

Approved

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Ralph McBroom
TODAY'S DATE: September 8, 2015

DEPARTMENT: Purchasing

SIGNATURE OF DEPARTMENT HEAD:

REQUESTED AGENDA DATE: September 14, 2015

SPECIFIC AGENDA WORDING: Consideration and Approval of Bidding and Contract Documents Related to the Community Development Block Grant for the Joshua Sanitary Sewer Improvement Project #7214241.

PERSON(S) TO PRESENT ITEM: Ralph McBroom

SUPPORT MATERIAL: See attachment

TIME: 5 min

ACTION ITEM: X
WORKSHOP:
CONSENT:
EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY: X
AUDITOR:
PERSONNEL:
BUDGET COORDINATOR:

IT DEPARTMENT:
PURCHASING DEPARTMENT:
PUBLIC WORKS:
OTHER:

*******This Section to be Completed by County Judge's Office*******

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE _____

COURT MEMBER APPROVAL _____ Date _____

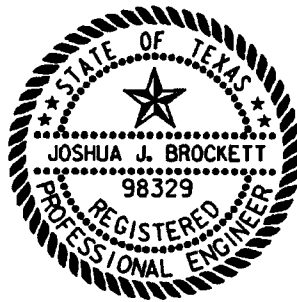
CONTRACT DOCUMENTS
for
JOHNSON COUNTY
TxCDBG PROJECT # 7214241
CITY OF JOSHUA
SANITARY SEWER IMPROVEMENTS

15027

PREPARED BY:

CE CHILDRESS ENGINEERS
ENGINEERS & CONSULTANTS

Texas Registered Engineering Firm F-702
211 North Ridgeway Drive
Cleburne, Texas 76033
817/645-1118



A handwritten signature in black ink, appearing to read "Joshua J. Brockett", written over a horizontal line.

Joshua J. Brockett, P.E.

9/8/2015

Date

CONTRACT DOCUMENTS
FOR
JOHNSON COUNTY

TxCDBG PROJECT 7214241
CITY OF JOSHUA SANITARY SEWER IMPROVEMENTS

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**ADVERTISEMENT
FOR BIDS**

Construction Advertisement and Invitation for Bids

Johnson County, Texas will receive bids for TxCDBG Project 7214241 – City of Joshua Sanitary Sewer Improvements until 2:00 p.m. on October 6th, 2015 at 2849 S. Hwy 171, Cleburne, TX 76033, at which time the bids will be publicly opened and read aloud.

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

1. 2,224 linear feet of 6-inch SDR 26 PVC Force Main
2. 1,461 linear feet of 4-inch SDR 26 PVC Force Main
3. 1,328 linear feet of 8-inch SDR 35 PVC Gravity Sewer Main
4. 224 linear feet of 12-inch SDR 35 PVC Gravity Sewer Main
5. 138 linear feet of 18-inch bore and steel encasement
6. 100 linear feet of 12-inch bore and steel encasement
7. 100 linear feet of 10-inch bore and steel encasement
8. Replace two (2) lift station pumps including wiring and controls

Bid/Contract Documents, including Drawings and Technical Specifications are on file at Childress Engineers, 211 N. Ridgeway Dr., Cleburne, TX 76033.

Copies of the Bid/Contract Documents may be obtained by depositing \$ 50.00 with Childress Engineers for each set of documents obtained.

A bid bond in the amount of 5 percent of the bid issued by an acceptable surety shall be submitted with each bid. A certified check or bank draft payable to Johnson County, Texas 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 Office of Rural Affairs 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. Adherence to the grant recipient's Section 3 Policy is required for contracts and subcontracts in excess of \$100,000.00.

Johnson County, Texas reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by Johnson County, Texas for a period not to exceed 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.

Johnson County, Texas

Judge Roger Harmon

September 15th, 2015

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.

ADDENDA

JOHNSON COUNTY

TxCDBG Project 7214241 – CITY OF JOSHUA SANITARY SEWER IMPROVEMENTS

ADDENDUM NO. 1

9/8/2015

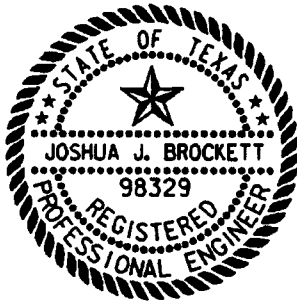
GENERAL CONDITIONS OF AGREEMENT

Para. 2.01, OWNER-ENGINEER RELATIONSHIP, Page G-2:

For the purpose of this contract, the following statement shall apply:

It shall be understood that the Johnson County Special Utility District is providing part-time construction inspection for the project, and that the District's inspector shall be considered as a designated representative of the Engineer.

CHILDRESS ENGINEERS



Joshua J. Brockett, P.E.

JOHNSON COUNTY

TxCDBG Project 7214241 – CITY OF JOSHUA SANITARY SEWER IMPROVEMENTS

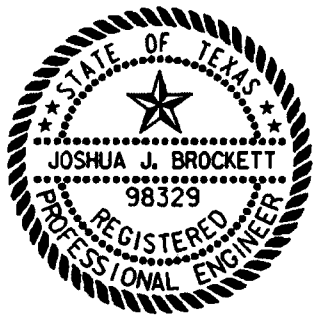
ADDENDUM NO. 2

9/8/2015

A trench safety system design shall be provided by the Contractor as a separate specification item for this project. The trench safety system plans and specifications must be designed, signed and sealed by a Registered Professional Engineer currently licensed to perform work in the State of Texas.

Trench excavation, shoring etc. shall be provided by the Contractor in accordance with the plans and specifications provided therefor. It is the Contractor's responsibility to insure that all excavation work and site conditions are within the regulations as established by the Occupational Safety and Health Administration (OSHA) standards as contained in Subpart P, Part 1926 of the Code of Federal Regulations, or latest revision thereof. Other OSHA standards also apply.

Any property damage or bodily injury (including death) that arises from the use of the trench excavation plans, from the Contractor's negligence in performance of contract work, or from the Owner's failure to note exceptions to the excavation plan shall remain the sole responsibility and liability of the Contractor.



CHILDRESS ENGINEERS

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Joshua J. Brockett, P.E.

**INSTRUCTIONS TO
BIDDERS FOR
CONSTRUCTION**

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 an interpretation 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 five (5) 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.

3. Inspection of Site

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself 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 his failure to receive or examine any form or legal document or to visit the site or acquaint himself with the conditions there existing. 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 the bid, the bid bond, and the statement of bidders' 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 Grant Recipient 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 his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Grant Recipient prior to the closing time, and provided further, the Grant Recipient is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition, subtractions or other modifications so that the final prices or terms will not be known by the Grant Recipient until the sealed

bid is open. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

- 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 Grant Recipient 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. A certified check or bank draft payable to the Grant Recipient 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 his 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 Grant Recipient 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 his purpose in writing to the locality. 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 Grant Recipient 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 and Payment Bonds, Requires all prime contractors which enter into a formal contract in excess of \$25,000 with the State, any department, board, agency, municipality, county, school district or any division or subdivision thereof, to obtain a Payment Bond in the amount of the contract before commencing with work and a performance bond for public works contracts in excess of \$100,000.
- b. The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Grant Recipient may grant, shall constitute a default and the Grant Recipient may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the Grant Recipient 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 Grant Recipient 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 their race, color, creed, sex, gender, or national origin.

**JOHNSON COUNTY
STANDARD TERMS AND
CONDITIONS**

Johnson County Standard Terms and Conditions

By returning this proposal with price(s) quoted, Respondent's certify and agree to the following:

1. Alternate proposals will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Johnson County, Texas Purchasing Agent, a request for clarification. Such requests must be received a minimum of seven (7) days prior to scheduled opening date.
2. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Johnson County of the proposal or final executed contract. Termination in whole, or in part, by the County may be made solely at the County's option and without prejudice to any other remedy to which Johnson County may be entitled by law or in equity, or elsewhere under this RFP or the agreement, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Johnson County shall not pay for work, equipment, services or supplies, which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance.
3. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the RFP. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.
4. The Respondent shall affirmatively demonstrate Respondent's qualifications by meeting or exceeding the following minimum requirements:
 - ✓ Have adequate financial resources, or the ability to obtain such resources as required.
 - ✓ Be able to comply with any required or proposed delivery schedule.
 - ✓ Have a satisfactory record of performance.
 - ✓ Have a satisfactory record of integrity and ethics.
 - ✓ Be otherwise qualified and eligible to receive the award.
5. Invoices shall be sent to the Johnson County Purchasing Department, 1102 East Kilpatrick, Ste. B, Cleburne, TX 76031. Invoices must detail the materials/equipment/services delivered and **must reference the Johnson County Purchase Order Number.** Payments are processed after the Purchasing Department has verified that the material or equipment and/or services have been delivered in good condition and that no unauthorized substitutions have been made according to specifications. Neither a signed receipt nor payments shall be construed as an acceptance of any defective work, improper materials, or release of any claim for damage.

6. Only the Commissioners Court of Johnson County, Texas acting as a body may enter into any type of agreement or contract on behalf of Johnson County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Johnson County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to Commissioners Court approval and signature by the authorized County official.
7. The Respondent shall be considered an independent Contractor and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
8. The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
9. The Respondent agrees, during the performance of the work, to comply with all applicable municipal codes and ordinances and statutes of the State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
10. The Respondent shall obtain from the appropriate Municipal, Johnson County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State, for performance of the work.
11. The Respondent shall not sell, assign, transfer or convey the agreement in whole or in part, without the prior written consent of the County.
12. The parties herein agree that the agreement shall be enforceable in Johnson County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Johnson County, Texas.
13. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal Laws.
14. Funding Clause - Payments required to be made by Johnson County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Johnson County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Johnson County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Purchasing Agent to remove all property belonging to said Respondent as soon as possible. Payment for final

invoice will be subject to verification and approval by the purchasing agent. Thereupon, Johnson County will be released from its obligation to make further payments.

15. Johnson County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposals tendered. Proposals offered must be complete and all inclusive. Johnson County will not pay additional taxes, surcharges or other fees not included in bid prices.
16. Johnson County expressly reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Johnson County.
17. In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.
18. Proposals may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
19. The agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be executed after determination of the award; if any.
20. Respondent must provide a certificate of insurance conforming to the above listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force **prior** to any performance required by subject agreement.
21. Johnson County reserves the right to terminate an agreement/contract at any time, without cause, upon thirty (30) days written notice to Respondent. Upon termination, Johnson County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Johnson County shall not be liable for loss or reduction in any anticipated profit.

22. Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications.
23. Johnson County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. It is the policy of Johnson County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Johnson County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Johnson County.
24. Respondents must agree to provide the following information as part of this proposal:
 - ✓ Form of business. (If a corporation, limited partnership or limited liability Company, indicate the state of creation).
 - ✓ Name of contact person (single point of contact with the Respondent).
 - ✓ List of all criminal charges, civil lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - ✓ List all criminal charges, civil lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection or award of the RFP.
 - ✓ Current fiscal year-end and year-to-date financial statements.
25. Johnson County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within 10 business days after approval of the selection by the Johnson County Commissioners Court. Johnson County Reserves the right to award multiple contracts as necessary and in the best interest of the County.
26. Johnson County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
27. Costs of preparation of a response to this request for proposals are solely those of the Respondent. Johnson County assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Johnson County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

28. The successful Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this request for proposal. Johnson County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this agreement.
29. Respondent understands and agrees that in returning a response to this proposal/bid that it is neither an "offer" nor an "acceptance" until such time a formal contract is authorized/awarded by the Johnson County Commissioners Court; if any.
30. Termination - The performance of work under this order may be terminated in whole or in part by Johnson County in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Respondent of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer.
31. 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 Agreement then such party shall give notice and full particulars of such 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 enemies, 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, lightning, earthquake, 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 within 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.
32. Assignment Delegation - No right or interest in this contract shall be assigned or delegation of any obligation made by Respondent without the written permission of Johnson County. Any attempted assignment or delegation by Respondent shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
33. Waivers - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved

party.

34. Modification - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
35. Applicable Law - 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.
36. Advertising – Respondent shall not advertise or publish, without Johnson County’s prior consent, the fact that Johnson County has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
37. Right to Assurance - Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
38. Venue - Both parties agree that venue for any litigation arising from this contract shall be in Johnson County, Texas.
39. No negotiations, decisions, or actions shall be executed by the respondent as a result of any discussions with any public service official, employee and/or consultant. Only those transactions provided in written form may be considered binding.
40. The contents of each respondent’s proposal, including specifications shall remain valid for a minimum of 180 calendar days from the Proposal due date.
41. All documents submitted as part of the respondent’s offering will be deemed confidential during the evaluation process.
42. Subcontracting: The respondent must function as the single point of responsibility for the Agency. No respondent shall submit a proposal comprised of separate software packages from multiple subcontractors.
43. Investigation of Conditions: Before submitting a proposal, proposer should carefully examine the scope of this work including consideration of the site of the work, and fully inform themselves to the conditions of the equipment and limitations.
44. Contract Award:
 - 1) Johnson County reserves the right to reject any or all proposals and to waive any minor informality or irregularity in a responder’s response if deemed in the best interests of the County.

- 2) Award of a contract (if any) resulting from this RFP will be made only by written authorization from Johnson County Commissioners Court.
45. Conflict of Interest: No public official shall have interest in this bid except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.
 46. Ethics: The respondent and/or respondent's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.
 47. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
 48. All Hardware of any other item offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.
 49. Descriptions: Whenever an article or material is defined or used in the RFP specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
 50. Addendum: Any interpretations, corrections or changes to this RFP and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFP. Respondents shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.
 51. Patents/Copyrights: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.
 52. Contract Administrator: The Contract Administrator will serve as the sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful respondent. Unless directly outlined in this specification the respondent shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP throughout the proposal process. The County will not pay for work, equipment or

supplies, which it deems unsatisfactory.

53. **Warranty:** Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
54. **Remedies:** The successful respondent and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
55. **Silence of Specification:** The apparent silence of these specifications as to any detail or to 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. All interpretations of these specifications shall be made on the basis of this statement.
56. The successful respondent shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the respondent, its agents, representatives, volunteers, employees or subcontractors. The respondent's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the respondent's insurance and shall not contribute to it. Further, the respondent shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Purchasing Agent and approved by the County before work commences.**
57. **Standard Insurance Policies Required:**
 - a. Commercial General Liability Policy
 - b. Automobile Liability Policy
 - c. Worker's Compensation Policy

General Requirements applicable to all policies:

- a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Johnson County.
- e. All insurance policies shall be furnished to Johnson County upon request.

Commercial General Liability

- a. General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.
- b. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily Injury and property damage with Johnson County named as an additional insured.
- c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

Automobile Liability

- a. General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

58. Workers Compensation Insurance - Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$500,000.00 for each accident are required.
- b. "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the Proposal specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement (TWCC-81), TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in section 406.096 {of the Texas Labor Code}) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage respondents, office supply deliveries, and delivery of portable toilets.

- The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.
- The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
 - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (3) The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) Contractually require each person with whom it contracts, to perform as required; with the certificates of coverage to be provided to the person for whom they are providing services.

By signing a contract with Johnson County, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

CERTIFICATES OF INSURANCE shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to Johnson County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

59. Bonding Requirements

- A. Bid Bond shall be required. Pursuant to the provisions of Section 262.032(a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for the construction of public works, or will be under a contract exceeding \$100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.
- B. Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Johnson County Commissioners Court and prior to commencement of the actual work, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$50,000.00. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.
- C. Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$25,000.00, the successful vendor shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before vendor begins the work.

60. Evaluation Criteria:

The Texas Legislature added the ability for County's to utilize best value analysis for any type of procurement where it has been determined it is in the best interest of the County in section 262.030 of the Texas Local Government Code. Discussions may be conducted with responsible respondents.

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Name of Bidder: _____ Date Organized: _____
 Address: _____ Date Incorporated: _____

Number of Years in contracting business under current name: _____

Are you a Section 3 business? (see below) Yes No

Section 3 Business Concerns:

- a) Businesses that are 51 percent or more owned by Section 3 residents;
- b) Businesses 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 firm were Section 3 residents;
- c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
- d) Businesses located within the Grant Recipient's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low income persons.

CONTRACTS ON HAND:

Contracts	Dollar Amount	Completion Date

Type of work performed by your company: _____
 Have you ever failed to complete any work awarded to you? _____
 Have you ever defaulted on a contract? _____

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

Project	Dollar Amount	Mo/Yr Completed

Major equipment available for this contract:

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

Credit available: \$ _____ Bank reference: _____

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this _____ day of _____, 20__.

by: _____ (Signature) _____ (Title)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

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

- (1) He is _____ of _____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of 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 _____

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

Chapter 3: 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

INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

H.B. 914, passed during the 2005 Texas legislative session, as amended by H.B. 1491 passed in 2007, requires certain persons who wish to conduct business or be considered for business with a city to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

What vendors/persons are subject to Chapter 176?

- The word "person" includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the city.
- Any "person" who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; or
 - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$250 in the 12 month period preceding the date a contract is executed or a contract is being considered

What triggers the requirement to file a "conflict of interest questionnaire"?

When a person begins (1) contract discussions or negotiations with the city or (2) submits an application, response to request for proposals or bids, correspondence, or another writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the city initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the city, Form CIQ must be completed and submitted

To what type of contracts does the bill apply?

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift..

What has to be revealed?

Section 176.006 requires disclosure of a person's employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

How do I go about filling out the Conflict of Interest Questionnaire form?

Each number below corresponds with the number on FORM CIQ 2:

1. Fill in the full name of the person who is trying to do business with the City. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
2. Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Waco or begins contract discussions or negotiations with the City.
3. Complete this Section by listing the name of the local government officer (member of City Council or City Manager) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C.

If there is more than one local government officer (City Council or City Manager) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.

4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
7. Describe each employment or business relationship with the local government officer named on the form.
8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form.

A copy of Chapter 176 of the Texas Local Government Code can be found at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.

RFB / RFP / Contract #

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

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

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

Name of Officer

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

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

Yes

No

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

Yes

No

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

Yes

No

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

4.

Signature of person doing business with governmental entity

Date Signed

BID DOCUMENTS

BID

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of Texas doing business as _____ *. To Johnson County hereinafter called "OWNER"). In compliance with your Invitation to Bid, BIDDER hereby proposes to perform all WORK for the construction of water distribution lines for TxCDBG Project 7214241 – CITY OF JOSHUA SANITARY SEWER IMPROVEMENTS in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within one hundred twenty (120) consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum to be determined by contract amount as provided in Section 12.A of the Information for Bidders.

BIDDER acknowledges receipt of the following ADDENDUM:

- _____ Addendum No. 1 – 9/8/2015
- _____ Addendum No. 2 – 9/8/2015
- _____

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for TxCDBG Project 7214241 – CITY OF JOSHUA SANITARY SEWER IMPROVEMENTS, for the following unit prices or lump sum:

BID SCHEDULE

Note: Johnson County is tax exempt. (Please acknowledge) _____.

ITEM NO.	DESCRIPTION, QUANTITY, AND PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
1.	Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, Video and Photographs for _____ dollars and _____ cents per lump sum.	\$ _____	\$ _____
2.	Furnish equipment, labor, materials and supervision, Provide and install complete, as shown on the plans, 2,224 LF of 6" SDR 26 PVC Force Main for _____ dollars and _____ cents per LF.	\$ _____	\$ _____
3.	Furnish equipment, labor, materials and supervision, Provide and install complete, as shown on the plans, 1,461 LF of 4" SDR 26 PVC Force Main for _____ dollars and _____ cents per LF.	\$ _____	\$ _____
4.	Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, 53 L.F. of 12" SDR 35 PVC Sewer Main (0'-6' deep) for _____ dollars and _____ cents per LF.	\$ _____	\$ _____
5.	Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, 57 L.F. of 12" SDR 35 PVC Sewer Main (6'-8' deep) for _____ dollars and _____ cents per LF.	\$ _____	\$ _____

6. Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, 41 L.F. of 12" SDR 35 PVC Sewer Main (8'-10' deep) for _____ dollars and _____ cents per LF. \$ _____ \$ _____

7. Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, 73 L.F. of 12" SDR 35 PVC Sewer Main (10'-12' deep) for _____ dollars and _____ cents per LF. \$ _____ \$ _____

8. Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, 373 L.F. of 8" SDR 35 PVC Sewer Main (0'-6' deep) for _____ dollars and _____ cents per LF. \$ _____ \$ _____

9. Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, 561 L.F. of 8" SDR 35 PVC Sewer Main (6'-8' deep) for _____ dollars and _____ cents per LF. \$ _____ \$ _____

10. Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, 132 L.F. of 8" SDR 35 PVC Sewer Main (8'-10' deep) for _____ dollars and _____ cents per LF. \$ _____ \$ _____

11. Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, 262 L.F. of 8" SDR 35 PVC Sewer Main (10'-12' deep) for _____ dollars and _____ cents per LF. \$ _____ \$ _____

12. Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, four (4) Std. 4' dia. Man Hole (0'-6' deep) for _____ dollars and _____ cents each. \$ _____ \$ _____

13. Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, three (3) Std. 4' dia. Man Hole (6'-8' deep) for _____ dollars and _____ cents each. \$ _____ \$ _____
14. Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, one (1) Std. 4' dia. Man Hole (8'-10' deep) for _____ dollars and _____ cents each. \$ _____ \$ _____
15. Furnish equipment, labor, materials and supervision, to install and complete, as shown on the plans, fifteen (15) connect Existing Sewer Main for _____ dollars and _____ cents each. \$ _____ \$ _____
16. Furnish equipment, labor, materials and supervision, to install complete, as shown on the plans, two (2) Repair Existing Manhole for _____ dollars and _____ cents each. \$ _____ \$ _____
17. Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, 138 L.F. of 18" Bore and Steel Encasement for _____ dollars and _____ cents per L.F. \$ _____ \$ _____
18. Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, 100 L.F. of 12" Bore and Steel Encasement for _____ dollars and _____ cents per L.F. \$ _____ \$ _____

19. Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, 149 L.F. of 12" Bore Only for _____ dollars and _____ cents per L.F. \$ _____ \$ _____
20. Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, 100 L.F. of 10" Bore and Steel Encasement for _____ dollars and _____ cents per L.F. \$ _____ \$ _____
21. Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, 32 L.F. of 10" Bore Only for _____ dollars and _____ cents per L.F. \$ _____ \$ _____
22. Furnish equipment, labor, materials and supervision, to install and complete, as shown on the plans, one (1) 1" Air and Vacuum Release Valve for _____ dollars and _____ cents each. \$ _____ \$ _____
23. Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, 678 SY of Permanent Pavement Repair for _____ dollars and _____ cents per SY. \$ _____ \$ _____
24. Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, 138 LF of Gravel Drive Repair for _____ dollars and _____ cents per LF. \$ _____ \$ _____

25. Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, 1,552 LF of Trench Safety for _____ dollars and _____ cents per LF. \$ _____ \$ _____
26. Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, two (2) Connect to Existing Force Main for _____ dollars and _____ cents each. \$ _____ \$ _____
27. Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, nine (9) Connect to Existing Sanitary Sewer for _____ dollars and _____ cents each. \$ _____ \$ _____
28. Furnish equipment, labor, materials and supervision, to Remove, Dispose and Abandon complete, as shown on the plans, four (4) Existing Manholes for _____ dollars and _____ cents each. \$ _____ \$ _____
29. Furnish equipment, labor, materials and supervision, to Cut, Plug and Abandon complete, as shown on the plans, six (6) Existing Sewer for _____ dollars and _____ cents each. \$ _____ \$ _____
30. Furnish equipment, labor, materials and supervision, to Remove and Replace complete with electrical wiring and controls, Ranchettes LS Pumps for _____ dollars and _____ cents per lump sum. \$ _____ \$ _____

31. Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, Bypass Pumping for _____ dollars and _____ cents per lump sum. \$ _____ \$ _____

32. Furnish equipment, labor, materials and supervision, and install complete, as shown on the plans, Project Sign for _____ dollars and _____ cents per lump sum. \$ _____ \$ _____

33. Furnish equipment, labor, materials and supervision, to provide Erosion Control and Revegetation for _____ dollars and _____ cents per lump sum. \$ _____ \$ _____

TOTAL BASE BID \$ _____

Respectfully submitted:

Contractor

By: _____

Print Name _____

Title: _____

Address: _____

Phone: _____

Date: _____

ATTEST:
(If Corporation)

-SEAL-

ALTERNATE BID "A"
Pipe Bursting

ALL BIDDERS agree that the OWNER may possibly select the following Alternate Bid Items for material in lieu of Items 8 thru 11 and 23 contained in the Base Bid.

ITEM NO.	DESCRIPTION, QUANTITY, AND PRICE IN WORDS	UNIT PRICE	TOTAL PRICE
A1.	Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans, 1,428 L.F. of 8" HDPE Sewer Main by Pipe Bursting for _____ dollars and _____ cents per L.F.	\$ _____	\$ _____
A2.	Furnish equipment, labor, materials, supervision, and install complete, as shown on the plans, 105 L.F. of Permanent Pavement Repair for _____ dollars and _____ cents per L.F.	\$ _____	\$ _____
TOTAL ALTERNATE BID "A"			\$ _____
TOTAL BID WITH ALTERNATE BID "A" (Total Alt A + Total Base Bid -Items 8 thru 11 and 23)			\$ _____

Respectfully submitted:

Contractor

By: _____

Print Name: _____

Title: _____

Address: _____

Phone: _____

Date: _____

ATTEST:
(If Corporation)

-SEAL-

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ as PRINCIPAL, and _____, as SURETY are held and firmly bound unto _____ hereinafter called the "Owner", 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, THEREFOR, if 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 sixty (60) days after the said opening, and shall within the period specified therefore, 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 Owner 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 Owner 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-bounded parties have executed this instrument under their several seals 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 signature, and his 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.

**STANDARD FORM
OF
AGREEMENT**

COUNTY OF JOHNSON
STANDARD FORM OF AGREEMENT
FOR OWNER-CONTRACTOR PROJECTS

STATE of TEXAS }

JOHNSON COUNTY }

THIS AGREEMENT, made and entered into this ____ day of _____, A.D. 20____, by and Johnson County in the STATE OF TEXAS, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and _____ of the City of _____ County of _____ in the State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and inconsideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER) and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follow:

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by Childress Engineers, herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, the Performance and Payment 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) calendar days after the date written notice to do so shall have been given to him, and to substantially complete within 100 consecutive calendar days after issuance of the "Notice to Proceed" and to be at Final Completion within 120 consecutive calendar days after the issuance of the "Notice to Proceed", subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

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

Party of the First Part (OWNER)

By: Judge Rodger Harmon

ATTEST: _____

Party of the Second Part (CONTRACTOR)

By: _____

ATTEST: _____

**GENERAL CONTRACT
CONDITIONS FOR
CONSTRUCTION**

**GENERAL CONTRACT CONDITIONS
FOR CONSTRUCTION**

1. Contract and Contract Documents

- (a) The project to be constructed pursuant to this contract will be financed with assistance from the CDBG and is subject to all applicable Federal and State laws and regulations.
- (b) The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

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 Johnson County, hereinafter called the Owner _____, hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within which are the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Engineer" means Childress Engineers, Engineer in charge, serving the Owner with architectural or engineering services, his successor, or any other person or persons, employed by the Owner 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 gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- (b) The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He 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 he has verified the subcontractor as 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) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.
- (e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

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 his 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 his 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 Owner to the Contractor are moneys 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 Owner. Such payments shall not constitute a waiver of the right of the Owner 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 Owner in all details.

(b) Final Payment

- 1) After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his 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 Agreement. 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) The Owner before paying the final estimate, 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, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, 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 Owner 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 Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

(d) **Withholding Payments**

The Owner may withhold from any payment due the Contractor whatever is deemed necessary to protect the Owner, 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 Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner 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 Owner 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 of his obligations under the Contract or any guaranty given by him 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 the CDBG staff 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 Owner 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 Agreement, the Owner 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 Owner, 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 Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.
- (d) If, on the basis of the available evidence, the Owner 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 Owner to Terminate Contract

In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. 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 Owner 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 Owner 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 Owner for any excess cost incurred. In such event the Owner may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

- 1) completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
- 2) expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
- 3) all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
- 4) reasonable expenses directly attributable to termination.

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

(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 Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amounts as follows;

Amount of Contract		Amount of Liquidated Damages Per Day	
Less than		\$ 5,000.00	\$ 60.00
\$ 5,000.00	to	14,999.99	80.00
15,000.00	to	24,999.99	100.00
25,000.00	to	49,999.99	120.00
50,000.00	to	99,999.99	160.00
100,000.00	to	499,999.99	240.00
More than		500,000.00	500.00

for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

This sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but it shall be deemed, taken and treated as reasonable liquidated damages, since it would be impractical and extremely difficult to fix the actual damages, and the Owner may withhold from the CONTRACTOR'S compensation such liquidated damages.

(c) Excusable Delays.

- 5) 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:
- 6) 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;
- 7) Any acts of the Owner;
- 8) Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- 9) Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner 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 Owner 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 or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. 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, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11. Disputes

- (a) All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.
- (b) The Contractor shall submit in detail his claim and his proof thereof.
- (c) If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

12. 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 Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

13. Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in 4 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 his 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 a minor adjustment in the interest of the Owner not involving a change in contract price or time; the engineer may approve the drawing. The approval shall not relieve the Contractor from his responsibility for adherence to the contract or for any error in the drawing.

14. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require 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.

15. 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 Owner 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 Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent, or careless, or insubordinate.

16. 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 Owner'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 Owner will pay all other expenses.

17. Permits and Codes

- (a) The Contractor shall give all notices required by and comply with all applicable 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 Owner. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the Owner 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 Owner.
- (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 Owner, shall moisten the bank and surrounding area to prevent a dusty condition.

18. Care of Work

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of his 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) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- (c) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner.
- (d) D 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 he shall at his own expense completely repair any damage thereto caused by his operations.
- (e) 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 Owner 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 Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

19. 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 Secretary 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 Owner with reports concerning these matters.
- (d) The Contractor shall indemnify and save harmless the Owner 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 his work in such a manner as to insure 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 Owner, 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 Owner at the expense of the Contractor.

20. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. 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.

21. Use of Premises

- (a) The Contractor shall confine his 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 Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- (b) The Contractor shall comply with all reasonable instructions of the Owner and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

22. 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.

23. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the Owner and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner 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 Owner 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 Owner.
- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the Owner 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 Owner 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 Owner, the Contractor shall uncover for inspection and recover such facilities at his own expense, when so requested by the Owner.
- (d) Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, 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 his

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 allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

- (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 (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 Owner or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

24. Review by Owner

The Owner 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 Owner through its authorized representatives or agents.

25. Final Inspection

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

26. Deduction for Uncorrected Work

If the Owner 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 Owner and subject to settlement, in case of dispute, as herein provided.

27. Insurance

The Contractor shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner.

- (a) 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: (See Johnson County Standard Terms and Conditions item 57)

- (c) Proof of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

28. 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 him to the Owner 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 in the hands of the Owner. 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.

29. 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 Owner 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 there from which shall appear within a period of 12 months from the date of final acceptance of the work.

30. Compliance with Air and Water Acts

- (a) In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:
- 1) Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
 - 2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended.
 - 3) Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.
- (b) If the Contractor encounters existing material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Owner. The Owner will be responsible for testing for and removal or disposition of hazardous materials on sites owned or controlled by the Owner. The Owner may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Owner.

31. Equal Employment Opportunity

- (a) The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, gender, 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, gender, or national origin. Such action shall include, but not

be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner.

- (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 consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- (d) The Contractor shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.
- (e) Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.
- (f) The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
- (g) The Contractor shall not use the affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (h) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.
- (i) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

32. Affirmative Action for Workers with Disabilities

The Contractor will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

33. 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, 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.

34. The Provision of Local Training, Employment, and Business Opportunities

- (a) To the greatest extent feasible opportunities for training and employment be given 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) The Contractor will include this clause in every subcontract for work in connection with the project.

35. Non Segregated Facilities

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

36. Job Offices

- (a) The Contractor and his 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 Owner shall be consulted with regard to locations.
- (b) Upon completion of the improvements, or as directed by the Owner, the Contractors 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.

37. Partial Use of Site Improvements

The Owner 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.
- (c) The period of guarantee stipulated in the Section 29 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

38. Contract Documents and Drawings

The Local Public Agency will furnish the Contractor without charge 5 copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

39. Contract Period

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

40. Prevailing Wage Rates

Contractor must pay workers not less than the general prevailing rate of per diem wages as indicated on a wage decision furnished by the Owner for all work performed on this project, in accordance with Davis-Bacon and Related Acts.

MINORITY/FEMALE GOALS AND TIMETABLES

The female employment goal is effective as of April 1980 and is currently 6.9%. The percentages for minority participation in the Dallas, Fort Worth Area of Texas are:

Dallas, Fort Worth Area:

Dallas, Fort Worth, Collin Co., Dallas Co., Denton Co., Ellis Co., Hood Co., Johnson Co., Kaufman Co., Parker Co., Rockwall Co., Tarrant Co. & Wise Co.	18.2
Sherman, Denison & Grayson Co.	9.4
Non-MSA Counties of Cooke, Delta, Erath, Fannin, Franklin, Hopkins, Hunt, Jack, Montague, Navarro, Palo Pinto, Rains, Somervell, & Van Zandt	17.2

CONTRACT DOCUMENTS

A1001-rev

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 insure equal employment opportunity?**
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 insure a comfortable 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 minority and female recruitment sources?**
Yes, construction contractors must establish a current list of 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 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 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 TXCDBG.
7. **What efforts are made by construction contractors to create entry-level positions for 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 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 minorities and women?**
The construction contractor must notify, both orally and in writing, 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 insure privacy.
14. **What efforts are made to utilize minority and female contractors and suppliers?**
None, however records are kept 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 affirmative action standards, does that show his/her failure to comply?**
No, the construction contractor is responsible for its own compliance.
16. **Will a construction contractor be in violation of EEO policy and affirmative action if he sets up one set of goals to include minorities and women?**
Yes. There is a separate goal for minorities and a separate single goal for women. The construction contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and non-minority.
17. **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.
18. **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.

135.38 - Section 3 Clause.

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

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

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

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR 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).

Section 3 Policy

A1002

SECTION 3 POLICY

In accordance with 12 U.S.C. 1701u, (Section 3), Johnson County 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 Equal Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by 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 grant 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 calendar year end 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 Johnson County, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.



Roger Harman, County Judge

1 December 8, 2014
Date

RESOLUTION


RESOLUTION OF JOHNSON COUNTY ADOPTING SECTION 3 LOCAL OPPORTUNITY PLAN FOR GRANT PROGRAMS

WHEREAS, the County shall strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and by contracting with Section 3 residents and businesses within its jurisdictional boundaries in accordance with an adopted Section 3 Local Opportunity Plan.

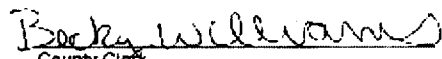
THEREFORE, the Commissioners' Court hereby resolves to adopt a Section 3 Local Opportunity Plan, attached hereto and incorporated herein.

Passed and adopted by the Commissioners' Court of Johnson County, Texas, on the 8th day of December, 2014.

APPROVED:


County Judge

ATTEST:


County Clerk



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 County of _____.

- A. To ascertain from the Grant Recipient'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 insure 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 insure 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 _____, 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

Title

Date

**Certification Regarding Lobbying for
Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned _____ of _____ certifies, to the best of its knowledge and belief, that:

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

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

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

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

Signed: _____
Title: _____

Date: _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change
1. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		2. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
3. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
4. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services (including <i>address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

LIABILITY INSURANCE

INSERT CERTIFICATE OF LIABILITY INSURANCE

BONDS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor or Company)

(Address)

a _____, hereinafter called Principal,
(Corporation / Partnership)

and _____
(Name of Surety Company)

(Address)
hereinafter called Surety, are held and firmly bound unto

(Name of Recipient)

(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ _____

Dollars, \$ _____ in lawful money of the United States, for this payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

(Project Name)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUB-CONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUB-CONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counter-parts, each on of (Number) which shall be deemed an original, this the _____ day of _____.

ATTEST:

(Principal)

(Principal Secretary) By _____ (s)

(SEAL)

(Witness as to Principal) (Address)

(Address)

ATTEST:

(Surety)

(Witness as to Surety) By _____
(Attorney in Fact)

(Address) (Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor or Company)

(Address)

a _____ hereinafter called Principal, and

(Name of Surety Company)

(Address)

hereinafter called Surety, are held and firmly bound unto

(Name of Recipient)

(Recipient's Address)

hereinafter called OWNER, in the penal sum of \$ _____ Dollars (\$ ____) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the _ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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

ATTEST:

(Principal)

By _____

(s)

(Principal Secretary)

(SEAL)

(Witness as to Principal)

(Address)

(Address)

ATTEST:

(Surety)

By _____

(Attorney in Fact)

(Witness as to Surety)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

**ATTORNEY'S REVIEW
CERTIFICATION**

**ATTORNEY'S REVIEW CERTIFICATION
(To Be Completed by Grantee)**

I, the undersigned, _____, the duly authorized and acting legal representative of _____, 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: _____

PAYROLL DOCUMENTS

Federal Labor Standards Provisions

U.S. Department of Housing
And Urban Development

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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less 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 Part 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 Part 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 rate and fringe benefits therefore 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)(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 a 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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 or contributions or costs anticipated for bona fide fringe benefits or cash equivalents there 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 (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 Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0014-1), U. S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

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

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 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 paragraph A.3.(ii)(b) of this section.

(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 paragraph A.3.(i) of this section 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 Part 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. Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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 this part 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 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

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

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the David-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 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 1010, 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. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

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

(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 (formerly part 1518) 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).

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

Title 29 — LABOR

Subtitle A — Office of the Secretary of Labor

PART 3 — CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

Sec.

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- 3.10 Methods of payment of wages.
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AUTHORITY: The provisions of this Part 3 issued under R.S. 161, sec. 2, 48 Stat. §48; Reorg. Plan No. 14 of 1950, 64 Stat. 1267, 5 U.S.C. Appendix; 5 U.S.C. 301; 40 U.S.C. 276c.

SOURCE: The provisions of this Part 3 appear at 29 F.R. 97, Jan. 4, 1964, unless otherwise noted.

Section 3.1 Purpose and Scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in

part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally-assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or

construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.
{29 FR 97, Jan. 4, 1964, as amended at 33 FR 32575, Nov. 27, 1973}

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, "Statement of Compliance," or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

{29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10186, July 17, 1968}

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor.

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions, or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under §516.27(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to be the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

{36 F.R. 9770, May 28, 1971.}

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

{36 F.R. 9770, May 28, 1971.}

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

Instructions for Proposed Contracts Breakdown and Estimated Project Workforce Breakdown

Proposed Contracts Breakdown

Type of Contracts – construction, materials, or types of subcontracts (for example: electrical, plumbing, concrete, boring, etc.)

Approximate Total Dollar Amount – Total amount of each contract

Estimated Percentage of Contract to Local Business – What percentage of each type of contract will be spent locally? For example: will you hire any local employees or subcontractors?

Estimated \$ Amount to Local Business - How many dollars will be spent locally for each type of contract? For example: will you hire any local employees or subcontractors?

Estimated Project Workforce Breakdown

Work Classifications – Classification of project employees as defined on Wage Rate

Total Estimated Positions – List the number employees for each work classification will you need on this project

Number of Positions Currently Filled – List the number of estimated positions you currently have filled

Number of Positions Not Filled – List the number of estimated positions you currently do not have filled

Number of Positions to Fill with Low to Moderate Residents – List the number of local residents you plan to employ to fill the estimated positions not filled

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts		Estimated Total Dollar Amount	Estimated % to Local Business	Estimated \$ Amount to Local Business
Totals:				

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. Positions Currently Filled	No. Positions Not Filled	No. Positions to Fill with L/M Residents
Totals:				

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The _____ does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) _____

(Address) _____

City State Zip

Telephone Number () _____ - _____ Voice
() _____ - _____ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
 CONTRACTOR'S CERTIFICATION

Chapter 4: 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 of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.
- (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. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

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

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE STATE OF

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

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

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons 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 _____

General Decision Number: TX150036 01/02/2015 TX36 **Johnson County**

Superseded General Decision Number: TX20140036

State: Texas

Construction Type: Heavy

Counties: Johnson, Parker and Tarrant Counties in Texas.

Heavy Construction Projects (Including Water and Sewer Lines)

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is 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 \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* PLUM0146-002 05/01/2013

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 27.13	7.65

SUTX1990-041 06/01/1990

	Rates	Fringes
CARPENTER.....	\$ 10.40	\$3.64
Concrete Finisher.....	\$ 9.81	
ELECTRICIAN.....	\$ 13.26	
Form Setter.....	\$ 7.86	
Laborers:		
Common.....	\$ 7.25	
Utility.....	\$ 8.09	
PAINTER.....	\$ 10.89	
Pipelayer.....	\$ 8.43	
Power equipment operators:		
Backhoe.....	\$ 11.89	3.30
Bulldozer.....	\$ 10.76	
Crane.....	\$ 13.16	3.30

Front End Loader.....\$ 10.54
 Mechanic.....\$ 10.93
 Scraper.....\$ 10.00

Reinforcing Steel Setter.....\$ 10.64

TRUCK DRIVER.....\$ 7.34

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

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

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

**Texas Department of Agriculture
Construction Contract Change Order**

Owner (Contractor Locality): (Name & Address)	Contract For (project description): Project Location:	Region TxCDBG Contract No. Change Order No.
---------------------------------------------------------	----------------------------------------------------------------------------	------------------------------------------------------------------

Contractor: (Name & Address)	Engineer: (Name & Address)
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Owner is requesting TDA review to determine eligibility of change order expenses.

Changes to Existing Line Items (Items from original bid or added in previous change order only)

Item No.	Item Description	Current Quantity	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price

**New Items Requested (Items without a unit price in the original bid)
Provide Explanation (attach separate documentation if necessary):**

Item No.	Item Description	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price

<u>Change in Contract Price</u>		<u>Change in Contract Time</u>	
Original Contract Price:	\$	Original Contract Time:	days
Previous Change Order(s) No. to No.	\$	Net Change From Previous Change Orders	days
Contract Price Prior to this Change Order	\$	Contract Time Prior to this Change Order	days
Net Increase/Decrease of this Change Order	\$	Net Increase/Decrease of this Change Order	days
Contract Price With all Approved Change Orders	\$	Contract Time With all Approved Change	days
Cumulative % Change in Contract Price:	%		

Notice: * Generally, a cumulative change in the contract price in excess of 25% cannot be approved.
 * Reimbursement of costs submitted in this change order are subject to approval by the Department.
See TxCDBG Project Implementation Manual Section 5.2.5.

Region:		TxCDBG Contract No.:		
Grant Recipient:		Change Order No.		
JUSTIFICATION FOR CHANGE		Increase	Decrease	No Change
1. Effect of this change on scope of work:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Effect on operation and maintenance costs:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Yes	No	N/A
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement? If yes, please attach Performance Statement modification request.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?		<input type="checkbox"/>	<input type="checkbox"/>	-
If "Yes", is an Environmental Re-assessment required?		<input type="checkbox"/>	<input type="checkbox"/>	
5. Is the TCEQ clearance still valid?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearance still valid? (If no, specify):		<input type="checkbox"/>	<input type="checkbox"/>	-
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
APPROVED by Grant Recipient (Required):				
Signature: _____		Title: _____		Date: _____
RECOMMENDED:		ACCEPTED:		
By: _____		By: _____		
ENGINEER (Authorized Signature)		CONTRACTOR (Authorized Signature)		
Date: _____		Date: _____		
To receive an email copy of the TDA response, provide information below:				
	Name	Email address		
Grant Recipient				
Admin Consultant				
Engineering Consultant				
For office use only:	Eligible Change Order			
Net Increase/Decrease of this Change Order Requested	\$ _____	Net Increase/Decrease of this Change Order Requested	_____ days	
Net Increase/Decrease of this Change Order Approved	\$ _____	Net Increase/Decrease of this Change Order Approved	_____ days	
Contract Price With all Approved Change Orders	\$ _____	Contract Time With all Approved Change Orders	_____ days	
Notes:				
_____		_____		
Regional Coordinator		Date		
_____		_____		
Manager		Date		

Certificate of Construction Completion

A709

(Submit one for each Prime Construction Contract)

Grant Recipient:

TxCDBG Contract No:

This is to certify that a final inspection of the project described below was conducted on the ___ day of _____, _____.

Contract was entered into on the _____ day of _____, _____ between the city/county of _____ and _____ for the construction of _____.

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all amendments, change orders and supplemental agreements thereto.
2. The sum of \$ _____, deducted from the final payment to the Contractor in accordance with any contract liquidated damages requirements, separate from any liquidated damages resulting from Davis-Bacon compliance.
3. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and make good any faulty workmanship and/or materials discovered in the work within a period of months from this date, as provided in the Contract.

4.	Amount of Original Contract	\$ _____
	Cumulative Change Orders	\$ _____
	Final Amount of Contract	\$ _____
	Less Previous Payments	\$ _____
	Less Deductions (from #2 above)	\$ _____
	FINAL PAYMENT (Balance)	\$ _____

5. The Final Payment in the amount above is now due and payable.

Certified by:

Engineer Contractor Chief Elected Official or Designee

Title Title Title

Firm Firm City/County of

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

Locality: _____

TX CDBG No: 7214241

Contractor: _____

Date: _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____, who being duly sworn, on oath, says that he is a duly authorized representative of _____; Contractor, and that all terms of the Contract for the completion of certain public works described as _____; City/County of _____

_____, Texas have been satisfactorily completed and that ALL sums of money for payrolls, bills for material and equipment, and other indebtedness connected with the Work for the Owner or its property might in any way be responsible to the best of my knowledge and belief, have been paid or will be paid or otherwise satisfied within thirty days after receipt of final payment from the Owner, or within the period of time required by Article 601f, Vernon's Civil Statutes. Payments not made in full at the time of this affidavit are listed below.

FINAL PAYMENTS pending as of this date hereof are: _____ None Pending _____ As Listed Below

Individual or Co. Name	Mailing Address	Amount Owed

Signature

Title

Affidavit must be signed by an individual owner or partner in partnership, or by a person authorized by by-laws or Board of Directors to sign for a corporation. If Contractor is a joint venture or partnership of individuals, either may sign, but if a joint venture in which a corporation is a party, separate affidavits must be executed by each corporation and by each individual owner or partnership. In the event subcontractors, laborers, or material suppliers have not been paid in full, the Contractor shall list here on the amount owed and the name and address of each subcontractor, laborer, or material supplier to whom such payment is owed.

Sworn and Subscribed before me this, the _____ day of _____, 20_____.

Notary Public in and for _____
County, Texas

(SEAL)

**SPECIAL CONDITIONS
OF
AGREEMENT**

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CONSTRUCTION CONTRACT
SPECIAL CONDITIONS OF AGREEMENT

1. GENERAL

The provisions in this section shall govern in the event of any conflict between them and the "General Conditions of Agreements."

2. OWNER

"Owner" in these specifications shall be understood as being Johnson County, Texas.

3. ENGINEER

The "Engineer" in these specifications shall be understood as being CHILDRESS ENGINEERS, Engineers and Consultants, 211 N. Ridgeway Drive, Cleburne, Texas 76033.

4. JOB LOCATION

The work to be performed is located in Johnson County, Texas.

5. SCOPE & SCHEDULE OF WORK

The work to be done under this contract consists of the construction of the TxCDBG 7214241 – CITY OF JOSHUA SANITARY SEWER IMPROVEMENTS, complete.

Prior to beginning work, the Contractor shall prepare and submit to the Engineer for his approval, a proposed schedule and sequence of construction.

6. COPIES OF PLANS AND SPECIFICATIONS

The General Contractor will be furnished, at no cost, five (5) sets of the plans and specifications for the proposed work. Additional copies of the plans and specifications will be furnished to the General Contractor at the cost as specified in the Invitation to Bid, which cost is not refundable.

7. TRADE NAMES

Unless specifically specified otherwise, wherever in the specifications an article or class of material is designated by a trade name, or by the catalog number of any maker, patentee, manufacturer, or dealer, such designation shall mean the specific article described or another equal thereto in quality, finish and serviceability for the purpose intended, as may be determined by the Engineer in his sole discretion.

8. LINES AND GRADES

The Engineer shall provide horizontal and vertical controls as needed in the form of reference points and bench marks to be used by the Contractor in staking the construction. The Contractor shall provide all additional layout staking, both horizontal and vertical, as may be required for performing the construction in accordance with the plans and specifications.

9. UTILITIES FOR CONSTRUCTION

The Contractor shall provide, at his own expense, for water, sanitation facilities, electrical power and any other utilities required during construction except as otherwise specified in the plans and specifications.

10. BARRICADES AND LIGHTING

The Contractor shall supply and use ample and proper barricades and warning lights or other equipment necessary to protect the public and workmen from any hazard during the prosecution of this work. The requirements of the 2006 Texas Manual on Uniform Traffic Control Devices (TMUTCD) shall apply. Contractor shall provide flagmen when necessary.

11. PROPERTY LINES AND MONUMENTS

The Contractor shall diligently protect all property line markers against damage due to his construction, and to reset such damaged markers at his own expense.

12. PERMITS AND EASEMENTS

All right-of-way permits and easements, unless otherwise specified, shall be obtained by the Owner at no cost to the Contractor.

13. NOTIFICATION OF PROPERTY OWNERS

The Contractor shall notify property owners (federal, state, local, private) at least two (2) days prior to beginning any construction work on the effected property.

14. PRE-CONSTRUCTION CONFERENCE

Prior to the start of construction, a pre-construction conference may be scheduled. Representatives of the Contractor, the Owner, the Engineer, Inspector and other interested parties will be present. This is a subsidiary requirement of the contract if the conference is scheduled.

15. FENCES

The Contractor shall at his own expense do the necessary removing of fences on the right-of-way, and shall re-build same after the work is completed in that area. The fences shall be re-built of the same character of materials as that which was removed. All posts, wire and other materials shall be sound, straight and equal to or better than the materials removed. Where fences are removed, the Contractor shall be responsible for the protection of livestock.

16. PROTECTION OF TREES, SHRUBS, AND PLANTS

The Contractor shall make every effort to protect all trees, shrubs, and plants encountered during construction and shall notify property owners, as specified above, before removal of such items.

17. PIPE COVER AND EXCAVATIONS

All yard piping shall have a minimum cover of 42" or as shown on the plans unless otherwise approved by the Engineer. All excavation on this project is unclassified and the cost of such excavation shall be included in such pay items as are provided in the proposal.

18. INSURANCE

The Contractor must obtain insurance policies or separate endorsements to his existing policies, and these policies must be maintained throughout the period of construction of this project. Policy amounts shall be as follows:

- (a) Public Liability and Property Damage to protect the Contractor, any of his sub-contractors, the Owner and the Engineer against any claims arising from personal injury (including accidental death) in an amount not less than \$1,000,000.00 for one person and

\$1,000,000.00 for one accident; and for property damage, not less than \$200,000.00 for each accident.

- (b) Automobile and Truck Public Liability and Property Damage to protect the same individuals as in (a) above, and in the same amounts for liability.
- (c) Workmen's Compensation and Employer's Liability Insurance covering all employees.

19. CLEAN UP OF SITE

The Contractor shall, upon completion of the project or as the project progresses, restore the site to its original condition or better, including the smoothing out of all excavation.

20. MATERIALS PURCHASED & MATERIAL SUPPLIERS

The Contractor shall keep on file, and furnish on request by the Engineer or the Owner, records of all materials purchased in connection with this project. The Contractor will, upon request of Owner, supply the brand names of major materials and the names and addresses of major material suppliers and sub-contractors. Such records will be kept for a period of one (1) year after the completion of this project.

21. STORAGE OF MATERIALS

The Contractor shall arrange for suitable storage of the materials necessary for completion of this project. Any materials that may be damaged by the elements or by vandalism or by other means or whose quality is questionable shall not be incorporated in the work.

22. EXTENSION OF THE CONTRACT TIME

The Contractor may be granted an extension of time due to Acts of God, Acts of War, Strikes or non-delivery of materials provided he submits in writing to the Engineer a request for such extension at least ten (10) days prior to the end of time provided for in the contract.

23. TESTING AND INSPECTION

All materials and workmanship and all equipment required under this contract shall be subject to testing and inspection by the Engineer unless other provisions are made in the plans and specifications

24. ADDENDA

All Addenda shall be incorporated in and become a part of the contract documents for this project. No other explanation or interpretation will be considered official or binding.

25. SPECIFICATIONS

Titles to divisions and paragraphs in these contract documents are merely for convenience, and are not to be taken as a part of the specifications. Furthermore, they are not to be taken as a correct and complete segregation of the several units of material and labor. No responsibility, either direct or implied, is assumed by the Engineer for omissions or duplications made by the Contractor due to real or alleged error in arrangement of matter in these contract documents.

26. PAYMENT TO CONTRACTOR

The Contractor shall prepare and submit partial pay estimates to the Engineer's attention after the Inspector has reviewed and initialed that he agrees with the pay request. Materials on hand will also be paid according to the material invoices. A retainage of 10% will be withheld on contracts of \$400,000.00 or less. A retainage of 5% will be withheld on contracts in excess of \$400,000.00. Prior to payment of the final estimate, the Contractor shall meet the requirements of the General Conditions of Agreement, providing for evidence that all obligations incurred by the Contractor and all subcontractors in connection with this project have been paid. The Contractor shall submit five (5) copies of partial pay estimates to the Engineer prior to the 5th day of the month for work completed up to and including the last day of the preceding month. Estimates approved by the Engineer and received by the Owner by the 15th day of the month shall be paid no later than 30 days following receipt. It should be noted that this payment schedule supersedes the schedule in Paragraph 5.04 of the General Conditions of Agreement. All other provisions of said Paragraph 5.04 shall remain the same.

27. PAYMENT OF BILLS

Prior to payment of the final estimate, the Contractor shall meet the requirements of the General Conditions of Agreement, providing for evidence that all obligations incurred by the Contractor and all subcontractors in connection with this project have been paid.

28. GUARANTEE OF WORKMANSHIP AND MATERIALS

The Contractor shall guarantee for a period of one (1) year from the date of the "Certificate of Acceptance," all workmanship and materials incorporated in the work, and shall replace, at his own expense, any defective materials or work. The date the warranty period begins will extend from the date of the "Certificate of Completion".

29. CONFINED SPACE ENTRY

Contractor shall comply with OSHA's confined space entry requirements in regards to trenching, tunneling, etc. Any costs shall be considered subsidiary to the Contract.

30. EXISTING UTILITIES

The plans show the locations of all known surface and subsurface structures. However, the Owner assumes no responsibility for failure to show any or all of these structures on the plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever.

The Contractor shall be responsible for verifying the locations of and protecting all existing utilities, service lines, or other property crossed or exposed by his construction operations. Contractor shall make all necessary provisions for the support, protection, relocation and/or temporary relocation of all utility poles, gas lines, telephone cables, utility services, water mains, sanitary sewer lines, electrical cables, drainage pipes, and all other utilities and structures both above and below ground during construction. The Contractor is liable for all damages done to such existing facilities as a result of his operations and any and all cost incurred for the protection and/or temporary relocation of such facilities shall be included in the costs contained in the Bid Proposal. NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

31. STREET SUBGRADE RESTORATION

The Contractor shall be required to restore the street subgrade to within 0.10'± to that existing at the time their work is released for construction. The subgrade shall be approved by the Engineer prior to final acceptance of the work.

32. TRENCH SAFETY SYSTEM

The Contractor shall submit a trench safety plan and as a minimum, use a Trench Shield for all trenching operations over five feet in depth and up to 16 feet in depth. The Trench Shield shall meet or exceed all OSHA requirements and regulations for Trench Shield. Prior to beginning construction the Contractor shall submit a test report to the Engineer for verification of compliance with OSHA requirements and regulations. This report shall also include the name of the manufacturer and model number of the specific Trench Shield to be used on-site. Deviation from the manufacturer's specifications shall only be allowed after the Contractor obtains written approval from the manufacturer and said written approval shall be kept on the job site throughout the trenching operations.

For trench depths over five feet, the Contractor shall submit a Trench Safety System design in lieu of the Trench Shield method. The Contractor must provide the plans and specifications designed and sealed by an approved licensed engineer in the State of Texas. Any alternate Trench Safety System design shall be in strict accordance with the current OSHA requirements and regulations and the Owner requirements and policies. Approval of an alternate Trench Safety System design shall be made by the Owner.

33. INDEMNIFICATION

The Contractor agrees to fully indemnify and save whole and harmless the Developer, Owner and Engineer from all costs or damages arising out of any real or asserted claim or cause of action against it of any kind or character and in addition from any and all costs or damages arising out of any wrongs, injuries, demands or suits for damages, either real or asserted, claimed against it that may be occasioned by any act, omission, neglect or misconduct of the said Contractor, his agents, servants and employees. The Contractor further agrees to comply with all applicable laws, regulations, ordinances, building and construction codes of the Owner and the State of Texas and with any regulations for the protection of workers which may be promulgated by the Government and shall protect such work with all necessary lights, barriers, safeguards and warnings as are provided for in said specifications.

34. AS BUILT / RECORD DRAWINGS

Any field change made to the construction plans shall be documented by the Contractor. The Contractor shall prepare and submit five (5) sets of the "As Built" drawing to the Engineer prior to the final inspection. The Engineer will check and distribute the record drawings of the finished project.

35. ENVIRONMENTAL/ARCHEOLOGICAL DISCOVERIES

If an environmental or archeological discovery is made during excavation operations, work shall cease until the site may be investigated to determine the extent of the find. The Contractor will be issued a stop work order in writing and another written notice to return to work.

36. EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION

The Contractor shall obtain permits and furnish labor, materials, equipment and incidentals necessary to provide erosion and sediment control during construction including furnishing, installing and maintaining erosion and sediment control structures and procedures and the proper removal when no longer required.

The Contractor shall submit copies of approved permits to the Engineer.

In accordance with the guidelines in the TPDES General Permit No. TXR 150000, dated March 5, 2003, and revised effective March 5, 2008, pursuant to Section 26.040 of the Texas Water Code and Section 402 of the Clean Water Act, by the Texas Commission on Environmental Quality (TCEQ), the Contractor shall prepare and submit a Notice of Intent (TCEQ Form 20022), prepare a Storm Water Pollution Prevention Plan (SWPPP) and implement the plan during construction.

The Notice of Intent (NOI) must be submitted prior to clearing and grubbing.

The SWPPP must be prepared prior to the submittal of the NOI. The SWPPP must be on file at the construction site and be available upon request to TCEQ, local agencies, and Owner. "The Contractor shall be responsible for implementing, updating and modifying per regulatory agency requirements, inspection, and monitoring the SWPPP.

The Contractor shall retain records or copies of all reports by this permit for a period of at least three (3) years from date of Final Completion.

Contractor shall provide for the drainage of storm water and such water as may be applied or discharged on the site in performance of the work. Drainage facilities shall be adequate to prevent damage to the work, the site, and adjacent property. Existing drainage channels and conduits shall be cleaned, enlarged, or supplemented as necessary to carry all increased runoff attributable to Contractor's operations. Dikes shall be constructed as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect Owner's facilities and the work, and to direct water to drainage channels or conduits. Ponding shall be provided as necessary to prevent downstream flooding.

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 operation that will disturb the natural protection. Contractor shall be responsible for establishment, maintenance, and applicable removal of proper erosion control measures. Such erosion control measures shall conform to Federal, State and /or local erosion control regulations and shall consist of measures that are generally accepted as adequate erosion control by the engineering profession.

Upon completion of work on the site and after 70% of the site has approved stabilization established, the Contractor shall file a Notice of Termination (TCEQ Form 20023).

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SECTION 1

EXCAVATION, TRENCHING AND BACKFILLING

1-01 GENERAL

The Contractor shall perform all work classified as grading, excavation, trenching and backfill as required in the plans and to the lines, grades, contours, dimensions and elevations as shown on the plans. This includes, but is not necessarily limited to, the following items:

1. Site grading and right-of-way clearing.
2. Preparation of sub-grade.
3. Preparation of foundations.
4. Structural excavation.
5. Removal and disposal of brush, trees and other debris.
6. All necessary shoring and sheeting to protect excavations.
7. De-watering as necessary or required.
8. Stabilization as necessary or required, including the placing of select materials.
9. Tamping and compacting as necessary or required.
10. Surface repair and/or replacement.

1-02 CONSERVING TOPSOIL

Where excavation of any type is indicated on the drawings, or required, topsoil shall be excavated and stored for later use. The topsoil shall be excavated to a depth of 6", and shall be transported and deposited in storage piles at the locations indicated or directed. Topsoil shall be kept separated from other excavated materials, and shall be piled free of roots and other undesirable material. After completion of other excavation, filling, and grading, topsoil shall be placed to a depth of approximately 2 inches on areas not occupied by buildings, roads or other structures or surfaces. The topsoil shall be evenly spread and the surface left in a relatively smooth condition. All lumps, rocks, clods and other large particles shall be broken up or removed.

1-03 STRUCTURAL EXCAVATION AND TRENCHING

The Contractor should thoroughly familiarize himself with the types of excavation to be performed and the types of material to be handled. If results of core samplings indicating the types of materials to be encountered in the construction of this project are furnished, it is simply for the convenience of the Contractor in preparing his Proposal. All excavation in this project is "unclassified". No consideration of claims for extra compensation due to the type of material encountered in the excavation will be considered.

Trenches shall be excavated by use of a trenching machine, backhoe or dragline, except in locations where hand trenching is required. The banks of the trench shall be vertical from the bottom of the trench to a point at least one (1') foot above the top of the pipe. The width of the trench shall provide a

minimum of nine (9") inches and a maximum of twelve (12") clearance on each side of the pipe being laid. Measurement will be made at the top of the pipe.

Should the actual trench width be greater than the maximum permitted, the Contractor, at his expense, shall provide concrete cradle or other suitable bedding, backfilling materials and measures required by the Engineer so as to increase the pipe support strength to resist the additional external load.

If the bottom of the trench becomes an unstable foundation for the pipe through the neglect of the Contractor to adequately shore or de-water, the Contractor will be required to remove the unstable material and backfill the trench to the proper grade with approved compacted gravel. No extra compensation shall be approved for this material or work.

Also, if the trench is inadvertently excavated deeper than necessary, it shall be backfilled to the proper grade with approved compacted granular material at the Contractor's expense.

However, if in the opinion of the Engineer, the undisturbed material encountered at the grade depth provides an unstable foundation for the pipe, the Contractor will be required to remove such unstable material and backfill the trench to the proper grade with approved compacted material.

The Contractor shall excavate all trenches, including work necessary in working around existing pipe lines or other obstructions. The Contractor shall give notice to the Owners of any such lines or obstructions in order that they may have time to take the necessary precautions for protecting their property. The Contractor shall be responsible for protecting the Owner from any damage which may be caused by the Contractor's operations in such work.

In rock, shale, hard clay or other non-yielding material, excavation shall be carried four inches (4") below the bottom of the pipe and select material or gravel shall be used for backfilling to the grade of the bottom of the pipe line.

Should the Contractor determine that "blasting" or any other hazardous operation would be useful, permission of the Owner and the Engineer must be obtained prior to beginning that type operation. If permission is granted, the Contractor shall use due care to protect adjoining properties, and shall, by special insurance, protect the Owner from any and all claims arising from such operations, including accidental death.

After inspection of pipe lines has been finished on any completed portion of the work, the trench may be backfilled. Backfilling shall be accomplished in compliance with the applicable portions of these specifications.

All applicable local, state, and federal laws and regulations shall be carefully observed, including those relating to the protection of the excavations, the safety of the workmen, and provisions for the required barriers, signs, and lights.

1-04 BEDDING AND BACKFILLING, GENERAL

All gravity pipelines shall be properly bedded so as to have the entire length of the barrel supported. The pipe shall be laid on a cushion of six (6") inches of crushed stone up to 1" gradation or pea gravel extending up to the midpoint of the pipe. The material shall be carefully graded to form the cushion. After the pipe is laid, granular material or the bedding material shall be placed carefully and simultaneously on both sides of the pipe to an elevation of six (6") inches above the pipe. The material shall be consolidated from the bottom of the pipe up to the midpoint of the pipe. All bedding shall conform to ASTM D-2321, class I, II or III. Granular material is defined as free flowing sand which is free of large rocks, roots and other foreign matter.

All force main pipelines shall be properly bedded so as to have the entire length of the barrel supported. The pipe shall be laid on a cushion of six (6") inches of granular material extending up to the midpoint of the pipe. The material shall be carefully graded to form the cushion. After the pipe is laid, granular material or the bedding material shall be placed carefully and simultaneously on both sides of the pipe to an elevation of six (6") inches above the pipe. The material shall be consolidated from the bottom of the pipe up to the midpoint of the pipe. Granular material is defined as free flowing sand which is free of large rocks, roots and other foreign matter. The depth of layers of fill shall be consistent with the method of consolidation used.

Backfill above the six (6") inch bedding may be placed in any manner that will not cause damage to the pipe. This backfilling will be done with good sound earth. Broken concrete, rocks greater than 4 inches in diameter, bituminous pavement or other lumpy materials shall not be used, except as the lumps are small and may be dispersed in the upper portion of the fill in a manner which is satisfactory to the Engineer. No trench cutting will be allowed until after 6" of bedding material is placed over the pipe.

Cohesive soils shall be densified by compaction using mechanical or hand tamping. Care shall be taken not to damage the pipe exterior during soil compaction. Moisture content of cohesive soils shall be adjusted to facilitate the degree of compaction required on the detail drawings for bedding and backfill.

Granular bedding and backfill may be densified by tamping or internal vibration. Where both native and fill materials are free-draining, bedding and backfill may also be densified by consolidation with water. Materials to be hydraulically consolidated shall pass a 1.5 inch screen and have not more than 10 percent pass a 200 mesh sieve. When water is used for fill consolidation, provisions shall be taken to prevent the pipe from floating.

1-05 BEDDING AND BACKFILLING, SPECIAL

Certain areas within the project shall require special bedding and backfilling. The Contractor shall provide the special bedding and backfilling in these areas as follows:

1. Federal and State Highways
Backfilling shall be done in accordance with the requirements of the Texas Department of Highways and Public Transportation. Bedding of the pipe shall be the same as required in other areas.
2. City Street, Future Paved Areas

Backfilling within the paved area and within ten (10') feet of proposed streets shall be accomplished by mechanically tamping granular materials from the trench cuttings, if usable, in no more than nine (9") inch layers, or by jetting until 95% compaction (Standard Proctor) is obtained. Trenches more than ten (10') feet from the street shall be backfilled in lifts no greater than three (3') feet and shall be compacted to 90% Standard Proctor Density, ASTM D-698.

3. City Streets, Paved (Street Cuts for Crossings or tie-ins)
Pavement on streets shall be saw cut to the limits of removal prior to beginning excavation. Sawing shall be done in straight lines and in a neat and orderly manner.

Backfilling under existing paved streets shall be done using granular material (sand), and such material shall be jetted until 95% compaction (Standard Proctor) is obtained.

After the trench has been properly backfilled, and after the line has been fully tested, excess material shall be removed from the trench area to a depth of five (5") inches. The surface shall be smoothed and compacted with a flat wheel roller, then primed with Grade RC-2 asphalt.

Asphaltic concrete surface material shall be Type D, Hot Mix-Hot Laid meeting the requirements of Item 340 of the current Texas Department of Highways and Public Transportation specification. The asphaltic concrete shall be placed in one (1) three (3") inch layer and one (1) two (2") inch layer. Each layer shall be properly compacted using flat wheel and pneumatic tire rollers. Care shall be exercised to ensure that the last layer is placed and shaped so as to conform to the grade of the existing paved surface.

1-06 EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION

1. GENERAL

The Contractor shall obtain permits and furnish labor, materials, equipment and incidentals necessary to provide erosion and sediment control during construction including furnishing, installing and maintaining erosion and sediment control structures and procedures and the proper removal when no longer required.

2. SUBMITTALS

The Contractor shall submit copies of approved permits to the Engineer.

3. NPDES PERMIT

In accordance with the Final NPDES General Permits for Storm Water Discharge from Construction Sites as published in the Federal Register, July 1, 2003, 40 CFR Part 122, Contractor shall prepare and submit a Notice of Intent (EPA Form 3510-9), prepare a Storm Water Pollution Prevention Plan (SWPPP) and implement the plan during construction.

The Notice of Intent (NOI) must be submitted prior to clearing and grubbing.

The SWPPP must be prepared prior to the submittal of the NOI. The SWPPP must be on file at the construction site and be available upon request to EPA, State or local agencies, and

Owner. "The Contractor shall be responsible for implementing, updating and modifying per regulatory agency requirements, inspection, and monitoring the SWPPP.

The Contractor shall retain records or copies of all reports by this permit for a period of at least three (3) years from date of Final Completion.

For Assistance in filling out the NOI or preparing the SWPPP, Contractor may call the EPA Region 6 office at 214-655-8060.

A. TEMPORARY DRAINAGE PROVISIONS

Contractor shall provide for the drainage of storm water and such water as may be applied or discharged on the site in performance of the work. Drainage facilities shall be adequate to prevent damage to the work, the site, and adjacent property. Existing drainage channels and conduits shall be cleaned, enlarged, or supplemented as necessary to carry all increased runoff attributable to Contractor's operations. Dikes shall be constructed as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect Owner's facilities and the work, and to direct water to drainage channels or conduits. Ponding shall be provided as necessary to prevent downstream flooding.

B. EROSION CONTROL

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 operation that will disturb the natural protection. Contractor shall be responsible for establishment, maintenance, and applicable removal of proper erosion control measures. Such erosion control measures shall conform to Federal, state and /or local erosion control regulations and shall consist of measures that are generally accepted as adequate erosion control by the engineering profession.

1-07 EXISTING UTILITIES

The Contractor shall be extremely careful to prevent damaging existing utilities. The general location of existing utilities are shown on the plans. It shall be expressly understood by the contractor that, while much time was spent in attempting to locate existing utilities, the Engineer in no way purports to have located the exact alignment or grade of any utility. It shall be the responsibility of the Contractor to verify the location of all utility lines.

Any damage to existing utilities shall be immediately repaired, and no other work shall be accomplished until the damaged utility is repaired. All repairs shall be made at the Contractor's expense, unless otherwise specifically stated.

The Contractor shall notify all utility companies prior to beginning his work and arrange for the utility companies to provide locator service and supervision.

1-08 HIGHWAY AND RAILROAD CROSSING

Highway and railroad crossings shall be made at the locations shown on the plans. Permits for these crossings will be obtained by the Owner and provided to the Contractor.

Installations shall be made in strict conformance with all applicable federal, state and local regulations. In addition, railroad crossings shall be installed in such a manner as to comply with the railway company regulations.

Forty-eight (48) hours prior notification should be given to the proper authorities prior to commencing work on a highway or railroad right-of-way.

1-09 CLEANUP

The Contractor shall maintain the jobsite in a neat and orderly condition as work progresses. He shall cooperate with the Owner and the Engineer to see that public inconvenience is held to the minimum possible, including the blocking of streets, alleys and individual driveways.

After the job, or portions thereof, have been completed, the Contractor shall see that all debris, excess excavation, etc. is removed from the jobsite. The site shall be left in a neat and orderly condition.

1-10 MEASUREMENT AND PAYMENT

Measurement and payment will be based on completed work performed in strict compliance with the plans and specifications. Payment shall be made for the units of construction done conforming to the appropriate bid price contained in the Proposal.

SECTION 2

PIPE AND FITTINGS

2-01 GENERAL

All sewer mains, laterals, house service connections, etc. shall be of the type and materials as specified herein and in the plans. Any piping found to be defective before or after installation shall be removed from the system and replaced with sound pipe at no additional cost to the Owner.

The interior of all pipe shall be cleaned thoroughly and kept clean during the progress of construction. When any line is not being worked on, it shall be plugged to prevent the entry of any foreign matter.

All pipe shall be laid in such a manner as to allow the full length of the section to rest solidly on the pipe bed. Pipe shall not be laid in water, or in any trench when trench or weather conditions are unfavorable for work, except when authorized by the Engineer. Any pipe that is disturbed after laying shall be removed and replaced.

2-02 STANDARD SPECIFICATIONS

The following standards and specifications, or latest revision thereof, form a part of this specification to the extent indicated by any reference thereto:

(1) Pipe Material: Pipe should conform to the following specifications or the latest official revisions thereof.

- (a) PVC Plastic Pipe shall conform to SDR 35 ASTM D-3034, for sizes 4" through 15" and ASTM 679 T-1 for sizes larger than 15" and shall have an elastomeric joint system to provide a water tight seal.
- (b) PVC Ribbed Pipe shall conform to specification ASTM F794 for Open Profile Pipe and UNI-Bell Specification UNI-B-9 for sizes greater than 15", and shall have concentric ribs. Pipe shall have a smooth interior and a solid cross sectional wall with seamless composition. Exterior ribs shall be perpendicular to the axis of the pipe to allow placement of sealing gasket between the ribs without additional cutting or machining. The pipe shall be color coded green for in ground identification. Pipe shall be made of PVC material having a cell classification of 12454-B, per ASTM D1784. Minimum pipe stiffness per ASTM D2412 shall be 46 psi for 18" and larger. Pipe shall withstand impact of 220 ft-lbs. Pipe shall withstand flattening up to 60% without cracking, splitting or breaking and pass acetone immersion test per ASTM D2152.
- (c) PVC corrugated pipe shall be seamless profile wall and meet the requirements of ASTM F949 for sizes greater than 15". Pipe shall have a smooth interior with a corrugated cross-sectional rib exterior. Exterior corrugations shall be perpendicular to the axis of the pipe to allow placement of the sealing gasket without additional cutting or machining. The pipe stiffness shall be a minimum of 50 psi when tested at 5% deflection in accordance with D2412. Pipe shall be green in color. The pipe shall meet a cell classification of 12454B or 12454C as defined in ASTM D1784.
- (d) PVC Plastic Pipe may be used for force mains. Pipe should conform to ASTM D-2241, SDR26, CL. 160.
- (e) Pipe shall have an elastomeric joint system providing a water tight seal conforming to ASTM D-3212.

(f) Ductile Iron Pipe

AWWA C101 American National Standard for Thickness Design of Cast-Iron Pipe.

AWWA C106 American National Standard for Cast-Iron Pipe centrifugally cast in metal.

AWWA C104 Standard for Cement Mortar Lining for Ductile Iron Pipe and Fittings

AWWA C105	Standard for Polyethylene Encasement for Ductile Iron Piping
AWWA C110	Standard for Ductile Iron and Gray Iron Fittings
AWWA C111	Standard for Rubber Gasket Joints for Ductile Iron Pipe and Fittings
AWWA C150	Standard for Thickness Design of Ductile Iron Pipe
AWWA C151	Standard for Ductile Iron Pipe
AWWA C600	Standard for Installation of Ductile Iron Water Mains and Appurtenances
General	

Ductile iron pipe shall be designed and manufactured in accordance with the latest revisions of AWWA C151 and shall be rated for 150 psi in accordance with the latest revisions of AWWA C151 unless otherwise shown. Standard joint length shall be 18' to 20'. The exterior of the pipe and fittings shall be coated with a 1 mil bituminous coating in accordance with AWWA C110 and AWWA C151, unless specified otherwise.

Each joint of ductile iron pipe shall be covered with polyethylene encasement labeled Sanitary Sewer in accordance with AWWA C105.

Ductile iron pipe and fittings shall have a cement mortar lining in accordance with AWWA C104 and bituminous seal coat. Thickness of lining shall be as specified in AWWA C104.

2-03 SERVICE CONNECTIONS

Unless otherwise designated by the Engineer, all service connections shall be of 4 inch PVC Plastic Pipe, SDR 35 and shall be constructed as shown on the plans and at the locations as designated by the Engineer. Wyes for services connections shall be installed as shown on the plans or as directed by the Engineer.

Service connections shall extend to a point four (4') feet behind the curb line and shall be marked with an "S" permanently installed in the curb.

2-04 ENCASEMENT

Where called for on the plans or when ordered by the Engineer, encasement shall be placed as directed by the Engineer.

The pipe shall be set and held to true line and grade by wedges, blocks, or other approved methods.

Pipe that is allowed to become dislodged or floated from the true line and grade shall be replaced to true line and grade by the Contractor at his own cost and expense.

2-05 MAINTENANCE

All sewers and sewer structures shall be thoroughly cleaned and maintained in a workable condition until final acceptance.

2-06 MEASUREMENT AND PAYMENT

Measurement and payment will be based on completed work performed in strict compliance with the plans and specifications. Measurement of the pipe shall be along the centerline and will include service lines to a point four (4') feet behind the curb line. All trenching, grading, backfilling, etc. shall be included in the bid price per lineal foot of pipe. Drilled crossings or encased crossings will be paid for separately in addition to the payment for the pipe. Gravel and asphalt pavement replacement, if required, will not be paid for separately and the cost there of shall be included in the bid items provided in the proposal.

SECTION 3

MANHOLES AND CLEANOUTS

3-01 GENERAL

Manholes and cleanouts shall be constructed as shown on the plans and as called for in these specifications, including cast iron frames and covers, and should be essentially water tight.

3-02 FOUNDATION

The bottom of the foundation shall not be lower than twelve (12") inches below the lines of the invert of the sewer at that point. Inverts shall be formed by laying full section sewer pipe straight through the manhole and cutting out the top half after the concrete base is constructed and cured sufficiently.

3-03 WALLS

Manholes may be constructed of fiberglass, precast rings or cast-in-place. Materials used in wall construction shall conform to the following:

- (a) **Fiberglass:** If called for on the plans, manholes shall be fiberglass. Fiberglass manholes shall conform to ASTM D3753 standards. Reinforcing materials shall be commercial grade "E" type glass. Provide a minimum 3 inch anti-flotation ring in MH bottom. Furnish LF brand or approved equals.
- (b) **Precast:** Rings shall be of reinforced concrete equivalent to those manufactured by Hanson Building Products and joints shall be sealed using Ram-Neck gasket material or equal.

- (c) Cast-in-Place: Shall be constructed using 3000 psi concrete in accordance with Specification for Portland Cement Concrete. Wall thickness shall be a minimum of six (6") inches.

3-04 FRAMES, COVERS, GRATINGS

All castings shall be of the dimension and type as shown on the plans or an approved equal. They shall be true to pattern in form and size and shall be free from faults, cracks, etc. All covers shall have the work "SEWER" cast on them. Cast iron castings shall conform to the requirements of "Gray Iron Castings" ASTM Specification A48, Class 30.

3-05 CLEANOUTS

Cleanouts shall be constructed at the location and as shown on the plans.

3-06 MAINTENANCE

All manholes and cleanouts shall be thoroughly cleaned and maintained in a workable condition until final acceptance.

3-07 PAYMENT

Payment for manholes and cleanouts shall be made on a unit price basis as shown in the Bid Schedule and shall constitute full payment for these items.

SECTION 4

PORTLAND CEMENT CONCRETE

4-01 GENERAL

The work covered by this section consists of furnishing all labor, materials and equipment necessary and performing all operations in connection with the installation of concrete work in accordance with these specifications and the applicable drawings.

4-02 MATERIALS

- (A) Aggregate: Both coarse and fine aggregate shall conform to Federal Specifications SS-A-281. Coarse aggregate shall be well graded from fine to coarse, within prescribed limits. The maximum size shall be 1 1/2 inches.
- (B) Cement: Only one brand of each type of cement shall be used for exposed concrete in any individual structure. Cement reclaimed from cleaning bags or leaking containers will not be used in the sequence of receipt of shipment, unless otherwise directed by the Engineer.

All Portland cement will comply with Federal Specifications SS-CO192, Type 1 or 1A.

4-03 REINFORCING STEEL

All reinforcing steel will be fabricated to the dimensions and shapes as indicated by the plans. Prior to placement, all steel bars will be cleaned of rust, scale and any other foreign matter that could prevent a good bond with the concrete. Laps of splices shall be of adequate length to transmit stresses and all splices in adjacent bars shall be staggered. The steel, complete in place, shall comply in all respects with the ACI and CRSI codes.

4-04 CLASS OF CONCRETE

All concrete shall be 5 sack and shall have a compressive strength of 3000 psi at 28 days. No high early strength concrete will be accepted, unless approved by the Engineer.

4-05 PLACEMENT OF CONCRETE

Forms shall be straight, free of warp and of a depth equal to the depth of concrete. They shall be securely staked to line and grade, and maintained in a true position during the depositing of concrete.

Reinforcing steel, if required, shall be placed in position as shown on the typical sections. Care shall be exercised to keep all steel in its proper location.

Concrete shall be placed as near as possible in its final position in the forms.

Concrete shall not be placed when the atmospheric temperature is less than 35⁰F. Concrete shall not be placed in contact with any material coated with frost or having a temperature less than 32⁰F.

Concrete operations shall be in accordance with Texas Highway Department Items 420 "Concrete Structures" or Item 530 "Concrete Curb, Gutter, Curb and Gutter, Sidewalks and Driveways" as is appropriate.

Concrete shall be cured for a minimum of 72 hours by use of either an approved membrane curing compound or other approved method.

4-06 PAYMENT

No separate payment will be made for the work covered by this section, and all costs in connection therewith shall be included in the bid price for the items of which they are a part.

SECTION 5

AIR TEST FOR SANITARY SEWERS

5-01 GENERAL

Unless otherwise specified by the Engineer, ALL sewer lines shall be air tested as directed by the Engineer and under his supervision. The Contractor shall provide all equipment, material and labor necessary to conduct the test in accordance with the Texas Commission on Environmental Quality - "Design Criteria for Sewerage Systems", Texas Administration Code - Chapter 17 (current revision).

5-02 METHOD

The section of sewer line to be tested shall be plugged. Low-pressure air shall be introduced into the plugged line. The amount and rate of air loss shall be used to determine the acceptability of the section being tested.

1. The low pressure air test shall conform to ASTM C-828 and C-924.
2. The length of line to be tested at one time shall be limited to the length between adjacent manholes.
3. Sections of pipe which have an average inside diameter of 36 inches or larger shall be air tested at each joint.
4. The test section shall be pressurized to 4.0 pounds per square inch ("psi") and held above 3.5 psi for 5 minutes.
5. Air is to be added as required to hold pressure during this 5 minute period.
6. At the end of the 5 minute saturation period, the pressure shall be recorded and the time period shall begin with a pressure of 3.5 psi.
7. For sections of pipe up to 36 inch average inside diameter, the minimum time allowable for the pressure to drop from 3.5 pounds per square inch gauge to 2.5 pounds per square inch gauge shall be computed using the following equation:

$$T = 0.085 (D) (K) / (Q)$$

Where:

- T = time for pressure to drop 1.0 pound per square inch gauge in seconds
- K = 0.000419 (D) (L), but not less than 1.0
- D = the average inside diameter of the pipe in inches
- L = length of pipe in feet of same size being tested
- Q = rate of loss in cubic feet per minute per square foot of internal surface area (a value of 0.0015 shall be used)

The testing times and minimum testing times for each pipe diameter are shown below:.

Pipe Diameter (inches)	Time (seconds)	But Not Less Than (minutes)	Pipe Diameter (inches)	Time (seconds)	But Not less Than (minutes)
6	.885L	5:40	21	10.471L	19:50
8	1.52L	7:34	24	13.676L	22:40
10	2.374L	9:27	27	17.309L	25:30
12	3.419L	11:20	30	21.369L	28:20
15	5.342L	14:10	33	25.856L	31:10
18	7.693L	17:00			

8. Sections of pipe which have an average inside diameter of 36 inches or larger shall be tested at each joint.
9. The minimum time allowable for the pressure to drop from 3.5 psig to 2.5 psig during a joint test, regardless of pipe size, shall be 20 seconds.
10. When the prevailing ground water is above the sewer being tested, air pressure shall be increased 0.43 psi for each foot the water table is above the flow line of the sewer.
11. A pressure gauge shall be supplied by the Contractor and shall have minimum divisions of 0.10 psi and shall have an accuracy of 0.04 psi.
12. Calibration of the gauge shall be certified by a reliable testing firm at 6-month intervals or as required by the Engineer.
13. Any section failing to meet the requirements shall be examined and the leak found and repaired at no additional expense to the Owner.
14. After repair, the section shall be retested.

5-03 PAYMENT

No separate payment will be made for this item, and the cost involved therewith should be included in the unit prices for pipeline in the proposal.

SECTION 6

DEFLECTION TESTING FOR SANITARY SEWERS

6-01 GENERAL

Unless otherwise specified by the Engineer, ALL sewer lines shall be deflection tested as directed by the Engineer and under his supervision. The Contractor shall provide all equipment, material and labor necessary to conduct the test.

6-02 METHOD

The Contractor shall furnish hand-pulled go, no-go deflection testing mandrels through all lengths of PVC sewer pipe not less than 30 days following completion of final compacted backfill. No powered

mechanical equipment will be allowed for pulling mandrels.

6-03 MANDREL REQUIREMENTS

Upon completion of PVC sanitary sewer pipe installation, the Contractor shall pull a mandrel through the pipe to test for a maximum 5 percent deflection. The mandrel shall be sized and constructed as listed on the applicable part of the following table.

6-04 PAYMENT

No separate payment will be made for this item, and the cost involved therewith should be included in the unit prices for sanitary sewer pipeline in the proposal.

5 PERCENT DEFLECTION MANDREL

Type Pipe	Nominal Size, In	Mandrel O.D., In	Tolerance In	Nearest 1/16"	Minimum Runner Length In	Minimum Number of Mandrel Runners
D3034 DR35	6	5.45	0.01	5-7/16	4	6
D3034 DR35	8	7.28	0.01	7-4/16	4	6
D3034 DR35	10	9.08	0.01	9-1/16	5	8
D3034 DR35	12	10.79	0.01	10-13/16	6	8
D3034 DR35	15	13.20	0.01	13-3/16	8	8
F679	18	16.13	0.01	16-2/16	8	12
F679	21	19.00	0.01	19	8	12
F679	24	21.36	0.01	21-6/16	8	12
F679	27	24.07	0.01	24-1/16	8	12
F894	18	16.53	0.01	16-1/2	8	9
F894	21	19.30	0.01	19-5/16	8	9
F894	24	22.08	0.01	22-1/16	8	9
F894	27	24.84	0.01	24-13/16	8	9
F894	30	27.62	0.01	27-5/8	10	9
F894	33	30.38	0.01	30-3/8	10	9
F894	36	33.15	0.01	33-1/8	12	9
F894	42	38.68	0.01	38-11/16	12	9

7 1/2 PERCENT DEFLECTION MANDREL

Type Pipe	Nominal Size, In	Mandrel O.D., In	Tolerance In	Nearest 1/16"	Minimum Runner Length In	Minimum Number of Mandrel Runners
D3034 DR35	6	5.31	0.01	5-5/16	4	6
D3034 DR35	8	7.09	0.01	7-1/16	4	6
D3034 DR35	10	8.84	0.01	8-13/16	5	8
D3034 DR35	12	10.51	0.01	10-8/16	6	8
D3034 DR35	15	12.86	0.01	12-14/16	8	8
F679	18	15.70	0.01	15-11/16	8	12
F679	21	18.50	0.01	18-8/16	8	12
F679	24	20.80	0.01	20-13/16	8	12
F679	27	23.44	0.01	23-7/16	8	12
F894	18	16.10	0.01	16-1/8	8	9
F894	21	18.80	0.01	18-13/16	8	9
F894	24	21.49	0.01	21-1/2	8	9
F894	27	24.18	0.01	24-1/8	8	9
F894	30	26.88	0.01	26-13/16	10	9
F894	33	29.58	0.01	29-5/8	10	9
F894	36	32.27	0.01	32-1/4	12	9
F894	42	37.66	0.01	37-5/8	12	9

SECTION 7

PIPE BURSTING

1-01 GENERAL

1. DESCRIPTION

This clause includes requirements to rehabilitate existing sanitary sewers by the pipe bursting method which splits the existing pipe and immediately installing a new polyethylene pipe, reconnect existing sewer house connections, television inspection of the polyethylene pipe and complete installation in accordance with the Contract documents. Only hydraulically and pneumatically operated equipment will be allowed for this replacement.

2. QUALITY ASSURANCE

- A. The Contractor shall be certified by the particular Pipe Bursting System Manufacturer that such firm is licensed installer of their system.
- B. Polyethylene pipe jointing shall be performed by personnel trained in the use of thermal butt-fusion equipment and recommended methods for new pipe connections. Personnel directly involved with installing the new pipe shall receive training in the proper methods for handling and installing the polyethylene pipe. Training shall be performed by qualified representative.
- C. The Contractor shall hold the Owner and Engineer harmless in any legal action resulting from patent infringements.
- D. The Contractor shall have a minimum of three (3) years experience using the pipe-bursting method and shall have installed no less than fifteen thousand (15000) feet.
- E. The Contractor must have successfully completed at least one (1) job, similar in scope, to the requirements of pipe-bursting set forth in these bid documents.

3. SUBMITTALS

- A. Submit the following Contractor's Drawings:

1) Shop drawings, catalog data, and manufacturer's technical data showing complete information on material composition, physical properties, and dimensions of new pipe and fittings. Include manufacturer's recommendation for handling, storage, and repair of pipe and fittings damaged.

2) Method of construction and restoration of existing sewer service connections. This shall include:

a. Detail drawings and written description of the entire construction procedure to install pipe, bypass sewage flow and reconnection of sewer service connections.

3) Certification of workmen training for installing pipe.

4) Television inspection reports and video tapes made after new pipe installation.

4. DELIVERY, STORAGE, AND HANDLING

A. Transport, handle, and store pipe and fittings as recommended by manufacturer.

B. If new pipe and fittings become damaged before or during installation, it shall be repaired as recommended by the manufacturer or replaced as required by the Engineer at the Contractor's expense, before proceeding further.

C. Deliver, store and handle other materials as required to prevent damage.

5. METHODS FOR NEW PIPE INSTALLATION

The methods approved for rehabilitation of existing sanitary sewers by pipe bursting and installation of new polyethylene pipe are BRITISH GAS'S Pipeline Insertion Method (PIM) by Southwestern Packing and Seals, Inc. 800/843-4950, Hall-Albert Construction 817/624-9391, or PM Construction 713/921-2905 or prior approved equal.

2-01 MATERIALS

1. Polyethylene Plastic Pipe shall be high density polyethylene pipe and meet the applicable requirements of ASTM F714 Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter, ASTM D1248, ASTM D3550.

A. Sizes of the insertions to be used shall be such to renew the sewer to its original or greater than flow capacity.

B. All pipe shall be made of virgin material. No rework except that obtained from the manufacturer's own production of the same formulation shall be used.

C. The liner material shall be manufacture from a High Density High Molecular weight polyethylene compound which conforms to ASTM D- 1248 and meets the requirements for Type III, Class C, Grade P-34, Category 5, and has a PPI rating of PE 3408.

- D. The pipe produced from this resin shall have a minimum cell Classification of 345434C (Inner wall shall be light in color) under ASTM D-3350. A higher number cell classification limit which gives a desirable higher primary property, per ASTM D3350 may also be accepted by the Engineer at no extra cost to the Owner. The value for the Hydrostatic Design basis shall not be less than 1600 PSI (11.03 MPA) per ASTM D-2837.
- E. The polyethylene pipe shall have light colored interior fully bonded and co-extruded pipe structure. The bond between the layers shall be strong and uniform. It shall not be possible to separate and two layers with a probe or point of a knife blade so that the layers separate cleanly at any point, nor shall separation of bond occur, between layers, during testing performed under the requirements of this specification.
- F. The pipe shall be homogenous throughout and shall be free of visible cracks, holes, foreign material, blisters, or other deleterious faults.
- G. Dimension Ratios: The minimum wall thickness of the polyethylene pipe shall meet the following:

<u>Depth of Cover (Feet)</u>	<u>Minimum SDR of Pipe</u>
0 - 16.0	21
> 16.1	17

- H. Material color shall be black on the outside for ultraviolet protection and 10 mils of white inner diameter for enhanced television inspection.

2. TESTS

Tests for compliance with this specification shall be made as specific herein and in accordance with the applicable ASTM Specification. A certificate with this specification shall be furnished, upon request, by the manufacturer for all material furnished under this specification. Polyethylene plastic pipe and fittings may be rejected to meet any requirements of this specification.

3-01 SEWER SERVICE CONNECTIONS

- 1. All sewer service connections shall be identified, located and excavated prior to the pipe insertion to expedite reconnection. Upon commencement, pipe insertion shall be continuous and without interruption from one manhole to another, except as approved by the engineer and/or his representative. Upon completion of insertion of the new pipe, the Contractor shall expedite the reconnection of services as to minimize any inconvenience to the customers.
- 2. Sewer service connections shall be connected to the new pipe by mechanical methods. Once the saddle is secured in place, drill hole full inside diameter of saddle outlet in pipe liner.

- A. Mechanical saddles shall be made of polyethylene pipe compound that meets the requirements of ASTM D1248, Class C, have stainless steel straps and fasteners, neoprene gasket and backup plate. Mechanical saddles shall be Strap-On-Saddle Type as manufactured by Driscopipe or Tapping Saddle manufactured by Fernco Joint Sealer Co., DFW Plastics, Inc. or approved equal.
- B. An HDPE branch saddle may be sidewall fused onto the O.D. of the installed HDPE pipe. This may be done with commercially available sidewall Fusion machine or installed with "Unicore" HDPE splice under the base of saddle and heated to pipe O.D.

4-01 PREPARATION

1. BYPASSING SEWAGE

- A. **By-Pass Pumping:** The Contractor, when and where required, shall provide diversion for the pipe bursting/replacement process. The pumps and by-pass lines shall be of adequate capacity and size to handle all flows. All costs for by-pass pumping, required during installation of the pipe shall be subsidiary to the pipe reconstruction item.
- B. The Contractor shall be responsible for continuity of sanitary sewer service to each facility connected to the section of sewer during the execution of the work.
- C. If sewage backup occurs and enters buildings, the Contractor shall be responsible for clean-up, repair, property damage cost and claims.

2. TELEVISION INSPECTION

Television inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by closed circuit color television. Television inspection shall include the following:

- A. Video tapes (post) to be submitted to the Owner before final invoice.
- B. Video tapes to remain property of the Owner; Contractor to retain second copy for his use.
- C. All flows tributary to reach of sewer being inspected are to be completely by-passed around the reach during inspection if necessary and required by Owner.
- D. Post construction video tape upon completion of reconstruction of each reach of sewer with the voice description, as appropriate with stationing of services indicated. Data and stationing to be on video.

E. Should any portion of the inspection tapes be of inadequate quality or coverage, as determined by the Owner the Contractor will have the portion re-inspected and video taped at no additional expense to the Owner.

5-01 CONSTRUCTION METHODS

1. Insertion or launching pits shall only be allowed at locations of existing or proposed manholes, unless otherwise approved by Engineer, to minimize impact of existing trees.
2. Equipment used to perform the work shall be located away from buildings so as not to create a noise impact. Provide silencers or other devices to reduce machine noise as required to meet requirements.
3. The Contractor shall install all pulleys, rollers, bumpers, alignment control devices and other equipment required to protect existing manholes, and to protect the pipe from damage during installation. Lubrication may be used as recommended by the manufacturer. Under no circumstances will the pipe be stressed beyond its elastic limit.
4. The annular space may be sealed. Sealing shall be made with material approved by the Engineer and/or his representative and shall extend a minimum of eight (8) inches into the manhole wall in such a manner as to form a smooth, uniform, watertight joint.
5. FIELD TESTING
 - A. After the existing sewer is completely replaced, internally inspect with television camera and video tape as required. The finished tape shall be continuous over the entire length of the sewer between two manholes and to be free from visual defects.
 - B. Defects which may affect the integrity or strength of the pipe in the opinion of the Engineer shall be repaired or the pipe replaced at the Contractor's expense.

6-01 PIPE JOINING

1. The polyethylene pipe shall be assembled and joined at the site using the thermal butt-fusion method to provide a leak proof joint. Threaded or solvent-cement joints and connections are not permitted. All equipment and procedures used shall be used in strict compliance with the manufacturer's recommendations. Fusing shall be accomplished by personnel certified as fusion technicians by a manufacturer of polyethylene pipe and/or fusing equipment.
2. The butt-fused joint shall be true alignment and shall have uniform roll-back beads resulting from the use of proper temperature and pressure. The joint surfaces shall be smooth. The fused joint shall be watertight and shall have tensile strength equal to that of the pipe. All joints shall be subject to acceptance by the Engineer an/or his representative prior to

insertion. All defective joints shall be cut out and replaced at no cost to the Owner. Any section of the pipe with a gash, blister, abrasion, nick, scar, or other deleterious fault greater in depth than ten percent (10%) of the wall thickness, shall not be used and must be removed from the site. However, a defective area of the pipe may be cut out and the joint fused in accordance with the procedures stated above. In addition, any section of pipe having other defects such as concentrated ridges, discoloration, excessive spot roughness, pitting, variable wall thickness or any other defect of manufacturing or handling as determined by the Engineer and/or his representative shall be discarded and not used.

3. Terminal sections pipe that are joined within the insertion pit shall be connected with a full circle pipe repair clamp. The butt gap between pipe ends shall not exceed one-half (1/2) inch.

7-01 MEASUREMENT AND PAYMENT

1. The inserted pipe shall be paid for per linear foot of the size pipe specified and shall include all pipe bedding, backfill material, annulus sealing material and launching pits. Locating and reconstruction of services and all reconnections of services shall be paid for per each connection made, including fittings and pipe.
2. The work performed as prescribed by this item will be paid at the unit price per linear foot of sanitary sewer by pipe bursting/replacement for the specified pipe diameter and location, per each for "Locate, reconstruct and reconnect" for the specified pipe diameter, which price shall be full compensation for the installation of the new pipe, furnishing and placing of all materials, labor, tools, equipment, cleaning, and preparation of the existing pipe to receive the new liner, and any other necessary to complete the project.
3. Video inspection of final installed pipe shall be considered subsidiary to pipe installation and shall be included in the cost per linear of pipe.

8-01 WARRANTY

All work performed under this Contract shall be warranted to be free from defects in material and workmanship for a period of one year from the date of acceptance. If the Engineer determines that the process has failed during the warranty period, the Contractor will perform any and all repairs at no additional cost to the Owner.