.

1.08 VIDEO

- A. Submit television video tapes as required for Acceptance Testing for Sanitary Sewers.
- B. Transmittal forms for video tapes shall be numbered sequentially beginning with TV01, TV02, etc.

1.09 DESIGN MIXES

- A. When specified in Specifications, submit design mixes for review.
- B. Transmittal Cover, as described in paragraph 1.02C, shall be placed on front page of each design mix.
- C. Mark each design mix to identify proportions, gradations, and additives for each class and type of design mix submitted. Include applicable test results on samples for each mix.

D. Maintain a copy of approved design mixes at mixing plant.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 GENERAL

- A. Submittals made as part of this project will become a vital portion of the project record and will be referenced by the Owner for the useful life of the project. All submittals shall be of high quality. To this end, the following requirements are made:
1. As much as possible, all catalog cuts and manufacturer's information shall be original.
 2. Copies, when required, shall be clean and entirely legible.
 3. Neither facsimiles nor copies of facsimiles are to be included as part of any submittal.
 4. Binders, if used, shall be rugged, lock-ring type. Spine of binders shall be clearly labeled with the information outlined in items 1.02 C.2.a. through c.
- B. Reviewed submittals shall be returned to Contractor for distribution to subcontractors and other trades as required. As a minimum, submittals returned to the Contractor will be marked with review comments indicating findings of the review and giving instruction as to necessity of a re-submittal. The Engineer may, at his option, use a stamp for this purpose. Detailed correspondence covering the review may also accompany returned submittals.

END OF SECTION

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SECTION 01325
CONSTRUCTION SCHEDULE

PART 1 - PART 1 GENERAL

1.01 GENERAL

- A. Provide Construction Schedules for Work included in this Contract in accordance with requirements in this Section. Create a Construction Schedule using Critical Path Method (CPM) computer software capable of mathematical analysis of Precedence Diagramming Method (PDM) schedules. Provide printed activity listings and bar charts in formats described in this Section.
- B. Combine activity listings and bar charts with a narrative report to form the Contractor's Construction Schedule submittal for the Engineer.

1.02 SCHEDULING STAFF

- A. Employ or retain services of an individual experienced in critical path scheduling for the duration of the Contract. This person shall cooperate with the Engineer and shall update the Contractor's schedule at least monthly as required to indicate current status of the Work.

1.03 SUBMITTALS

- A. Make Construction Schedule submittals for review by the Engineer in accordance with requirements of the Conditions of the Contract.
- B. During the pre-construction meeting provide sample bar charts and activity listings produced from the scheduling software proposed. Scheduling software is subject to approval of the Engineer and must meet requirements provided in this Section. Review of the samples will be provided by the Engineer within 7 days of the submittal.
- C. Within 21 days of receipt of approval of the Contractor's format, or 30 days of the Notice to Proceed, whichever is later, submit a proposed Construction Schedule for review. The Construction Schedule submittal shall be based on the following:
 - 1. The level of detail and number of activities required in the schedule are dependent on the project type.
 - a. For wastewater projects, the work shall be categorized by Work Type and Area Code in the schedule.
 - 2. For projects with multiple types of tasks within the scope, these types of work shall be indicated separately within the schedule.
 - 3. For projects with work at different physical locations or service areas, or different facilities within a site, each location or facility shall be indicated separately within the schedule. Work on each floor of a multi-story building shall be shown as separate tasks.
 - 4. For projects with multiple crafts or significant subcontractor components, these elements shall be indicated separately within the schedule. Unless permitted by the Engineer, tasks shall consist of work covered by only one

division of the Project Manual.

5. Unless permitted by the Engineer, each schedule task shall be the same as a schedule of values line item, and vice versa.
 6. For projects with significant major equipment items or materials representing over 5 percent of the Total Contract Price, the schedule shall indicate dates when these items are to be purchased, when they are to be delivered, and when installed. Activities for testing, adjustment, and delivering O & M manuals shall be included.
 7. No task except the acquisition of major equipment items shall represent more than one percent of the Total Contract Price for facility projects and 3 percent of the Total Contract Price for other projects. The duration of tasks may not exceed 40 calendar days.
 8. For projects where operating facilities are involved, each period of work which will impact any process or operation shall be identified in the schedule and must be agreed to by the Engineer and the facility operator prior to starting work in the area.
 9. Construction Schedule submittals shall include:
 - a. Printed bar charts which meet the criteria outlined in this Section and which are produced by the Contractor's approved scheduling software.
 - b. Activity listings which meet the criteria outlined in this Section and which are produced by the Contractor's approved scheduling software.
 - c. Predecessor/successor listing sorted by Activity ID which meets the criteria outlined in this Section and which is produced by the Contractor's approved scheduling software.
 - d. A logic network diagram shall be required with the first construction schedule submittal for facilities projects.
 - e. A graphic or tabular display of estimated monthly billings for the Work shall be prepared and submitted by the Contractor with the first schedule submittal. This information is not required in monthly updates, unless significant changes in work require re-submittal of the schedule for review. The display shall allocate units indicated in the bid schedule or the schedule of values to Construction Schedule activities. (Weighted allocations are acceptable, where appropriate). The dollar value associated with each allocated unit will be spread across the duration of the activity on a monthly basis. The total for each month and a cumulative total will be indicated. These monthly forecasts are only for planning purposes of the Engineer. Monthly payments for actual work completed will be made by the Engineer in accordance with the Conditions of the Contract.
 - f. A narrative report which shall provide the information outlined in this Section.
- D. No payment will be made until the Construction Schedule and billing forecast are accepted by the Engineer.

- E. If the Contractor desires to make changes in his method of operating and scheduling, after approval of the original schedule has been given by the Engineer, the Contractor shall notify the Engineer in writing, stating the reasons for the change. If the Engineer considers these changes to be of significant nature, the Contractor may be required to revise and resubmit for approval all or the affected portion of the Contractor's Construction Schedule to show the effect on the Work.
- F. Upon written request from the Engineer, the Contractor shall revise and submit for approval all or any part of the Construction Schedule submittal to reflect changed conditions in the Work or deviations made from the original plan and schedule.
- G. The Contractor's Construction Schedule shall thereafter be updated with Actual Start and Actual Finish Dates, Percent Complete, and Remaining Duration of each Activity and submitted monthly. The data date to be used in updating the monthly Construction Schedule shall be the same data date as is used in the monthly Application for Payment. This monthly update of the schedule shall be required before the monthly Application for Payment will be processed for payment.

1.04 SCHEDULING COMPUTER SOFTWARE REQUIREMENTS

- A. The Contractor's Construction Schedule shall be created using CPM computer software which provides mathematical analysis of PDM schedules. The software shall be capable of creating bar charts and activity listings which can be sorted by various fields, i.e., Sort by Activity ID; Sort by Early Start; Sort by Total Float; Sort by Area Code; sort by specification section number; and sort by Subcontractor. The software shall be capable of producing a logic network diagram.
- B. The PDM scheduling software shall be capable of producing activity listings and bar charts with the following information for each activity in the schedule:
 - 1. Activity ID
 - 2. Activity Description
 - 3. Estimated (Original) Duration
 - 4. Remaining Duration
 - 5. Actual Duration
 - 6. Early Start Date
 - 7. Late Start Date
 - 8. Early Finish Date
 - 9. Late Finish Date
 - 10. Free Float
 - 11. Total Float
 - 12. Activity Codes (such as Area Code, Work Type, Specification Section, Subcontractor)
- C. The PDM scheduling software shall be capable of printing calendars using the mathematical analysis of the schedule, indicating the Contractor's standard work days of the week and scheduled holidays.

- D. Scheduling software shall be capable of printing an activity listing which indicates the Predecessors and Successors, Lag Factors and Lag Relationships used in creating the logic of the schedule.
- E. Scheduling software shall be capable of printing a bar chart of the entire schedule for the Work included in this Contract. The bar chart format shall provide a monthly time scale and shall be such that a 12-month time scale shall not exceed one page width. Bar charts may be printed or plotted on 8.5" x 11", 8.5" x 14" or 11" x 17" sheet sizes. Over-size plots are not acceptable.

1.05 NARRATIVE SCHEDULE REPORT

- A. The Narrative Report shall include a listing of the Activities Started This Month; Activities Completed This Month; Activities Continued This Month; Activities Scheduled to Start or Complete Next Month; Problems Encountered This Month; Actions Taken to Solve These Problems.
- B. The narrative Schedule Report shall include a description of changes made to the Construction Schedule Logic (i.e., changes in Predecessors and Lags); Activities Added to the Schedule; Activities Deleted from the Schedule; any other changes made to the Schedule other than the addition of Actual Start Dates and Actual Finish Dates and changes of Data Date and Remaining Durations for recalculation of mathematical analysis.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01380
CONSTRUCTION PHOTOGRAPHS AND VIDEO

PART 1 - GENERAL

1.01 PHOTOGRAPHY

- A. CONTRACTOR shall be responsible for the production of pre-construction, during construction (construction progress) and post-construction photographs as provided herein. OWNER's Representative may also designate additional subjects for photographs in addition to the general guidelines identified below.
- B. All photographs must be produced by a competent photographer and shall be digital color photography of commercial quality. All CONTRACTOR-generated photographs must be stored in a .jpeg file format. Each photograph shall be submitted in duplicate as two 3-inch by 5-inch prints of professional quality enclosed in clear plastic binders. The prints shall be accompanied by digital photographs in CD disc format. Each print shall be marked with the name and number of Contract, name of CONTRACTOR, description and location of view and identity of photographer.
- C. Each photograph submittal must include a Photo Log that includes the name and number of Contract, name of CONTRACTOR, the name of the photographer, and company of the photographer, photograph number, the date of the photograph and the filename that the camera assigns to the photo (e.g. MVC-001.jpg). In addition, appropriate descriptive information to properly identify the location of view must be entered into the Photo Log to assist in maintaining a concise project record (e.g. location of MH 5 - Line A or Sta. 2+00 - Line A or location of Sedimentation Basin5, sludge pump A).
- D. All pre-construction photographs must be submitted prior to the CONTRACTOR beginning any Work that may cause site disturbance. All construction progress photographs shall be submitted with the monthly progress payment. All post construction photographs shall be submitted prior to release of final payment to the CONTRACTOR.
 - 1. Pre-construction photographs must be taken at sufficient intervals to be able to fully document the pre-construction conditions of the Work, but in no case less than 100 feet along the street, right-of-way or water/wastewater line route before commencement of Work. Each photograph location shall be taken from a minimum of two (2) views (one forward station view and one backward station view along the street or pipeline route) within the limits of construction. Particular attention must be devoted to pre-existing damage to streets, curbs, sidewalks, driveways, signs, mailboxes, etc. for which the CONTRACTOR could be blamed following construction. An identification marker such as houses, businesses, signs, property numbers, mail boxes, landscaping, etc. must be included in each view to properly confirm its location for ease of later identification. At a minimum, photographs must be taken of the following views:
 - a. the entire street (full width and length)
 - b. all curbs (both sides of street) - all pre-existing curb damage not called for replacement within the Work must be documented, including major cracks
 - c. all driveways, steps, and curbs (both sides of street)

- d. fence and gate conditions
 - e. trees, ornamental shrubs, plantings/planter boxes and evidence of irrigation features
 - f. other privately owned features that might be disturbed by the construction
 - g. prominent utility features, such as: guy wires, poles, signs, valves, meters, pull boxes, etc.
 - h. streams and stream banks within the limits of construction
 - i. other significant or prominent features in order to protect the OWNER and CONTRACTOR following construction (e.g. close up photographs of preexisting broken curbs, cracked/failed pavement, damaged adjacent retaining walls, etc.)
 - j. views of structures in areas where CONTRACTOR will be working within five (5) feet of said structure
 - k. other views as requested by the OWNER
2. For street, right-of-way and/or pipeline alignment documentation, construction progress photographs shall be taken from a minimum of two (2) views (one forward station view and one backward station view along the street and/or pipeline route, and one front view and one side view for fittings and appurtenances of pipeline projects) within the limits of construction. Additional photographs shall be taken at stations of significant features and, for pipeline projects at dead ends, tees, bends, valves, manholes, connections, at locations of concrete placement, at stations which will potentially affect adjacent property owners, and at other such times and locations as requested by the OWNER.
- E. Construction progress photographs of the same views taken during preconstruction photography must be taken during the progress of the Work and shall be submitted monthly with the CONTRACTOR's monthly progress payments. Post-construction photographs must be taken of the same views taken during preconstruction photography to fully document the completed project. Post construction photographs must be taken after cleanup and site restoration, and must be submitted prior to release of final payment.

1.02 PRE-CONSTRUCTION VIDEO

- A. For all horizontal projects (streets and water & wastewater lines) the CONTRACTOR shall also document by video, within the limits of construction, all pre-existing site conditions / elements as documented in above.
- B. The video documentation shall provide a clear and continuous view of the project alignment and everything within the limits of construction.
- C. The video shall not be taken from inside a vehicle that is moving. The video shall be taken standing within the limits of construction, as applicable.
- D. The pre-construction video shall be digital and submitted to the OWNER in CD disc format prior to the occurrence of any site disturbance.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01460
LABORATORY AND INSPECTION SERVICES

PART 1 - GENERAL

1.01 GENERAL DESCRIPTION OF WORK:

- A. This item shall consist of all required testing and inspection services required to provide certification that the completed construction is in substantial compliance with the contract, plans and specifications.
- B. Testing and inspections shall include: all underground utilities (water, sewer & drainage), roadway embankment, subgrade, base & asphalt, curbs of all types, concrete pavements, concrete structures, signage, striping, and all other facilities as may be included in the overall scope of construction.
- C. Inspections may include observations to determine compliance with the prescribed stormwater pollution prevention plan (SW3P), trench safety, personal protection equipment and traffic control plans.
- D. The ENGINEER has the authority to observe, test, inspect, approve, and accept the work. The ENGINEER decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, and acceptable Contract fulfillment. The ENGINEER has the authority to enforce and make effective these decisions.
- E. The ENGINEER acts as a referee in all questions arising under the terms of the Contract. The ENGINEER's decisions will be final and binding.

1.02 MEASUREMENT AND PAYMENT

- A. Measurement:
 - 1. This work shall be considered incidental to the completion of the project and no additional compensation shall be paid for this work.
- B. Payment
 - 1. No separate payment shall be made for this item.

1.03 LABORATORY REPORTS

- A. The testing laboratory shall provide and distribute copies of laboratory reports to the distribution list provided by the Engineer.
- B. One copy of each laboratory report distributed or faxed to the Contractor shall be kept at the site field office for the duration of the project.
- C. Before close of business on the working day following test completion and review, reports which indicate failing test results shall be transmitted immediately via fax from the testing laboratory to the material supplier, Contractor, Engineer and Resident Project Representative.

1.04 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the Work.
- C. Laboratory may not assume any duties of the Contractor.
- D. Laboratory has no authority to stop the Work

1.05 CONTRACTOR RESPONSIBILITIES

- A. Provide safe access to the Work and to manufacturer's facilities for the Engineer, Resident Project Representative and for testing laboratory personnel.
- B. Provide to the testing laboratory a copy of the construction schedule and a copy of each update to the construction schedule.
- C. Notify the Engineer and the testing laboratory during normal working hours of the day previous to the expected time for operations requiring inspection and testing services. If the Contractor fails to make timely prior notification, then the Contractor shall not proceed with the operations requiring inspection and testing services.
- D. Request and monitor testing as required to provide timely results and to avoid delay to the Work. Provide samples to the laboratory in sufficient time to allow the required test to be performed in accordance with specified test methods before the intended use of the material.
- E. Cooperate with laboratory personnel in collecting samples on site. Provide incidental labor and facilities for safe access to the Work to be tested; to obtain and handle samples at the site or at source of products to be tested; and to facilitate tests and inspections including storage and curing of test samples.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 LABORATORY TESTING

- A. All required laboratory testing shall be completed by an independent, qualified testing laboratory approved by the OWNER. All initial testing shall be paid for by the OWNER. Any retesting required shall be paid for by the CONTRACTOR.
- B. Laboratory sampling and testing specified in individual Specification sections shall conform to the latest issues of ASTM standards, TxDOT methods, or other recognized test standards as approved by the Engineer.
- C. The requirements of this section shall also apply to those tests for approval of materials, for mix designs, and for quality control of materials as performed by the testing laboratories employed by the Owner.

- D. Cost for additional review time will be billed to the CONTRACTOR by the OWNER for the actual hours required for the re-testing in accordance with the current rates as established by the contract between the OWNER and the Testing Lab. Cost for the additional review shall be paid to the OWNER by the CONTRACTOR on a monthly basis.

3.02 INSPECTIONS

- A. PROVIDERS: All required inspections shall be provided by either the independent testing laboratory or by the Engineer. All initial inspections conducted during normal business hours (8:00 am to 5:00 pm, Monday – Friday, excluding Holidays) shall be provided by the OWNER at no charge. Any inspections or testing requested by the CONTRACTOR to be provided at any other time will be paid for by the CONTRACTOR. Any re-inspections or re-testing required shall be paid for by the CONTRACTOR.
- B. COSTS: Cost for additional review time will be billed to the CONTRACTOR by the OWNER for the actual hours required for the retesting in accordance with the current rates as established by the contract between the OWNER and the Testing Lab. Cost for the additional review shall be paid to the OWNER by the CONTRACTOR on a monthly basis.
- C. INSPECTORS: Inspectors are authorized representatives of the ENGINEER. Inspectors are authorized to examine all work performed and materials furnished, including preparation, fabrication, and material manufacture. Inspectors inform the CONTRACTOR of failures to meet Contract requirements. Inspectors may reject work or materials and may suspend work until any issues can be referred to and decided by the ENGINEER. Inspectors cannot alter, add, or waive Contract provisions, issue instructions contrary to the Contract, act as foremen for the CONTRACTOR, or interfere with the management of the work. Inspection or lack of inspection will not relieve the CONTRACTOR from obligation to provide materials or perform the work in accordance with the Contract. CONTRACTOR shall provide safe access to all parts of the work and provide information and assistance to the ENGINEER to allow a complete and detailed inspection and give the ENGINEER sufficient notice to inspect the work. Work performed without suitable inspection, as determined by the ENGINEER, may be ordered removed and replaced at CONTRACTOR's expense. CONTRACTOR shall remove or uncover portions of finished work as directed. Once inspected, restore work to Contract requirements. If the uncovered work is acceptable, the costs to uncover, remove, and replace or make good the parts removed will be paid for in accordance "Changes in the Work." If the work is unacceptable, CONTRACTOR shall assume all costs associated with repair or replacement, including the costs to uncover, remove, and replace or make good the parts removed. When a government entity, utility, Railroad Company, or other entity accepts or pays a portion of the Contract, that organization's representatives may inspect the work but cannot direct the CONTRACTOR. The right of inspection does not make that entity a party to the Contract and does not interfere with the rights of the parties to the Contract.

- D. FINAL INSPECTION: After all work is complete, the CONTRACTOR will request a final inspection by the ENGINEER authorized to accept the work. The final inspection will be made as soon as possible, and not later than 5 calendar days after the request. No working day charges will be made between the date of request and final inspection. After the final inspection, if the work is satisfactory, the ENGINEER will notify the CONTRACTOR in writing of the final acceptance of the work. If the final inspection finds any work to be unsatisfactory, the ENGINEER will identify in writing all deficiencies in the work requiring correction. Correct the deficiencies identified. Working day charges will resume if these deficiencies are not corrected within 7 calendar days, unless otherwise authorized by the ENGINEER. Upon correction, the ENGINEER will make an inspection to verify that all deficiencies were corrected satisfactorily. The ENGINEER will provide written notice of the final acceptance.

3.03 SCHEDULING

- A. It shall be the CONTRACTOR'S responsibility to contact either the testing lab or the Brownsville Public Utilities Engineering staff at least 48 hours before the required testing or inspection is to occur.
- B. It shall be the CONTRACTOR'S responsibility to plan the construction in such a manner to allow the appropriate tests and inspections to be conducted without disruption to the construction process.

3.04 PREPARATION

- A. CONTRACTOR shall be responsible for preparing the project site as necessary to conduct all required testing. This shall include, but may not be limited to: proper grading of construction site, completion of required compaction activities, complete installation of all forms, installation of all required reference points (grade stakes), provision of adequate traffic control, additional personnel and/or supplies and all necessary safety measures (i.e. OSHA compliant Trench Safety) as needed.

END OF SECTION

SECTION 01500
TEMPORARY FACILITIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and General provisions of Contract, including General Conditions and Supplementary General Conditions, and Division 1 requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 OFFICE AT THE WORK SITE

- A. During the performance of this Contract, CONTRACTOR shall maintain a suitable office at or near the site of the Work which shall be the headquarters of his superintendent. Any communication given to the superintendent or delivered to CONTRACTOR's office at the site of the Work in his absence shall be deemed to have been delivered to CONTRACTOR.
- B. In addition, CONTRACTOR shall provide a suitable field office with at least 200 square feet of floor space, either adjacent to, or partitioned off from, his office at the site for use by OWNER's Representative. The office shall be provided with outside entrance door with a substantial lock, glazed windows suitable for light and ventilation, and adequate heating, air conditioning, and lighting facilities. CONTRACTOR shall pay all electricity and heating bills and shall provide telephone services with a telephone as specified hereinafter. The office shall be furnished with a desk, two four-drawer filing cabinets, a table, two chairs, a plan rack, and a locker for storage of surveying instruments. The doors on the locker shall be equipped for padlocking. The general arrangement of the office and facilities provided shall be acceptable to OWNER's Representative.

3.02 WATER FOR CONSTRUCTION

- A. All water required for and in connection with the Work to be performed shall be furnished by and at the expense of the CONTRACTOR through meters installed on hydrants. CONTRACTOR shall supply all necessary tools, hose and pipe, and shall make necessary arrangements for securing and transporting such water and shall take water in such a manner, and at such times, that will not produce a harmful drain or decrease of pressure in the OWNER's water system. It shall be the CONTRACTOR's responsibility to make arrangements with the BPUB for the metering and reporting of the amount of water used. Water shall not be used in a wasteful manner. Standard hydrant wrenches shall be used for opening and closing of fire hydrants. In no case shall pipe wrenches be used for this purpose. Temporary lines shall be removed when no longer required.

3.03 TELEPHONE SERVICE

- A. CONTRACTOR shall make all necessary arrangements and pay all installation charges for telephone lines in his offices at the site and shall provide all telephone instruments.

3.04 SANITARY FACILITIES

- A. CONTRACTOR shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing Work or furnishing services on the Project.
- B. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet shall be furnished for each 20 employees. CONTRACTOR shall enforce the use of such sanitary facilities by all personnel at the site.

3.05 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

- A. CONTRACTOR shall protect, shore, brace, support and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the CONTRACTOR's operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement/right-of way. All replacements shall be made with new materials.
- B. CONTRACTOR shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or men to or from the Work, whether by him or his Subcontractors. CONTRACTOR shall make satisfactory and acceptable arrangements with the OWNER of, or the agency having jurisdiction over, the damaged property concerning its repair or replacement or payment of costs incurred in connection with the damage.
- C. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

3.06 TREE AND PLANT PROTECTION

- A. All trees and other vegetation which must be removed to perform the Work shall be removed and disposed of by the CONTRACTOR; however, no trees or cultured plants shall be unnecessarily removed unless their removal is indicated on the Drawings. All trees and plants not removed shall be protected against injury from construction operations.
- B. No tree shall be removed outside of permanent easement(s), except where authorized by the ENGINEER. Whenever practicable, CONTRACTOR shall tunnel beneath trees in yards and parking lots when on or near the line of trenching operations. Hand excavations shall be employed as necessary to prevent injury to trees. Care shall be taken with exposed roots, unearthed during construction, so that roots do not dehydrate causing tree damage.
- C. Trees considered by the ENGINEER to have any significant effect on construction operations are indicated on the Drawings and those which are to be preserved are so indicated.
- D. CONTRACTOR shall take extra measures to protect trees designated to be preserved, using methods shown on the Drawings.

3.07 SECURITY

- A. Security shall be in accordance with Section 01540 - Security.
- B. CONTRACTOR shall be responsible for protection of the site, and all Work, materials, equipment, and existing facilities hereon, against vandals and other unauthorized persons.
- C. No claim shall be made against OWNER by reason of any act of an employee or trespasser, and CONTRACTOR shall make good all damage to the OWNER's property resulting from CONTRACTOR's failure to provide security measures as specified.
- D. Security measures shall be at least equal to those usually provided by OWNER to protect existing facilities during normal operations, and shall also include such additional security fencing, barricades, lighting, and other measures as required to protect the site. When required, the CONTRACTOR shall provide a security plan to the OWNER for review as to appropriateness of the security measures proposed.

3.08 ACCESS ROADS

- A. CONTRACTOR shall establish and maintain temporary access roads to various parts of the site as required to complete the Project. Such roads shall be available for the use of all others performing Work or furnishing services in connection with the Project.

3.09 PARKING

- A. CONTRACTOR shall provide and maintain suitable parking areas for the use of all construction workers and others performing Work or furnishing services in connection with the Project, as required, to avoid any need for parking personal vehicles where they may interfere with public traffic, the OWNER's operations, or construction activities.

3.10 DUST CONTROL

- A. Dust Control during construction of this Project shall be performed daily, as directed by the OWNER's representative. No direct payment will be made for dust control. Dust Control shall be considered subsidiary work relating to various Bid items of the Contract.

3.11 TEMPORARY DRAINAGE PROVISIONS

- A. CONTRACTOR shall be responsible for providing for the drainage of storm water and such water as may be applied or discharged on the site in performance of the Work. CONTRACTOR shall obtain ENGINEER approval for temporary drainage facilities which will handle, carry through, or divert around his Work all drainage flow, including storm flow and flows created by construction activity, to prevent silting of waterways or flooding damage to the property and adjacent property.

3.12 EROSION CONTROL

- A. CONTRACTOR shall prevent erosion of soil on the site and adjacent property resulting from his construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operations which will disturb the natural protection.
- B. CONTRACTOR shall use controls developed from successful techniques elsewhere as approved by ENGINEER. Siltation and/or sedimentation controls shall include dams, berms, and dikes.

3.13 POLLUTION CONTROL

- A. CONTRACTOR shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris and the substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse. No sediment, debris or other substance will be permitted to enter sanitary sewers and reasonable measures shall be taken by CONTRACTOR to prevent such materials from entering any drain or watercourse.
- B. CONTRACTOR shall observe the rules and regulations of the State of Texas and agencies of the U.S. Government prohibiting the pollution of any lake, stream, river, or wetland by the dumping of any refuse, rubbish, dredge material, or debris therein.
- C. CONTRACTOR is specifically cautioned that disposal of materials into any water of the State must conform to the requirements of the Texas Commission on Environmental Quality (TCEQ), and any applicable permit from the U.S. Army Corps of Engineers.

3.14 NOISE CONTROL

- A. CONTRACTOR shall comply with the applicable Noise Ordinances. CONTRACTOR shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound level in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work.

3.15 FENCES

- A. All existing fences affected by the Work shall be maintained by the CONTRACTOR until completion of the Work. Fences which interfere with construction operations shall not be relocated or dismantled until written permission is obtained from the OWNER of the fence, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across any construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.
- B. Upon completion of the Work across any tract of land, CONTRACTOR shall restore all fences to preconstruction, or to a better, condition and to their preconstruction location.

3.16 MAIL BOXES

- A. CONTRACTOR shall remove, reset temporarily, and relocate permanently all mail boxes that are within construction site limits conforming to requirements of United States Postal Service. Mailboxes shall not be laid on the ground, but shall be temporarily reset the same day as removed. Payment for removing and resetting of mail boxes will not be paid for directly, but will be considered subsidiary to the various Bid items. Any damage to mail boxes or posts shall be the responsibility of the CONTRACTOR.

3.17 EMERGENCY FACILITIES

- A. Free access shall be maintained at all times to fire lanes and emergency and utility control facilities such as fire hydrants, fire alarm boxes, police call boxes, and utility valves, manholes, junction boxes, etc. In the event that it is necessary to make one of these facilities temporarily inaccessible, CONTRACTOR shall obtain approval of such action,

and schedule, of Work from the OWNER. CONTRACTOR shall also provide at least 24 hours prior notice to the Fire Department, Police Department, and City Department governing the affected utility. The same Department(s) shall be promptly notified by the CONTRACTOR when such facilities are placed back in unobstructed service.

END OF SECTION

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SECTION 01555
TRAFFIC CONTROL AND REGULATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Traffic Control and Regulation

1.02 METHODS OF PAYMENT

- A. Measurement and payment for Traffic Control and Regulation is on a stipulated price basis.
- B. Payment: Traffic Control and Regulation will be paid for at the Contract lump sum price.

1.03 REFERENCES

- A. Texas Manual of Uniform Traffic Control Devices (TMUTCD)
- B. Texas Department of Transportation (TxDOT) permit (if applicable)
- C. City of Brownsville
- D. Cameron County

1.04 PERFORMANCE REQUIREMENTS

- A. Provide all necessary signs, barricades, marking, lighting, and other equipment and supplies required to comply with the TMUTCD (and TxDOT permit, if applicable)
- B. Provide all necessary certified flagmen required to comply with the TMUTCD (and TxDOT, City, and/or County permit, if applicable)

PART 2 - PRODUCTS

- A. Equipment and materials must be furnished, installed and operated by an experienced contractor regularly engaged in traffic control system design, installation and operation.
- B. All equipment must be in good repair and operating order.
- C. Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

PART 3 - EXECUTION

- A. Provide labor, material, equipment, techniques and methods required to provide safe traffic control and regulation. Monitor effectiveness of the installed system and its effect on adjacent property.
- B. Notify, TxDOT, City and /or County as required by the permit(s) (if applicable).
- C. Provide continuous system operation, including nights, weekends and holidays. Arrange for appropriate backup if electrical power is primary energy source for traffic control system.
- D. Remove system(s) upon completion of construction or when traffic control is no longer required.

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SECTION 01561
TRENCH EXCAVATION AND SHORING SAFETY PLAN

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. This section shall cover CONTRACTOR'S furnishing a Safety System Plan, and all labor and materials for installation and maintenance of the Trench Safety System.
- B. Trench safety system for structural excavations which fall under provisions of State and Federal trench safety laws.
- C. For any trench excavation at a depth of five (5) feet or greater, or where shown on plans, provide trench safety system. Trench safety system shall be in accordance with details shown on CONTRACTOR'S Trench Excavation and Shoring Safety Plan.

1.02 MEASUREMENT AND PAYMENT

- A. Unit Prices:
 - 1. Measurement for "Trench Safety System" by linear foot of trench excavated. Shoring of trench at manholes and other line structures to be included in the lineal foot cost.
- B. Payment: The Work performed in conformance with this specification shall be paid as follows:
 - 1. Pay for "Trench Safety System" measured as stated above by the linear feet of trench excavated and as shown on PROPOSAL. Payment shall be full compensation for all Work materials and advance trench safety training employed. There shall be no increase in the Contract price because of the incorporation of CONTRACTOR'S Trench Excavation and Shoring Safety Plan or CONTRACTOR'S detailed plans and specifications for the trench safety system into the bid documents and the Construction Contract. There shall be no increase in the Contract price because of modifications to CONTRACTOR's plans and/or the CONTRACTOR's detail plans and specifications for the trench safety system, whether or not the result of unforeseen or differing site or soil conditions.
 - 2. Pay for "Design of Trench Safety System Plan" developed by CONTRACTOR'S Registered Professional Engineer by lump sum as shown on Bid Proposal. Payment by OWNER shall be full compensation for all professional services relating to the CONTRACTOR's submittal to OWNER of the "Trench Safety System Plan".
- C. Stipulated Price (Lump Sum). If the Contract is a Stipulated Price Contract, payment for work in this Section is included in the total Stipulated Price.
- D. When not listed as separate contract pay item, "Trench Safety System" shall be considered as incidental work, and the cost thereof including furnishing all materials, labor equipment, tools and incidentals required for the work, all in accordance with the plans and these specifications, shall be incorporated in such contract pay items as are provided in the proposal contract.

1.03 DEFINITIONS

- A. A trench shall be defined as a narrow excavation (in relation to its depth) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet.
- B. The trench safety system requirements will apply to larger open excavations if the erection of structures (or other installations) limits the space between the excavation slope and installed structure to dimensions equivalent of a defined trench above.
- C. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

1.04 SUBMITTALS

- A. Submit a Trench Excavation Protection System and Plan specifically for the construction of trench excavation. Design the trench safety program to be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavations.
- B. Construction and shop drawings containing deviations from OSHA standards or special designs shall be sealed by a State of Texas Registered Professional Engineer retained and paid by Contractor.
- C. Review of the Contractor's Trench Excavation Protection System and Plan by the Owner's Representative will only be in regard to compliance with this specification and will not constitute approval by the Owner nor relieve Contractor of obligations under State and Federal trench safety regulations.

1.05 REGULATORY REQUIREMENTS

- A. Install and maintain trench safety systems in accordance with the detail specifications set out in the provision of Excavations, Trenching, and Shoring, Federal Occupation Safety and Health Administration (OSHA) Standards.

1.06 INDEMNIFICATION

- A. Contractor shall indemnify and hold harmless the Owner, its employees and agents, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgements or claims by anyone for injury or death of persons resulting from the collapse or failure of trenches constructed under this Contract.
- B. Contractor acknowledges and agrees that this indemnity provision provides indemnity for the Owner in case the Owner is negligent either by act or omission in providing for trench safety, including, but not limited to safety program and design reviews, inspections, failures to issue stop work orders, and the hiring of the Contractor.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. The materials used in the Trench Safety System shall be furnished by the CONTRACTOR, as approved by the OWNER, to comply with the requirements of the

work of the CONTRACTOR as specified therein.

- B. Timber. Trench sheeting materials to be full size, a minimum of two inches in thickness, solid and sound, free from weakening defects such as loose knots and splits.
- C. Steel Sheet Piling. Steel sheet piling shall at a minimum conform to one of the following specifications:
 - 1. ASTM A328.
 - 2. ASTM A572, Grade 50.
 - 3. ASTM A690.
- D. Steel for stringers (wales) and cross braces shall conform to ASTM A588.
- E. Steel Trench Boxes. Portable steel trench box shall at a minimum be constructed of steel conforming to ASTM Specification A-36. Connecting bolts used shall conform to Specifications ASTM A-3 07. Welds to conform to requirements of AWS Specification D1.1.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install and maintain trench safety systems in accordance with provisions of OSHA.
- B. Install specially designed trench safety systems plan in accordance with the Contractor's Trench Safety System Plan.
- C. A competent person, as identified in the Contractor's Trench Safety System Plan, shall verify that trench boxes and other pre-manufactured systems are certified for the actual installation conditions.
- D. Timber Sheeting.
 - 1. Timber sheeting and size of uprights, stringers (wales), and cross bracing to be installed in accordance with CONTRACTOR'S plan. Place cross braces in true horizontal position, spaced vertically, and secured to prevent sliding, falling, or kick outs. Cross braces to be placed at each end of stringers (wales), in addition to other locations required. Cross braces and stringers (wales) to be placed at splices of uprights, in addition to other locations required.
- E. Steel Sheet Piling.
 - 1. Steel sheet piling of equal or greater strength may be used in lieu of timber trench shoring shown in the OSHA tables (proposed standards). Drive steel sheet piling to at least minimum depth below trench bottom as recommended by CONTRACTOR'S Registered Professional Engineer providing design. Place cross braces in true horizontal position, spaced vertically and secured to prevent sliding, falling, or kick outs. Cross braces to be placed at each end or stringers (wales), in addition to other locations required.
- F. Trench Boxes.
 - 1. Portable trench box may be used in lieu of timber trench shoring shown in the OSHA tables (proposed standards) and shall be designed to provide equal or greater protection than timber trench shoring shown in the OSHA tables. In cases where top

of portable trench box will be below top of trench, the trench must be sloped to the maximum allowable slope for the soil conditions existing on the Project. In areas where a sloped trench will affect the integrity of existing structures, CONTRACTOR to protect structures prior to sloping trench.

G. Trench Jacks.

1. When trench jacks are used for cross bracing and/or stringers (wales), the trench jacks shall provide protection greater than or equal to the timber cross bracing shown in the OSHA tables (proposed standards). Trench jacks to be placed at each end of stringers (wales) in addition to other locations required.

3.02 SUPERVISION. CONTRACTOR

- A. Supervision Contractor must provide competent supervisory personnel at each trench while Work is in progress to ensure CONTRACTOR's methods, procedures, equipment, and materials pertaining to the safety systems in this Item are sufficient to meet requirements of current Texas Law and OSHA Standards.

3.03 MAINTENANCE OF SAFETY SYSTEM

- A. The safety system shall be maintained in the condition as shown on the Trench Excavation and Shoring Safety Plan as designed by the CONTRACTOR's Registered Professional Engineer. The CONTRACTOR shall take all necessary precaution to ensure the safety systems are not damaged during their use. If at any time during its use a safety system is damaged, personnel shall be immediately removed from the trench excavation area and the safety system repaired. The CONTRACTOR shall take all necessary precautions to ensure no loads, except those provided for in the plan, are imposed upon the trench safety system.

3.04 INSPECTION

- A. Contractor, or Contractor's independently retained consultant, shall make daily inspections of the trench Excavation Protection System to ensure that the installed systems and operations meet OSHA and other personnel protection regulations requirements.
- B. If evidence of possible cave-ins or slides is apparent, Contractor shall immediately stop work in the trench and move personnel to safe locations until the necessary precautions have been taken by Contractor to safeguard personnel entering the trench.
- C. Maintain a permanent record of daily inspections.

3.05 REMOVAL

- A. Bed and backfill pipe to a point at least one (1) foot above top of pipe or other embedded items prior to removal of any portion of trench safety system. Bedding and backfill to be in accordance to other applicable specification items. Backfilling and removal of trench supports shall be in accordance with CONTRACTOR's Trench Excavation and Shoring Safety Plan. Removal of trench safety system to be accomplished in such a manner to cause no damage to pipe or other embedded items. Remove no braces or trench supports until all personnel have evacuated the Wench. Backfill trench to within five (5) feet of natural ground prior to removal of entire trench safety system.

3.06 FIELD QUALITY CONTROL

- A. Contractor shall verify specific applicability of the selected or specially designed trench safety systems to each field condition encountered on the project.

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SECTION 01576
WASTE MATERIAL DISPOSAL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Disposal of waste material and salvageable material.

1.02 MEASUREMENT AND PAYMENT

- A. No separate payment will be made for waste material disposal under this Section. Include payment in unit price for related sections.

1.03 SUBMITTALS

- A. Submittals shall conform to requirements of Section 01300 - Submittals.
- B. Obtain and submit disposal permits for proposed disposal sites if required by federal, state and local ordinances.
- C. Submit a copy of written permission from property owner, along with description of property, prior to disposal of excess material.

PART 2 - PRODUCTS - (NOT USED)

PART 3 - EXECUTION

3.01 SALVAGEABLE MATERIAL

- A. Excavated Material: When indicated on Drawings, load, haul, and deposit excavated material at a location or locations shown on Drawings outside the limits of Project.
- B. Other Salvageable Materials: Conform to requirements of individual Specification Sections.

3.02 EXCESS MATERIAL

- A. Vegetation, rubble, broken concrete, debris, asphaltic concrete pavement, excess soil, and other materials not designated for salvage, shall become the property of Contractor and shall be removed from the job site and legally disposed of.
- B. Waste materials shall be removed from the site on a daily basis, such that the site is maintained in a neat and orderly condition.

END OF SECTION

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SECTION 01578

CONTROL OF GROUND WATER AND SURFACE WATER

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Dewatering, depressurizing, draining, and maintaining trenches, shaft excavations, structural excavations, and foundation beds in a stable condition, and controlling ground water conditions for tunnel excavations.
- B. Protecting work against surface runoff and rising flood waters.
- C. Disposing of removed water.

1.02 METHOD OF PAYMENT

- A. No separate payment will be made for control of ground water and surface water. Include the cost to control ground water and surface water in unit price for work in related sections.

1.03 REFERENCES

- A. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5-lb (2.49 kg) Rammer and 12-inch (304.8 mm) Drop.
- B. Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA).
- C. Federal Register 40 CFR (Vol. 55, No. 222) Part 122, EPA Administered Permit Programs (NPDES), Para.122.26(b)(14) Storm Water Discharge.
- D. Texas Commission of Environmental Quality, TCEQ General Permit Number TX150000 Relating to Discharges from Construction Activities.

1.04 DEFINITIONS

- A. Ground water control includes both dewatering and depressurization of water-bearing soil layers.
 - 1. Dewatering includes lowering the water table and intercepting seepage which would otherwise emerge from slopes or bottoms of excavations, or into tunnels and shafts, and disposing of removed water. The intent of dewatering is to increase stability of tunnel excavations and excavated slopes; prevent dislocation of material from slopes or bottoms of excavations; reduce lateral loads on sheeting and bracing; improve excavating and hauling characteristics of excavated material; prevent failure or heaving of the bottom of excavations; and to provide suitable conditions for placement of backfill materials and construction of structures and other installations.
 - 2. Depressurization includes reduction in piezometric pressure within strata not controlled by dewatering alone, as required to prevent failure or heaving of excavation bottom or instability of tunnel excavations.

CONTROL OF GROUND WATER AND SURFACE WATER

- B. Excavation drainage includes keeping excavations free of surface and seepage water.
- C. Surface drainage includes use of temporary drainage ditches and dikes and installation of temporary culverts and sump pumps with discharge lines as required to protect the Work from any source of surface water.
- D. Equipment and instrumentation for monitoring and control of the ground water control system includes piezometers and monitoring wells, and devices, such as flow meters, for observing and recording flow rates.

1.05 PERFORMANCE REQUIREMENTS

- A. Conduct surface and subsurface investigations to identify ground water and surface water conditions and to provide parameters for design, installation, and operation of control systems.
- B. Design a ground water control system, compatible with requirements of Federal Regulations 29 CFR Part 1926 and Section 01561 - Trench Safety Systems, to produce the following results:
 - 1. Effectively reduce the hydrostatic pressure affecting:
 - a. Excavations.
 - b. Tunnel excavation, face stability or seepage into tunnels.
 - 2. Develop a substantially dry and stable subgrade for subsequent construction operations.
 - 3. Preclude damage to adjacent properties, buildings, structures, utilities, installed facilities, and other work.
 - 4. Prevent the loss of fines, seepage, boils, quick condition, or softening of the foundation strata.
 - 5. Maintain stability of sides and bottom of excavations.
- C. Provide ground water control systems that may include single-stage or multiple-stage well point systems, eductor and ejector-type systems, deep wells, or combinations of these equipment types.
- D. Provide drainage of seepage water and surface water, as well as water from any other source entering the excavation. Excavation drainage may include placement of drainage materials, such as crushed stone and filter fabric, together with sump pumping.
- E. Provide ditches, berms, pumps and other methods necessary to divert and drain surface water from excavation and other work areas.
- F. Locate ground water control and drainage systems so as not to interfere with utilities, construction operations, adjacent properties, or adjacent water wells.
- G. Assume sole responsibility for ground water and surface water control systems and for any loss or damage resulting from partial or complete failure of protective measures and any settlement or resultant damage caused by the control operations. Modify control systems or operations if they cause or threaten to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells, or affect potentially contaminated areas. Repair damage

caused by control systems or resulting from failure of the system to protect property as required.

1.06 SUBMITTALS

- A. Submittals shall conform to requirements of Section 01330 - Submittals.
- B. Submit a Ground Water and Surface Water Control Plan for review by the Engineer prior to start of any field work. The plan shall be signed by a Professional Engineer in the State of Texas. Submit a plan to include the following:
 - 1. Results of subsurface investigation and description of the extent and characteristics of water bearing layers subject to ground water control.
 - 2. A description of proposed ground water control systems indicating arrangement, location, depth and capacities of system components, installation details and criteria, and operation and maintenance procedures.
 - 3. A description of proposed monitoring and control system indicating depths and locations of piezometers and monitoring wells, monitoring installation details and criteria, type of equipment and instrumentation with pertinent data and characteristics.
 - 4. Design calculations demonstrating adequacy of proposed systems for intended applications. Define potential area of influence of ground water control operation near contaminated areas.
 - 5. Operating requirements, including piezometric control elevations for dewatering and depressurization.
 - 6. Excavation drainage methods including typical drainage layers, sump pump application and other necessary means.
 - 7. Surface water control and drainage installations.
 - 8. Proposed methods and locations for disposing of removed water.

1.07 ENVIRONMENTAL REQUIREMENTS

- A. Comply with requirements of agencies having jurisdiction.
- B. Obtain permit from TCEQ under the Texas Pollutant Discharge Elimination System (TPDES), for storm water discharge from construction sites.
- C. Monitor ground water discharge for contamination while performing pumping in the vicinity of potentially contaminated sites.

PART 2 - PRODUCTS

2.01 EQUIPMENT AND MATERIALS

- A. Equipment and materials are at the option of Contractor as necessary to achieve desired results for control of ground and surface water.
- B. Eductors, well points, or deep wells, where used, must be furnished, installed and operated by an experienced contractor regularly engaged in ground water control system design, installation, and operation.

- C. All equipment must be in good repair and operating order.
- D. Sufficient standby equipment and materials shall be kept available to ensure continuous operation, where required.

PART 3 - EXECUTION

3.01 GROUND WATER CONTROL

- A. There is a possibility of encountering septic/leaching fields; Contractor may not discharge into public watercourse or drainage but to haul by tank truck to nearest wastewater treatment facility.
- B. Provide labor, material, equipment, techniques and methods to lower, control and manage ground water in a manner compatible with construction methods and site conditions. Monitor effectiveness of the installed system and its effect on adjacent property.
- C. Install, operate, and maintain ground water control systems in accordance with the Ground Water and Surface Water Control Plan. Notify Engineer in writing of any changes made to accommodate field conditions and changes to the Work. Provide revised drawings and calculations with such notification.
- D. Provide for continuous system operation, including nights, weekends, and holidays. Arrange for appropriate backup if electrical power is primary energy source for dewatering system.
- E. Remove system upon completion of construction or when dewatering and control of surface or ground water is no longer required.
- F. Compact backfill to not less than 95 percent of the maximum dry density in accordance with ASTM D 698.

3.02 EXCAVATION DRAINAGE

- A. Contractor may use excavation drainage methods if necessary to achieve well drained conditions. The excavation drainage may consist of a layer of crushed stone and filter fabric, and sump pumping in combination with sufficient wells for ground water control to maintain stable excavation and backfill conditions.

3.03 SURFACE WATER CONTROL

- A. Intercept surface water and divert it away from excavations through use of dikes, ditches, curb
- B. Walls, pipes, sumps or other approved means. The requirement includes temporary works required to protect adjoining properties from surface drainage caused by construction operations.
- C. Divert surface water and seepage water into sumps and pump it into drainage channels or storm drains, when approved by agencies having jurisdiction. Provide settling basins when required by such agencies.

END OF SECTION

CONTROL OF GROUND WATER AND SURFACE WATER

SECTION 01700
PROJECT CLOSEOUT PROCEDURE

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK AND RELATED DOCUMENTS

- A. Furnish all work and materials, appliances, tools, equipment, facilities, transportation and services required and incidental thereto, as shown on drawings and/or specified herein including but not limited to; the submittal of closeout documents, final cleaning of materials and equipment and furnishing permit clearances, guarantees and warranties.
- B. Related Work Specified Elsewhere:
 - 1. Submittal Requirements: Section 01300
- C. The completion of the closeout procedures indicated in these specifications will be a condition for releasing final payment.

1.02 PROJECT CLEAN-UP

- A. Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness. Use only materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material, or as approved by the Engineer/Architect.
- B. Final cleaning shall mean a level of cleanliness generally provided by skilled cleaners using commercial quality, site maintenance equipment and materials.
- C. The Contractor shall schedule a final cleaning as approved by the Engineer/Architect.
- D. The contractor shall restore any disturbed areas or structures to pre-construction conditions or improved conditions.

1.03 ONSITE TRAINING

- A. The Contractor shall provide a demonstration of the operation techniques and methods of the mechanical, electrical and plumbing systems. This demonstration must be coordinated with the Engineer/Architect. The operation and maintenance manuals must be available for use during this training period. Training shall be a minimum of eight (8) hours long.
- B. The Contractor shall propose a time in writing to the Engineer/Architect allowing at least seventy-two (72) hours notice.

1.04 AS BUILT DRAWINGS

- A. Final "As-Built" drawings shall be prepared by the Contractor in accordance with Section 01785 Project Record Documents. These drawings shall indicate all changes or deviations from the construction documents. These drawings shall be submitted as a hard copy and electronic PDF format to the Engineer/Architect on a CD. The drawings must clearly state AS BUILT and be neatly organized.

- B. Copies of “As-Built” wiring diagrams shall be laminated and placed inside each Lift Station’s control panel

1.05 GUARANTEES AND WARRANTIES

- A. The Contractor shall provide a construction warranty letter.
- B. The Contractor shall provide final clearances from all permitting agencies.

1.06 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual Specification sections.
- B. Deliver to location within the Owner’s jurisdiction as directed by the Engineer; obtain receipt prior to final Application for Payment.

1.07 FINAL COMPLETION

- A. The Contractor shall supply a written request for a Final Completion inspection. This request shall include the following:
 1. Certification that the work and actions specified in the Contract Documents has been completed and that the Owner has full use of the site.
 2. All equipment has been tested and balanced and is fully functional.
 3. The Onsite Training Program has been completed and there are no outstanding issues resulting from said program.
 4. A copy of the list of deficiencies generated by the Substantial Completion Inspection, with each item initialed and showing date completed.
 5. A list of all Subcontractors and material suppliers with name, address and phone number. Include source for parts replacement and local representative if different.
 6. Submit all test/adjust/balance records and start-up performance reports.
 7. Submit all tools, keys and any special devices to assure complete operation by the Owner.
 8. Final application for payment.
 9. Waivers, Sworn Statements and Affidavits of Payments to Subcontractors and Suppliers.

END OF SECTION

SECTION 01713
MOBILIZATION

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Organization and mobilization of the Contractor's forces.
- B. Transporting construction plant and equipment to the jobsite and setting up of same.
- C. Transporting various tools, materials, and equipment to the jobsite.
- D. Erection of temporary buildings and facilities as required for field offices, staging, storage, and

1.02 MEASUREMENT AND PAYMENT

- A. Measurement and payment for mobilization is on a stipulated price basis.
- B. Payment: Mobilization will be paid for at the Contract lump sum price, and will include accumulating tools, apparatus, equipment, materials which are not intended to be incorporated in the Work, and personnel, and performing final removal and demobilization. The Contract lump sum price will be paid as follows:
 - 1. 45 percent of the Contract lump sum price will be made upon receipt and approval by the Engineer of the following items (as applicable):
 - a. Schedule of Values
 - b. Trench Protection Plan
 - c. Construction Schedule
 - d. Establishment of Field Office
 - e. Dewatering Plan
 - 2. 45 percent of the Contract lump sum price will be made upon completion of the Work amounting to five percent of Original Contract Price. The amount of Contract Price designated for mobilization may not be applied in the computing of the five percent of the Original Contract Price.
 - 3. 10 percent of the Contract lump sum price after the Engineer has determined that the Contractor has left the work site in a clean condition after the completion of all phases of work.
- C. Mobilization payments will be subject to retainage amounts stipulated in the General Conditions.
- D. All cost difference between the stipulated amount and the actual cost of the initial mobilization and the cost of all subsequent mobilization shall be included in the various other prices bid.

1.03 DESCRIPTION

- A. Mobilization shall include mobilization of all construction equipment, materials, supplies, appurtenances, facilities, and the like which are not intended to be incorporated in the Work, staffed and ready for commencing and prosecuting the Work; and the subsequent demobilization and removal from the jobsite of said equipment,

appurtenances, facilities, and the like upon completion of the Work.

- B. Mobilization shall also include assembly and delivery to the jobsite of plant, equipment, tools, materials, and supplies necessary for the prosecution of work which are not intended to be incorporated in the Work; the clearing of and preparation of the Contractor's work area; the complete assembly, in working order, of equipment necessary to perform the required work; personnel services preparatory to commencing actual work; and all other preparatory work required to permit commencement of the actual work on construction items for which payment is provided under the Contract.

1.04 SUBMITTALS

- A. Refer to Section 01300-Submittals, for the submittal requirements and procedures.
- B. Submit a plan of the proposed layout of the construction site, including fences, roads, parking, buildings, staging, and storage areas, within seven days after the effective date of the Notice to Proceed.

1.05 DELIVERY

- A. Delivery to the jobsite of construction tools, equipment, plant, temporary buildings, materials, and supplies shall be accomplished in conformance with local governing ordinances and regulations.

1.06 TOOLS AND SUPPLIES

- A. Provide construction tools, equipment, materials, and supplies of the types and quantities necessary to facilitate the timely execution of the Work.
- B. Provide personnel, products, construction materials, equipment, tools, and supplies at the jobsite at the time they are scheduled to be installed or utilized.

1.07 DEMOBILIZATION

- A. Upon completion of the Work, remove construction tools, apparatus, equipment mobile units and buildings, unused materials and supplies, plant, and personnel from the jobsite.
- B. Restore all areas utilized for mobilization to their original, natural state or, when called for in the Contract Documents, complete such areas indicated.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 01740
WARRANTIES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This section specifies general administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.

1.02 SUBMITTAL REQUIREMENTS

- A. Submit written warranties to the OWNER prior to the date fixed by the Engineer for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the work, or a designated portion of the work, submit written warranties upon request of the Owner.
- B. Assemble warranties, service, and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
- C. Number of original signed copies required: Two (2) each.
- D. Table of Contents: Neatly types, in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning of warranty, service, or maintenance contract.
 - 5. Duration of warranty, or service maintenance contract.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.03 FORMS OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2 inches x 11 inches, punch sheets for standard 3-post binder.
 - a. Fold larger sheets to fit into binders.
 - 2. Cover: Identify each packet with typed or printed title 'WARRANTIES'. List:
 - a. Title of Project.
 - b. Name of Contractor.
 - 3. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2 inches.

1.04 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) years, unless otherwise specified, commencing at the time of final acceptance by the Owner.
- B. The Contractor shall be responsible for obtaining certificates for equipment warranty for all major equipment specified under Divisions 11, 13, 14, 15 and 16 and which has a 1 HP motor or which lists for more than \$1,000. The Engineer reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's once-year warranty period even though certificates of warranty may not be required.
- C. For certain pieces of equipment, the OWNER may require a warranty greater than one (1) years. The requirement for extended warranty shall be specified in individual sections of the Specifications.

1.05 WARRANTY REQUIREMENTS

- A. Related Damages and Losses: When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
- B. Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that work covered by a warranty has failed, replace, or rebuild the work to an acceptable condition complying with requirements of Contract Documents. The Contractor's is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the OWNER can enforce such other duties, obligations, rights, or remedies.
- E. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- F. The Owner reserves the right to refuse to accept work for the project where a special warranty, certification, or similar commitment is required on such work or part of the work, until evidence is presented that entities required to countersign such commitments are willing to do so.
- G. Disclaimers and Limitations: Manufacturer's disclaimers and limitation on product warranties do not relieve the Contractor of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

PART 2 PRODUCTS – (NOT USED)

PART 3 EXECUTION -(NOT USED)

END OF SECTION

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SECTION 01785
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Maintenance and Submittal of Project Record Documents and samples.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Maintain one record copy of documents at the site in accordance with the Contract Documents.
- B. Store Record Documents and samples in field office if a field office is required by Contract Documents, or in a secure location. Provide files, racks, and secure storage for Record Documents and samples.
- C. Label each document "PROJECT RECORD" in neat, large, printed letters.
- D. Maintain Record Documents in a clean, dry, and legible condition. Do not use Record Documents for construction purposes.
- E. Keep Record Documents and Samples available for inspection by Resident Project Representative.

1.03 RECORDING

- A. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- B. Contract Drawings and Shop Drawings: Legibly mark each item to record all actual construction, or "as built" conditions, including:
 - 1. Measured depths of elements of foundation in relation to finish first floor datum.
 - 2. Measured horizontal locations and elevations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Elevations of underground utilities referenced to bench mark utilized for project.
 - 4. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
 - 5. Field changes of dimension and detail.
 - 6. Changes made by modifications.
 - 7. Details not on original contract drawings.
 - 8. References to related shop drawings and modifications.
- C. Record information with a red felt-tip marking pen on a set of blue or black line opaque drawings, provided by Engineer.

1.04 SUBMITTALS

- A. At contract closeout, deliver Project Record Documents to Engineer and prepare the Final "As-Built" data in accordance with Section 01700 Paragraph 1.04 "AS BUILT DRAWINGS"

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 02317
EXCAVATION AND BACKFILL FOR UTILITIES

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 DEFINITIONS

- A. Pipe Foundation: Suitable and stable native soils that are exposed at the trench subgrade after excavation to depth of bottom of the bedding as shown on the Drawings, or foundation backfill material placed and compacted in over-excavations.
- B. Pipe Bedding: The portion of trench backfill that extends vertically from top of foundation up to a level line at bottom of pipe, and horizontally from one trench sidewall to opposite sidewall.
- C. Haunching: The material placed on either side of pipe from top of bedding up to spring line of pipe and horizontally from one trench sidewall to opposite sidewall.
- D. Initial Backfill: The portion of trench backfill that extends vertically from spring line of pipe (top of haunching) up to a level line 12 inches above top of pipe, and horizontally from one trench sidewall to opposite sidewall.
- E. Pipe Embedment: The portion of trench backfill that consists of bedding, haunching and initial backfill.
- F. Trench Zone: The portion of trench backfill that extends vertically from top of pipe embedment up to pavement subgrade or up to final grade when not beneath pavement.
- G. Unsuitable Material: Unsuitable soil materials are the following:
 - 1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.
 - 2. Materials that cannot be compacted to required density due to either gradation, plasticity, or moisture content.
 - 3. Materials that contain large clods, aggregates, stones greater than 4 inches in any dimension, debris, vegetation, waste or any other deleterious materials.
 - 4. Materials that are contaminated with hydrocarbons or other chemical contaminants.
- H. Suitable Material: Suitable soil materials are those meeting specification requirements. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement are considered suitable, unless otherwise indicated.
- I. Backfill: Suitable material meeting specified quality requirements placed and compacted under controlled conditions.
- J. Ground Water Control Systems: Installations external to trench, such as well points or deep wells. Ground water control includes dewatering to lower ground water, intercepting seepage which would otherwise emerge from side or bottom of trench excavation, and depressurization to prevent failure or heaving of excavation bottom.
- K. Surface Water Control: Diversion and drainage of surface water runoff and rain water away from trench excavation. Rain water and surface water accidentally entering trench shall be controlled and removed as a part of excavation drainage.
- L. Excavation Drainage: Removal of surface and seepage water in trench by sump pumping and using a drainage layer, as defined in ASTM D 2321, placed on the foundation beneath pipe bedding or thickened bedding layer of Class I material.

- M. Trench Conditions are defined with regard to the stability of trench bottom and trench walls of pipe embedment zone. Maintain trench conditions that provide for effective placement and compaction of embedment material directly on or against undisturbed soils or foundation backfill, except where structural trench support is necessary.
 - 1. Dry Stable Trench: Stable and substantially dry trench conditions exist in pipe embedment zone as a result of typically dry soils or achieved by ground water control (dewatering or depressurization) for trenches extending below ground water level.
 - 2. Stable Trench with Seepage: Stable trench in which ground water seepage is controlled by excavation drainage.
 - a. Stable Trench with Seepage in Clayey Soils: Excavation drainage is provided in lieu of or to supplement ground water control systems to control seepage and provide stable trench subgrade in predominately clayey soils prior to bedding placement.
 - b. Stable Wet Trench in Sandy Soils: Excavation drainage is provided in the embedment zone in combination with ground water control in predominately sandy or silty soils.
 - 3. Unstable Trench: Unstable trench conditions exist in the pipe embedment zone if ground water inflow or high water content causes soil disturbances, such as sloughing, sliding, boiling, heaving or loss of density.
- N. Subtrench: Subtrench is a special case of benched excavation. Subtrench excavation below trench shields or shoring installations may be used to allow placement and compaction of foundation or embedment materials directly against undisturbed soils. Depth of a subtrench depends upon trench stability and safety as determined by the CONTRACTOR.
- O. Trench Dam: A placement of low permeability material in pipe embedment zone or foundation to prohibit ground water flow along the trench.
- P. Over-Excavation and Backfill: Excavation of subgrade soils with unsatisfactory bearing capacity or composed of otherwise unsuitable materials below top of foundation as shown on Drawings, and backfilled with foundation backfill material.
- Q. Foundation Backfill Materials: Natural soil or manufactured aggregate of controlled gradation, and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill to provide stable support for bedding. Foundation backfill materials may include concrete seal slabs.
- R. Trench Safety Systems include both protective systems and shoring systems as defined in Section 01561 - Trench Safety Systems.
- S. Trench Shield (Trench Box): A portable worker safety structure moved along the trench as work proceeds, used as a protective system and designed to withstand forces imposed on it by cave-in, thereby protecting persons within the trench. Trench shields may be stacked if so designed or placed in a series depending on depth and length of excavation to be protected.
- T. Shoring System: A structure that supports sides of an excavation to maintain stable soil conditions and prevent cave-ins, or to prevent movement of the ground affecting adjacent installations or improvements.
- U. Special Shoring: A shoring system meeting special shoring as specified in Paragraph 1.07, Special Shoring Design Requirements, for locations identified on the Drawings.

1.03 REFERENCES

- A. ASTM C 12 - Standard Practice for Installing Vitrified Clay Pipe Lines.
- B. ASTM D 558 - Test Methods for Moisture-Density Relations of Soil Cement Mixtures.
- C. ASTM D 698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb (2.49-kg) Rammer and 12-in. (304.8-mm) Drop.
- D. ASTM D 1556 - Test Method for Density in Place by the Sand-Cone Method.
- E. ASTM D 2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity Flow Applications.

- F. ASTM D 2487 - Classification of Soils for Engineering Purposes.
- G. ASTM D 2922 - Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
- H. ASTM D 3017 - Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
- I. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- J. TxDOT Tex-101-E - Preparation of Soil and Flexible Base Materials for Testing.
- K. TxDOT Tex-110-E - Determination of Particle Size Analysis of Soils.
- L. Federal Regulations, 29 CFR Part 1926, Standards-Excavation, Occupational Safety and Health Administration (OSHA).

1.04 SCHEDULING

- A. Schedule work so that pipe embedment can be completed on the same day that acceptable foundation has been achieved for each section of pipe installation, manhole, or other structures.

1.05 SUBMITTALS

- A. Conform to Section 01300 - Submittals.
- B. Submit a written description for information only of the planned typical method of excavation, backfill placement and compaction, including:
 1. Sequence of work and coordination of activities.
 2. Selected trench widths.
 3. Procedures for foundation and embedment placement, and compaction.
 4. Procedure for use of trench boxes and other pre-manufactured systems while assuring specified compaction against undisturbed soil.
 5. Procedure for installation of Special Shoring at locations identified on the Drawings.
- C. Submit a ground and surface water control plan if required.
- D. Submit backfill material sources and product quality information in accordance with requirements.
- E. Submit a trench excavation safety program in accordance with requirements of Section 01561 - Trench Safety System. Include designs for special shoring meeting the requirements defined in Paragraph 1.07, Special Shoring Design Requirements.
- F. Submit record of location of utilities as installed, referenced to survey control points. Include locations of utilities encountered or rerouted. Give stations, horizontal dimensions, elevations, inverts, and gradients.

1.06 TESTS

- A. Testing and analysis of backfill materials for soil classification and compaction during construction will be performed by an independent laboratory provided by the City of McAllen.
- B. Perform backfill material source qualification testing in accordance with requirements of Section 02320 - Utility Backfill Materials for type of pipe being used.

1.07 SPECIAL SHORING DESIGN REQUIREMENTS

- A. Have special shoring designed or selected by the CONTRACTOR'S Professional Engineer to provide support for the sides of the excavations, including soils and hydrostatic ground water pressures as applicable, and to prevent ground movements affecting adjacent installations or improvements such as structures, pavements and utilities. Special shoring may be a pre-manufactured system selected by the CONTRACTOR'S Professional Engineer to meet the project site requirements based on the manufacturer's standard design.

PART 2 - PRODUCTS

2.01 EQUIPMENT

- A. Perform excavation with hydraulic excavator or other equipment suitable for achieving the requirements of this Section.
- B. Use only hand-operated tamping equipment until a minimum cover of 12 inches is obtained over pipes, conduits, and ducts. Do not use heavy compacting equipment until adequate cover is attained to prevent damage to pipes, conduits, or ducts.
- C. Use trench shields or other protective systems or shoring systems which are designed and operated to achieve placement and compaction of backfill directly against undisturbed native soil.
- D. Use special shoring systems where required which may consist of braced sheeting, braced soldier piles and lagging, slide rail systems, or other systems meeting requirements as specified in Paragraph 1.07, Special Shoring Design Requirements.

2.02 MATERIAL CLASSIFICATIONS

- A. Embedment and Trench Zone Backfill Materials: Conform to classifications and product descriptions for particular pipe material.
- B. Concrete Backfill: Conform to requirements for 3000 psi concrete as specified in Section 03308 - Concrete Material & Proportioning.
- C. Concrete for Trench Dams: Concrete backfill or 3 sack premixed (bag) concrete.

PART 3 - EXECUTION

3.01 STANDARD PRACTICE

- A. Install flexible pipe, including "semi-rigid" pipe, to conform to standard practice described in ASTM D 2321, and as described in this Section. Where an apparent conflict occurs between the standard practice and the requirements of this Section, this Section governs.
- B. Install rigid pipe to conform to standard practices described in ASTM C 12, and as described in this Section. Where an apparent conflict occurs between the standard practice and the requirements of this Section, the more stringent requirement will be applied.

3.02 PREPARATION

- A. Maintain barricades and warning lights for streets and intersections affected by the Work, and is considered hazardous to traffic movements.
- B. Perform work to conform to applicable safety standards and regulations. Employ a trench safety system as specified in Section 01561 - Trench Safety Systems.
- C. Immediately notify the agency or company owning any existing utility line which is damaged, broken, or disturbed. Obtain approval from the OWNER and agency for any repairs or relocations, either temporary or permanent.
- D. Remove existing pavements and structures, including sidewalks and driveways, if applicable.
- E. Install and operate necessary dewatering and surface water control measures.
- F. Maintain permanent benchmarks, monumentation, and other reference points. Unless otherwise directed in writing, replace those which are damaged or destroyed.

3.03 PROTECTION

- A. Protect trees, shrubs, lawns, existing structures, and other permanent objects outside of grading limits and within the grading limits as designated on the Drawings, and in accordance with requirements of Section 01411 – Environmental Protection.
- B. Protect and support above-grade and below-grade utilities which are to remain.

- C. Restore damaged permanent facilities to pre-construction conditions unless replacement or abandonment of facilities are indicated on the Drawings.
- D. Take measures to minimize erosion of trenches. Do not allow water to pond in trenches. Where slides, washouts, settlements, or areas with loss of density, pavement failures or potholes occur, repair, recompact, and pave those areas at no additional cost to City.

3.04 EXCAVATION

- A. Except as otherwise specified or shown on the Drawings, install underground utilities in open cut trenches with vertical sides.
- B. Perform excavation work so that pipe, conduit, and ducts can be installed to depths and alignments shown on the Drawings. Avoid disturbing surrounding ground and existing facilities and improvements.
- C. Determine trench excavation widths using the following schedule as related to pipe outside diameter (O.D.). Maximum trench width shall be the minimum trench width plus 24 inches.

<u>Nominal Pipe Size, Inches</u>	<u>Minimum Trench Width, Inches</u>
Less than 18	O.D. + 18
18 to 30	O.D. + 24
Greater than 30	O.D. + 36

- D. Use sufficient trench width or benches above the embedment zone for installation of well point headers or manifolds and pumps where depth of trench makes it uneconomical or impractical to pump from the surface elevation. Provide sufficient space between shoring cross braces to permit equipment operations and handling of forms, pipe, embedment and backfill, and other materials.
- E. Upon discovery of unknown utilities, badly deteriorated utilities not designated for removal, or concealed conditions, discontinue work at that location. Notify the OWNER and obtain instructions before proceeding.
- F. Shoring of Trench Walls.
 - 1. Install Special Shoring in advance of trench excavation or simultaneously with the trench excavation, so that the soils within the full height of the trench excavation walls will remain laterally supported at all times.
 - 2. For all types of shoring, support trench walls in the pipe embedment zone throughout the installation. Provide trench wall supports sufficiently tight to prevent washing the trench wall soil out from behind the trench wall support.
 - 3. Unless otherwise directed by the OWNER, leave sheeting driven into or below the pipe embedment zone in place to preclude loss of support of foundation and embedment materials. Leave rangers, walers, and braces in place as long as required to support sheeting, which has been cut off, and the trench wall in the vicinity of the pipe zone.
 - 4. Employ special methods for maintaining the integrity of embedment or foundation material. Before moving supports, place and compact embedment to sufficient depths to provide protection of pipe and stability of trench walls. As supports are moved, finish placing and compacting embedment.
 - 5. If sheeting or other shoring is used below top of the pipe embedment zone, do not disturb pipe foundation and embedment materials by subsequent removal. Maximum thickness of removable sheeting extending into the embedment zone shall be the equivalent of a 1-inch-thick steel plate. Fill voids left on removal of supports with compacted backfill material.
- G. Use of Trench Shields. When a trench shield (trench box) is used as a worker safety device, the following requirements apply:
 - 1. Make trench excavations of sufficient width to allow shield to be lifted or pulled freely, without damage to the trench sidewalls.

2. Move trench shields so that pipe, and backfill materials, after placement and compaction, are not damaged nor disturbed, nor the degree of compaction reduced.
3. When required, place, spread, and compact pipe foundation and bedding materials beneath the shield. For backfill above bedding, lift the shield as each layer of backfill is placed and spread. Place and compact backfill materials against undisturbed trench walls and foundation.
4. Maintain trench shield in position to allow sampling and testing to be performed in a safe manner.

3.05 HANDLING EXCAVATED MATERIALS

- A. Use only excavated materials which are suitable as defined in this Section. Place material suitable for backfilling in stockpiles at a distance from the trench to prevent slides or cave-ins.
- B. When required, provide additional backfill material conforming to requirements of the particular pipe being installed.
- C. Do not place stockpiles of excess excavated materials on streets and adjacent properties. Protect excess stockpiles for use on site. Maintain site conditions clean and safe.

3.06 GROUND WATER CONTROL

- A. Implement ground and surface water control as required. Provide a stable trench to allow for proper installation.

3.07 TRENCH FOUNDATION

- A. Excavate bottom of trench to uniform grade to achieve stable trench conditions and satisfactory compaction of foundation or bedding materials.
- B. Place trench dams in Class I foundations in line segments longer than 100 feet between manholes, and not less than one in every 500 feet of pipe placed. Install additional dams as needed to achieve workable construction conditions. Do not place trench dams closer than 5 feet from manholes.

3.08 BEDDING, HAUNCHING, AND INITIAL BACKFILL - PLACEMENT AND COMPACTION

- A. Immediately prior to placement of embedment materials, the bottoms and sidewalls of trenches shall be free of loose, sloughing, caving, or otherwise unsuitable soil.
- B. Place embedment including bedding, haunching, and initial backfill as shown on Drawings.
- C. For pipe installation, manually spread embedment materials around the pipe to provide uniform bearing and side support when compacted. Do not allow materials to free-fall from heights greater than 24 inches above top of pipe. Perform placement and compaction directly against the undisturbed soils in the trench sidewalls, or against sheeting which is to remain in place.
- D. Do not place trench shields or shoring within height of the embedment zone unless means to maintain the density of compacted embedment material are used. If moveable supports are used in embedment zone, lift the supports incrementally to allow placement and compaction of the material against undisturbed soil.
- E. Do not damage coatings or wrappings of pipes during backfilling and compacting operations. When embedding coated or wrapped pipes, do not use crushed stone or other sharp, angular aggregates.
- F. Place haunching material manually around the pipe and compact it to provide uniform bearing and side support. If necessary, hold small-diameter or lightweight pipe in place during compaction of haunch areas and placement beside the pipe with sand bags or other suitable means.
- G. Place electrical conduit, if used, directly on foundation without bedding.

- H. Shovel in-place and compact embedment material using pneumatic tampers in restricted areas, and vibratory-plate compactors or engine-powered jumping jacks in unrestricted areas. Compact each lift before proceeding with placement of next lift. Water tamping is not allowed.
- I. For sanitary sewer utility installation adhere to the following material.
 - 1. Class I and II embedment.
 - a. Maximum 6-inches compacted lift thickness.
 - b. Compaction by methods determined by CONTRACTOR to achieve a minimum of 95 percent of the maximum dry density as determined according to ASTM D 698 for Class I and II materials.
 - c. Moisture content Class I and II materials within 2 percent of optimum as determined according to ASTM D 698.
 - 2. Cement stabilized sand.
 - a. Maximum 6-inches compacted lift thickness.
 - b. Compaction by methods determined by CONTRACTOR to achieve a minimum of 95 percent of the maximum dry density as determined according to ASTM D 558 for cement stabilized materials.
 - c. Moisture content of cement stabilized sands on the dry side of optimum as determined according to ASTM D 558 but sufficient for effective hydration.
 - 3. Flowable Fill
 - a. Mixture of sand, Portland cement, fly ash and water to comply with the specification for American Concrete Institute (ACI) 229R-94 Code Controlled Low Strength Materials.

3.09 SECONDARY BACKFILL UNDER PAVED AND UN-PAVED AREAS- PLACEMENT AND COMPACTION

- A. Place backfill for pipe or conduits and restore surface as soon as practicable. Leave only the minimum length of trench open as necessary for construction.
- B. Secondary backfill under paved areas (asphalt or concrete) shall be placed in lifts and compact by methods selected by the CONTRACTOR. Fully compact each lift before placement of the next lift.
 - 1. "Bank Run Sand Backfill"
 - a. Maximum 10-inches compacted lift thickness.
 - b. Compaction by vibratory equipment to a minimum of 95 percent of the maximum dry density determined according to ASTM D 698.
 - c. Moisture content within 2 percent of optimum determined according to ASTM D 698
 - 2. "Cement-stabilized Sand Backfill"
 - a. Maximum lift thickness determined by CONTRACTOR to achieve uniform placement and required compaction, but not exceeding 24 inches.
 - b. Compaction by vibratory equipment to a minimum of 95 percent of the maximum dry density determined according to ASTM D 558.
 - c. Moisture content on the dry side of optimum determined according to ASTM D 558 but sufficient for cement hydration.
 - 3. "Select Backfill"
 - a. Maximum 6-inches compacted thickness.
 - b. Compaction by equipment providing tamping or kneading impact to a minimum of 95 percent of the maximum dry density determined according to ASTM D 698.
 - c. Moisture content within 2 percent of optimum determined according to ASTM D 698.
- C. Secondary backfill under un-paved areas shall be placed in lifts and compact by methods selected by the CONTRACTOR. Fully compact each lift before placement of the next lift. A random backfill of suitable material may be used.
 - 1. Random Backfill
 - a. Maximum 10-inch compacted lift thickness for clayey soils and maximum 12-inch lift thickness for granular soils.
 - b. Compact to a minimum of 90 percent of the maximum dry density determined according to ASTM D 698.

- c. Moisture content within 2 percent of optimum determined according to ASTM D 698.
- 2. Fat clays (CH) may be used as secondary backfill outside paved areas at the CONTRACTOR'S option. If the required density is not achieved, the CONTRACTOR, at his option and at no additional cost to the City, may use lime stabilization to achieve compaction requirements or use a different suitable material.
 - a. Maximum 6-inch compacted lift thickness for clayey soils and maximum 12-inch lift thickness for granular soils.
 - b. Compact to a minimum of 90 percent of the maximum dry density determined according to ASTM D 698.
 - c. Moisture content as necessary to achieve density.
- D. Where damage to completed pipe installation work is likely to result from withdrawal of sheeting, leave the sheeting in place. Cut off sheeting 1.5 feet or more above the crown of the pipe. Remove trench supports within 5 feet from the ground surface.
- E. For sewer pipes, use backfill materials described here as determined by trench limits. As trench zone backfill in paved areas for streets and to one foot back of curbs and pavements, use cement stabilized sand for pipe of nominal sizes less than 36 inches. Uniformly backfill trenches partially within limits one foot from streets and curbs according to the paved area criteria. Use select backfill within one foot below pavement subgrade for rigid pavement. For asphalt concrete, use flexible base material within one foot below pavement subgrade.
- F. When shown on Drawings, a random backfill of suitable material may be used in trench zone for trench excavations outside pavements.
- G. For electric conduits, remove form work used for construction of conduits before placing trench zone backfill.

3.10 MANHOLES, JUNCTION BOXES, AND OTHER PIPELINE STRUCTURES

- A. Meet the requirements of adjoining utility installations for backfill of pipeline structures, as shown on the Drawings.

3.11 FIELD QUALITY CONTROL

- A. Test for material source qualifications as defined in the specifications.
- B. Provide excavation and trench safety systems at locations and to depths required for testing and retesting during construction at no additional cost to Owner.
- C. Tests will be performed on a minimum of three different samples of each material type for plasticity characteristics, in accordance with ASTM D 4318, and for gradation characteristics, in accordance with Tex-101-E and Tex-110-E. Additional classification tests will be performed whenever there is a noticeable change in material gradation or plasticity.
- D. At least three tests for moisture-density relationships will be performed initially for backfill materials in accordance with ASTM D 698, and for cement- stabilized sand in accordance with ASTM D 558. Additional moisture-density relationship tests will be performed whenever there is a noticeable change in material gradation or plasticity.
- E. In-place density tests of compacted pipe foundation, embedment and trench zone backfill soil materials will be performed according to ASTM D 1556, or ASTM D 2922 and ASTM D 3017, and at the following frequencies and conditions.
 - 1. A minimum of one test for every 20 cubic yards of compacted embedment and for every 50 cubic yards of compacted trench zone backfill material.
 - 2. A minimum of three density tests for each full shift of Work.
 - 3. Density tests will be distributed among the placement areas. Placement areas are: foundation, bedding, haunching, initial backfill and trench zone.
 - 4. The number of tests will be increased if inspection determines that soil type or moisture content are not uniform or if compacting effort is variable and not considered sufficient to attain uniform density, as specified.

5. Density tests may be performed at various depths below the fill surface by pit excavation. Material in previously placed lifts may therefore be subject to acceptance/rejection.
 6. Two verification tests will be performed adjacent to in-place tests showing density less than the acceptance criteria. Placement will be rejected unless both verification tests show acceptable results.
 7. Recomputed placement will be retested at the same frequency as the first test series, including verification tests.
- F. Recondition, re-compact, and retest at CONTRACTOR'S expense if tests indicate Work does not meet specified compaction requirements. Core and test for compressive strength for hardened soil cement with nonconforming density, at CONTRACTOR'S expense.
- G. Acceptability of crushed rock compaction will be determined by inspection.

3.12 DISPOSAL OF EXCESS MATERIAL

- A. Properly dispose of excess materials in accordance with requirements of Section 01576.

END OF SECTION

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SECTION 02320
UTILITY BACKFILL MATERIALS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Material Classifications.
- B. Utility Backfill Materials:
 - 1. Bank run sand
 - 2. Select backfill
 - 3. Random backfill
 - 4. Pea gravel
 - 5. Crushed Aggregate
- C. Material Handling and Quality Control Requirements.

1.02 DEFINITIONS

- A. Unsuitable Material: Unsuitable soil materials are the following:
 - 1. Materials that are classified as ML, CL-ML, MH, PT, OH, and OL according to ASTM D 2487.
 - 2. Materials that cannot be compacted to the required density due to either gradation, plasticity, or moisture content.
 - 3. Materials that contain large clods, aggregates, and stones greater than 4 inches in any dimension; debris, vegetation, and waste; or any other deleterious materials.
 - 4. Materials that are contaminated with hydrocarbons or other chemical contaminants.
- B. Suitable Material: Suitable soil materials are the following:
 - 1. Those meeting specification requirements.
 - 2. Unsuitable soils meeting specification requirements for suitable soils after treatment with lime or cement.
- C. Foundation Backfill Materials: Natural soil or manufactured aggregate meeting Class I requirements and geotextile filter fabrics as required, to control drainage and material separation. Foundation backfill material is placed and compacted as backfill where needed to provide stable support for the structure foundation base. Foundation backfill materials may include concrete fill and seal slabs.
- D. Foundation Base: Crushed stone aggregate with filter fabric as required, cement stabilized sand, or concrete seal slab. The foundation base provides a smooth, level working surface for the construction of the concrete foundation.
- E. Backfill Material: Classified soil material meeting specified quality requirements for the designated application as embedment or trench zone backfill.
- F. Embedment Material: Soil material placed under controlled conditions within the embedment zone extending vertically upward from top of foundation to an elevation 12 inches above top of pipe, and including pipe bedding, haunching, and initial backfill.
- G. Secondary Backfill/Trench Zone Backfill: Classified soil material meeting specified quality requirements and placed under controlled conditions in the trench zone from top of embedment zone to base course in paved areas or to the surface grading material in unpaved areas.
- H. Foundation: Either suitable soil of the trench bottom or material placed as backfill of over-excavation for removal and replacement of unsuitable or otherwise unstable soils.
- I. Source: A source selected by the CONTRACTOR for supply of embedment or trench zone backfill material. A selected source may be the project excavation, off-site borrow pits, commercial borrow pits, or sand and aggregate production or manufacturing plants.

- J. Refer to Section 02317 - Excavation and Backfill for Utilities for other definitions regarding utility installation by trench construction.

1.03 REFERENCES

- A. ASTM C 33 - Specification for Concrete Aggregate.
- B. ASTM C 40 - Test Method for Organic Impurities in Fine Aggregates for Concrete.
- C. ASTM C 123 - Test Method for Lightweight Pieces in Aggregate.
- D. ASTM C 131 - Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
- E. ASTM C 136 - Test Method for Sieve Analysis of Fine and Coarse Aggregates.
- F. ASTM C 142 - Test Method for Clay Lumps and Friable Particles in Aggregates.
- G. ASTM D 1140 - Test Method for Amount of Materials in Soils Finer Than No. 200 Sieve.
- H. ASTM D 2487 - Classification of Soils for Engineering Purposes (Unified Soil Classification System).
- I. ASTM D 2488 - Standard Practice for Description and Identification of Soils (Visual-Manual Procedure).
- J. ASTM D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- K. ASTM D 4643 - Method for Determination of Water (Moisture) Content of Soil by the Microwave Oven Method.
- L. TxDOT Tex-101-E - Preparation of Soil and Flexible Base Materials for Testing.
- M. TxDOT Tex-104-E - Test Method for Determination of Liquid Limit of Soils (Part 1)
- N. TxDOT Tex-106-E - Test Method - Methods of Calculating Plasticity Index of Soils.
- O. TxDOT Tex-110-E - Determination of Particle Size Analysis of Soils.

1.04 SUBMITTALS

- A. Conform to requirements of Section 01330 - Submittal Procedures.
- B. Submit a description of source, material classification and product description, production method, and application of backfill materials.
- C. Submit test results for samples of off-site backfill materials to comply with Paragraph 2.03, Materials Testing.
- D. Before stockpiling materials, submit a copy of temporary easement or approval from landowner for stockpiling backfill material on private property.
- E. For each delivery of material, provide a delivery ticket which includes source location.

1.05 TESTS

- A. Perform tests of sources for backfill material in accordance with Paragraph 2.03B.
- B. Verification tests of backfill materials may be performed by the City of Laredo.
- C. Random fill obtained from the project excavation as source is exempt from prequalification requirements by CONTRACTOR but must be inspected by City testing lab for unacceptable materials based on ASTM D 2488.

PART 2 - PRODUCTS

2.01 MATERIAL CLASSIFICATIONS

- A. Materials for backfill shall be classified for the purpose of quality control in accordance with the Unified Soil Classification Symbols as defined in ASTM D 2487. Material use and application is defined in utility installation specifications and Drawings either by class, as described in Paragraph 2.01B, or by product descriptions, as given in Paragraph 2.02.
- B. Class Designations Based on Laboratory Testing:
1. Class I: Well-graded gravels and sands, gravel-sand mixtures, crushed well-graded rock, little or no fines (GW, SW):
 - a. Plasticity index: nonplastic.
 - b. Gradation: D_{60}/D_{10} - greater than 4 percent; amount passing No. 200 sieve - less than or equal to 5 percent.
 2. Class II: Poorly graded gravel and gravel-sand mixtures, little or no fines, poorly graded sands and gravelly sands, little or no fines (GP, SP):
 - a. Plasticity index: nonplastic to 4.
 - b. Gradations: (GP, SP): amount passing No. 200 sieve - less than 5 percent.
 3. Class III: Clayey gravels and sands, poorly graded mixtures of gravel, sand, silt, and clay (GC, SC, and dual classifications, e.g., SP-SC):
 - a. Plasticity index: greater than 7.
 - b. Gradation: amount passing No. 200 sieve - between 12 percent and 50 percent.
 4. Class IVA: Lean clays (CL).
 - a. Plasticity Indexes:
 - 1) Plasticity index: greater than 7, and above A line.
 - 2) Borderline plasticity with dual classifications (CL-ML): PI between 4 and 7.
 - b. Liquid limit: less than 50.
 - c. Gradation: amount passing No. 200 sieve - greater than 50 percent.
 - d. Inorganic.
 5. Class IVB: Fat clays (CH)
 - a. Plasticity index: above A line.
 - b. Liquid limit: 50 or greater.
 - c. Gradation: amount passing No. 200 sieve - greater than 50 percent.
 - d. Inorganic.
 6. Use soils with dual class designation according to ASTM D 2487, and which are not defined above, according to the more restrictive class.

2.02 PRODUCT DESCRIPTIONS

- A. Soils classified as silt (ML), elastic silt (MH), organic clay and organic silt (OL, OH), and organic matter (PT) are not acceptable as backfill materials. These soils may be used for site grading and restoration in unimproved areas as approved by the OWNER. Soils in Class IVB, fat clay (CH) may be used as backfill materials where allowed by the applicable backfill installation specification. Refer to Section 02317 - Excavation and Backfill for Utilities.
- B. Provide backfill material that is free of stones greater than 6 inches, free of roots, waste, debris, trash, organic material, unstable material, non-soil matter, hydrocarbon or other contamination, conforming to the following limits for deleterious materials:
1. Clay lumps: Less than 0.5 percent for Class I, and less than 2.0 percent for Class II, when tested in accordance with ASTM C 142.
 2. Lightweight pieces: Less than 5 percent when tested in accordance with ASTM C 123.
 3. Organic impurities: No color darker than standard color when tested in accordance with ASTM C 40.
- C. Manufactured materials, such as crushed concrete, may be substituted for natural soil or rock products where indicated in the product specification, and approved by OWNER, provided that the physical property criteria are determined to be satisfactory by testing.

- D. Bank Run Sand Backfill: Durable bank run sand classified as SP, SW, or SM by the Unified Soil Classification System (ASTM D 2487) meeting the following requirements:
 - 1. Less than 15 percent passing the number 200 sieve when tested in accordance with ASTM D 1140. The amount of clay lumps or balls not exceeding 2 percent.
 - 2. Material passing the number 40 sieve shall meet the following requirements when tested in accordance with ASTM D 4318:
 - a. Liquid limit: not exceeding 25 percent.
 - b. Plasticity index: not exceeding 7.
- E. Cement Stabilized Sand Backfill.
- F. Select Backfill: Class III clayey gravel or sand or Class IV lean clay with a plasticity index between 7 and 20 or clayey soils treated with lime in accordance with Section 02951 - Pavement Repair and Resurfacing, to meet plasticity criteria.
- G. Random Backfill: Any suitable soil or mixture of soils within Classes I, II, III and IV; or fat clay (CH) where allowed by the applicable backfill installation specification. Refer to Section 02317 - Excavation and Backfill for Utilities.
- H. Pea Gravel: Durable particles composed of small, smooth, rounded stones or pebbles and graded within the following limits when tested in accordance with ASTM C 136:

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

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

7. Gradations, as determined in accordance with Tex-110-E.

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

2.03 MATERIAL TESTING

- A. Ensure that material selected, produced and delivered to the project meets applicable specifications and is of sufficient uniform properties to allow practical construction and quality control.
- B. Source or Supplier Qualification. Perform testing, or obtain representative tests by suppliers, for selection of material sources and products. Provide test results for a minimum of three samples for each source and material type. Tests samples of processed materials from current production representing material to be delivered. Tests shall verify that the materials meet specification requirements. Repeat qualification test procedures each time the source characteristic changes or there is a planned change in source location or supplier. Qualification tests shall include, as applicable:
1. Gradation. Complete sieve analyses shall be reported regardless of the specified control sieves. The range of sieves shall be from the largest particle through the No. 200 sieve.
 2. Plasticity of material passing the No. 40 sieve.
 3. Los Angeles abrasion wear of material retained on the No. 4 sieve.
 4. Clay lumps.
 5. Lightweight pieces
 6. Organic impurities
- C. Production Testing. Provide reports to the OWNER from an independent testing laboratory that backfill materials to be placed in the Work meet applicable specification requirements.
- D. Assist the OWNER in obtaining material samples for verification testing at the source or at the production plant.

PART 3 - EXECUTION

3.01 SOURCES

- A. Use of material encountered in the trench excavations is acceptable, provided applicable specification requirements are satisfied. If excavation material is not acceptable, provide from other approved source.
- B. Identify off-site sources for backfill materials at least 14 days ahead of intended use so that the OWNER may obtain samples for verification testing.

- C. Obtain approval for each material source by the OWNER before delivery is started. If sources previously approved do not produce uniform and satisfactory products, furnish materials from other approved sources. Materials may be subjected to inspection or additional verification testing after delivery. Materials which do not meet the requirements of the specifications will be rejected. Do not use material which, after approval, has become unsuitable for use due to segregation, mixing with other materials, or by contamination. Once a material is approved by the OWNER, expense for sampling and testing required to change to a different material will be credited to the City through a change order.
- D. Bank run sand, select backfill, and random backfill, if available in the project excavation, may be obtained by selective excavation and acceptance testing. Obtain additional quantities of these materials and other materials required to complete the work from off-site sources.
- E. The City does not represent or guarantee that any soil found in the excavation work will be suitable and acceptable as backfill material.

3.02 MATERIAL HANDLING

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

3.03 FIELD QUALITY CONTROL

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

END OF SECTION

SECTION 03001
CONCRETE

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes the furnishing of materials, storing, mixing, handling and the placement of concrete for concrete pavement, precast concrete, cast-in-place structures or as identified for placement within other Specification Sections or as shown on PLANS.

1.02 RELATED REQUIREMENTS (NOT USED)

1.03 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.
1. American Concrete Institute (ACI)
 - a. ACI304R, Guide for Measuring, Mixing, Transporting, and Placing Concrete
 - b. ACI3.04.4R, Placing Concrete with Belt Conveyors
 - c. ACI3.04.5R, Batching, Mixing, and Job Control of Lightweight Concrete
 - d. ACI3.04.6R, Guide for the Use of Volumetric Measuring and Continuous-Mixing Concrete Equipment
 - e. AC1318/318R, Building Code Requirements for Structural Concrete
 2. American Society For Testing And Materials (ASTM)
 - a. ASTM C31, Standard Practice for Making and Curing Concrete Test Specimens in the Field
 - b. ASTM C33, Standard Specification for Concrete Aggregates
 - c. ASTM C39, Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
 - d. ASTM C42, Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
 - e. ASTM C94, Standard Specification for Ready-Mixed Concrete
 - f. ASTM C143/C143A, Standard Test Method for Slump of Hydraulic Cement Concrete
 - g. ASTM C150, Standard Specification for Portland Cement
 - h. ASTM C173, Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
 - i. ASTM C231, Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
 - j. ASTM C232, Standard Test Methods for Bleeding of Concrete
 - k. ASTM C260, Standard Specification for Air-Entraining Admixtures for Concrete
 - l. ASTM C293, Standard Test Method For Flexural Strength of Concrete (Using Simple Beam With Center - Point Loading)
 - m. ASTM C494, Standard Specification for Chemical Admixtures for Concrete
 - n. ASTM C618, Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for use as a Mineral Admixture in Concrete

- o. ASTM C1107, Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink)
- p. ASTM E329, Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

1.04 DEFINITIONS

- A. HRWR - High Range Water Reducing Admixture
- B. ppm - parts per million

1.05 SUBMITTALS

- A. Furnish laboratory reports showing proportions and materials selected will produce laboratory-mixed concrete of specified quality and having strengths 20 percent higher than 28-day strength specified, at maximum slump and maximum air content specified.
- B. Samples
 - 1. Furnish material samples to approved testing laboratory for review and testing.
 - 2. Provide sufficient material quantities for testing and determining mixes to produce concrete classes specified.
- C. Mix Designs
 - 1. Submit mix designs for each different concrete mix proposed for the project.
 - 2. Secure confirmation of laboratory tests on proposed mix designs prior to submittal.
 - 3. Use only approved mix designs.
 - 4. Make required tests of mix as called for elsewhere in this Specification Section under Paragraph 1.05 E.
- D. Reports: Provide certified mill test reports on cement and sieve analysis on aggregates. When fly ash is used, provide documentation to confirm fly ash source is approved by the Texas Department of Transportation for use in concrete for bridges.
- E. Tests
 - 1. Make moisture tests of aggregate to ensure proper batching and proportioning.
 - 2. Provide and maintain curing facilities for test specimens conforming to ASTM C31.
 - 3. For Structural Concrete
 - a. Perform sufficient number of tests to maintain check on quality.
 - b. Conduct tests as per test procedures ASTM C31 and C39 for Compression Test.
 - c. When portland cement concrete (other than high-early-strength concrete) is used, test minimum of two standard 6-inch by 12-inch cylinders at 7 days and minimum of two 6-inch by 12-inch cylinders at 28 days for each 50 yards of concrete placed, for each day's placement, or for each structure, whichever results in more cylinders.
 - d. When high-early-strength concrete is used, test a minimum of two standard 6-inch by 12-inch cylinders at 3 days and minimum of two 6-inch by 12-inch cylinders at 7 days for each 50 cubic yards of concrete placed, for each day's placement, or for each structure, whichever results in more cylinders. Minimum strengths normally required at 7 and 28 days will be required at 3 and 7 days, respectively.
 - 4. For paving concrete, test pavement work as required by PLANS and/or as follows:
 - a. Make one beam for each 1,000 square yards of pavement, or part thereof, for each day's placement, and/or one beam on each street.

- b. Size of beams as required by ASTM C31.
- c. Core sampling in accordance with requirements as indicated on PLANS. If the requirements are not shown on PLANS, make one core for each 1,000 square yards of pavement or at least one core for each street, whichever is least in area. Core samples to be in accordance with ASTM C42.
- d. Fill core hole with nonshrinking grout per ASTM C11 07 at no additional cost to OWNER.
- e. Test core for compressive strength and for thickness in accordance with ASTM C42.
- f. Test for flexural strength in accordance with ASTM C293, "Flexural Strength of Concrete (using simple beam with center-point loading)."
- 5. For air entrainment, make two tests, in accordance with ASTM C231 or C173, for each day's placing.
- 6. Measure slump, in accordance with ASTM C143, periodically, but not less than one measurement for each batch of concrete from which specimens are made.

F. Specimen Handling

- 1. Mark test specimens clearly in a definite sequence.
- 2. Transport and store specimens to prevent damage.
- 3. Provide insulated shed for storage of cylinders and beams.
- 4. Provide records identifying each cylinder with locations from which specimens are taken.
- 5. Cure specimens under laboratory conditions. When there is a possibility of surrounding air temperature falling below 40°F; additional specimens shall be made and cured under job conditions.

G. Failure to Meet Specifications

- 1. Concrete failing to meet specifications will be rejected.
- 2. Should a 3-day (high-early cement) or 7-day (normal cement) test fail to meet established strength requirements, extended curing, or resumed curing, may be required.
- 3. CONTRACTOR to strengthen structures, or replace portions thereof, which fail to meet established strength requirements, at CONTRACTOR's expense.
- 4. Test cores, when required, to be in accordance with procedures of ASTM C42, at no additional cost to OWNER. The OWNER is to select a testing laboratory, conforming to ASTM E329, to make tests throughout the concrete operations. When requested by the OWNER, ENGINEER will monitor tests and review results.

1.06 DELIVERY, STORAGE AND HANDLING

A. Cement

- 1. Store in weather tight enclosures and protect against dampness, contamination, and warehouse set.
- 2. Store off ground in a well-ventilated building.

B. Aggregates

- 1. Stockpile to prevent excessive segregation or contamination with other materials or other sizes of aggregates.
- 2. Use only one supply source for each aggregate stockpile.

C. Admixtures

1. Store to prevent contamination, evaporation, or damage.
2. Protect liquid admixtures from freezing or harmful temperature ranges.
3. Agitate emulsions prior to use.

1.07 MEASUREMENT AND PAYMENT

- A. No separate measurement or payment for work performed under this Section. Include cost of same in contract price bid for work of which this is a component part.

PART 2 - PRODUCTS

2.01 MATERIALS AND/OR EQUIPMENT

- A. Concrete: Ready-mixed concrete conforming to ASTM C94.

1. Cement

- a. ASTM C150, Type I or Type 1/11.
- b. Allowable weight variations and length of storage to be in accordance with ASTM C150.
- c. Use no caked cement.
- d. Deliver in bags for site-mixed concrete.
- e. Use only one brand of cement in anyone structure.

2. Admixtures

- a. Air-entraining admixtures in accordance with ASTM C260.
- b. Water-reducing and retarding admixtures in accordance with ASTM C494, Type A or Type D admixture, modified as follows:
 - 1) Bleeding water no greater than bleeding water of ASTM C494 reference concrete when tested as per ASTM C232.
 - 2) Increase durability, decrease permeability, and increase resistance to surface scaling, when compared to ASTM C494 reference concrete.
 - 3) No chlorides or alkalies added during manufacture of admixture.
- c. High-range water-reducing admixture (superplasticizer) in accordance with ASTM C494, Type F or Type G, modified as follows:
 - 1) Superplasticized concrete to be nonsegregating, have little bleeding, and have physical properties similar to low water cement ratio concrete.
 - 2) Admixture composed of a synthesized sulfonated polymer to be added to the concrete mixer with gauge water at the central batch plant.
 - 3) Use only one liquid admixture to achieve the superplasticized concrete, except where air entrainment is desired, in which case, air entraining admixture to be compatible with superplasticizer admixture.
 - 4) Treated concrete must be capable of maintaining superplastic state in excess of 2 hours.
 - 5) Dosage as recommended by the manufacturer.
- d. Additional Requirements
 - 1) Manufacturer to provide proof of successful field use of waterreducing and retarding admixture from recognized laboratories and other authorities.

- 2) Manufacturer to provide local representative and warehouse facilities, when requested by OWNER.
 - 3) Provide qualified concrete technician to assist in concrete mix design, if required.
 - 4) If required, CONTRACTOR to acquire approved commercial laboratory testing, at no cost to OWNER, to furnish certification of compliance with this specification.
 - 5) Water-reducing and retarding admixtures used in Class A and Class K concrete only, unless otherwise specified.
 - 6) Use manufacturer's published recommended dosage for optimum results as minimum requirements. Dosage may be varied by ENGINEER after analysis of results of local commercial laboratory tests using materials from sources assigned by CONTRACTOR.
 - 7) Dispensing and mixing equipment and procedures at batch plant are subject to approval.
3. Coarse Aggregate
 - a. Durable particles of crushed blast furnace slag, crushed stone, or combination thereof, conforming to ASTM C33.
 - b. Use clean, durable particles, free from frozen materials, clay, salt, alkali, vegetable matter, or other coating which would adversely affect strength of concrete or bonding of aggregate to cement paste.
 - 1) Nonprestressed concrete aggregate: ASTM Size No. 467 (1-1/2 In. to No.4) for liquid containing structural elements 10 inches and thicker, and ASTM Size No. 57 (1 In. to No.4) for all other concrete.
 - 2) Prestressed concrete aggregate: ASTM Size No. 57 (1 In. to No. 4).
 - c. The maximum size coarse aggregate to be as indicated above or no greater than three-fourths of the minimum clear spacing between parallel reinforcing bars or prestressing tendons, whichever is smaller.
 4. Fine Aggregate
 - a. Natural sand as per ASTM C33.
 - b. Fineness modulus between 2.4 and 2.9.
 5. Water
 - a. Free from oils, acids, alkalis, organic matter, or other deleterious substances and not containing more than 1,000 parts per million of sulphates.
 - b. Testing not required from municipal supplies approved by Texas Department of Health, but from other sources water will be sampled and tested, at no additional cost to OWNER, before use.
 6. Slump
 - a. Test method as per ASTM C143.
 - b. As indicated in Classification Table.
 7. Mix Proportioning
 - a. Per CLASSIFICATION TABLE, based on maximum water-cement ratio and minimum strength requirements, with limits set on minimum cement content.
 - b. Increase cement content above minimum or use approved admixtures, without additional cost to OWNER, if type, gradation, or sizes of aggregate being supplied gives concrete mixture not meeting strength and workability requirements.

8. Coring Materials: Per Section "Concrete Structures".

B. Nonshrink Grout: Grout to have moderate fluidity and to conform to CRD-C621.

C. Fly Ash

1. ASTM C618, Class F.
2. Compatible with other concrete ingredients.
3. Obtain proposed fly ash from a source approved by the Texas Department of Transportation for use in concrete for bridges.
4. When fly ash is used, it shall make up from 20% to 25% of the total cementitious material, by weight.

CLASSIFICATION TABLE

Max. Water Content⁽¹⁾

Class- Type	Min Comp. Strength (psi)		Lbs. Water/ Lbs. Cement (W/C)	Min. Cement per C.Y. ⁽²⁾⁽¹⁰⁾ (Lbs.)	Slump Range (in.) [*]	Total Air Content (%)
	7-Day	28-Day				
A - Structural	2,000	3,000	0.55	494	2 ½ to 4 ½	2 ½ to 4 ½
A _{sp} - Structural ⁽³⁾	2,000	3,000	0.50	423	7 to 10 ⁽⁴⁾	3 to 5
B- Slope Protection	1,200	2,000	0.75	400	2 ½ to 4	2 ½
C- Pipe Blocking	----	1,500	0.97	282	3 to 5	3 to 6
D- Seal Slab	----	----	----	376	6 to 8	as needed
E- Monolithic Sewer	2,000	3,000	0.55	564	4 to 6	3 to 5
F- Prestressed ⁽⁵⁾	----	5,000	.51	635	2 to 3	as needed
G- Prestressed ⁽⁵⁾	----	6,000	0.49	658	2 to 3	as needed
K- Structural ⁽⁶⁾	2,800	4,000	0.45	564	3 ½ to 5	2 ½ to 4 ½
K _{sp} - Structural ⁽³⁾	2, 800	4,000	0.40	517	7 to 10 ⁽⁴⁾	3 to 5
K _w - Structural ⁽⁹⁾	2,800	4,000	0.40	517	7 to 10 ⁽⁴⁾	3 to 5
P- Paving 6-Inch ⁽⁸⁾	2,000	3,000	0.66	470	3 to 5	2 ½ to 4 ½
	500 ⁽⁷⁾					
P- Paving 7-Inch ⁽⁸⁾	2,000	3,000	0.66	470	3 to 5	2 ½ to 4 ½
	500 ⁽⁷⁾					
P- Paving 8-Inch ⁽⁸⁾	2,100	3,000	0.66	517	3 to 5	
	500 ⁽⁷⁾					

* All Slump Ranges + ½ -Inch Tolerance

- (1) Include in maximum water, free water in aggregate minus absorption of aggregate based on a 30-minute absorption period.
- (2) For concrete placed under water, minimum cement per cubic yard shall be 611 pounds (6.5 bags).
- (3) Asp, Ksp" and Kw shall contain approved HRWR Admixture.
- (4) Maximum 2-inch slump before addition of HRWR Admixture.
- (5) For prestressed concrete, water reducing admixture may be used as needed.
- (6) Use approved water-reducing and retarding admixture.
- (7) Minimum flexural strength at 7 days.
- (8) Slump range ½ - 1 ½ inches when slip form method of construction used.
- (9) Use Class F Fly Ash in Class Kw concrete.
- (10) Total combined weight of portland cement and fly ash, if any is used.

APPLICATIONS OF VARIOUS CONCRETE MIX CLASSES A AND K:

Class K Concrete or Class Ksp Concrete: At Contractor's option, use either Class K or Ksp for any concrete uses not noted otherwise.

Class Kw Concrete: Use for all concrete elements of environmental (liquid containing) structures~

2.02 SOURCE QUALITY CONTROL

- A. To be in accordance with those requirements as specified within Paragraphs 1.06 and 2.01 of this Specification Section.

PART 3 - PART 3· EXECUTION

3.01 ERECTION/INSTALLATION APPLICATION AND/OR CONSTRUCTION

A. Mixing Concrete

1. Ready-mixed and in accordance within the requirements of ACI 304, 304.4, 304.5 and 304.6, measuring, mixing, and transporting of concrete as applicable to type methods used.
2. Postpone or delay work during adverse weather conditions.
3. Protect dry batch material so it reaches mixer in a dry condition.
4. Use batch mixer having approved and positive water control and measuring device for all materials.
5. Continue mixing to ensure uniform distribution of materials, but not less than 1% minutes after all materials have been introduced into mixer drum.
6. Rotate drum at peripheral speed recommended by mixer manufacturer.
7. Mix and deliver as per ASTM C94.
 - a. . Add mixing water at plant.
 - b. Mix concrete in quantities required for immediate use, and discharge at jobsite within 1 hour after introduction of cement to aggregate. If CONTRACTOR can prove that concrete consistency measured by slump will not be reduced by more than 2 inches when superplasticized concrete is used, time interval between mixing and placing may be extended to a maximum of 90 minutes or to a period in which slump loss will not exceed 2 inches.

- c. Begin mixing operation within 30 minutes after cement and aggregates intermingle.
 - d. Ready-mixed concrete producer to furnish delivery tickets indicating:
 - 1) Delivery date and time dispatched.
 - 2) Name and location of project.
 - 3) Name of CONTRACTOR.
 - 4) Name of ready-mixed concrete producer.
 - 5) Truck number.
 - 6) Number of cubic yards of concrete in load.
 - 7) Class of concrete.
 - 8) Cement content in bags per cubic yard of concrete.
 - 9) Amount of admixture in concrete, if any.
 - 10) Number of gallons of water in mixture.
 - 11) Air content.
 - 8. Job mix concrete in approved type mixer and do not load beyond manufacturer's rated capacity.
 - a. Normal Weight Concrete
 - 1) Mix batches of 1 cubic yard or less for minimum of 1% minutes after materials are placed in mixer.
 - 2) Increase mixing time 15 seconds for each cubic yard increase over one cubic yard batch.
 - b. Maintain positive batch control equipment to within 1 percent accuracy.
 - c. Clean, maintain, and operate equipment so as to thoroughly mix material as required.
 - d. Hand-mixing permitted for small placements only as authorized.
 - e. Hand-mixed batches not to exceed a two-bag batch in volume.
 - 9. Do not mix when air temperature is at or below 40°F (taken in the shade away from artificial heat) and falling, or if likely to fall below 40°F in next 24 hours.
 - 10. To produce concrete with minimum temperature of 50°F, heat aggregate and/or water uniformly as follows:
 - a. Water temperature not to exceed 180°F and/or aggregate temperature not to exceed 150°F
 - b. Heat mass of aggregate uniformly.
 - c. Temperature of aggregates and water to be between 50°F and 85°F before introduction of cement.
- B. Installation
- 1. In accordance with other Specification Sections which are included within these Contract Documents.

3.02 3.05 FIELD QUALITY CONTROL

- A. As specified under Paragraphs 2.01 and 3.01 of this Specification Section.

END OF SECTION