

Bid Proposal, General Conditions, Plans & Technical Specifications
for the:

**Mirando City Water Well Project
Transmission Main
TxCDBG #7219095**

WEBB COUNTY, TEXAS



Webb County Judge
Honorable, Tano E. Tijerina

Commissioner, Pct 1
Jesse Gonzalez

Commissioner, Pct. 2
Rosaura "Wawi" Tijerina

Commissioner, Pct 3
John Galo

Commissioner, Pct. 4
Cindy Liendo



Prepared by:



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BID PROPOSAL

To: Webb County, Texas

Honorable Tano E. Tijerina, County Judge

From: _ Contractor

Address: _____ Phone: _____

_____ Fax: _____

PROJECT: "ITB 2021-004 Mirando City Water Well Project - Transmission Main"

Pursuant to Notice to Bidders, the undersigned bidder hereby proposes to furnish the labor, materials, and equipment in accordance with the plans and specifications, general conditions of the agreement, special provisions of the Agreement, and Addenda, if any. The bidder binds himself upon acceptance of his proposal to execute a contract and bonds accompanying form of performing and completing the said work within the time stated as required by the detailed specifications at the following unit prices. The quantities shown below are based on the Engineer's estimate of quantities and it is agreed that the quantities may be increased or diminished, and may be considered necessary in the opinion of Webb County, Texas to complete the work fully as planned and contemplated, and that all quantities of work, either increased or decreased, are to be performed at the unit prices set forth below (except as provided in the General Conditions of the Agreement or the specifications, the contract documents).

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: _____

Addendum No. 2: _____

Addendum No. 3: _____

Addendum No. 4: _____

Addendum No. 5: _____

A F F I D A V I T

PROJECT: "ITB 2021-004 Mirando City Water Well Project - Transmission Main"

Form of Non-Collusive Affidavit

STATE OF TEXAS {}
COUNTY OF WEBB {}

_____ being first duly sworn, deposes and says

That he is _____
(A Partner or Officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or Person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or of any other Bidder or to fix any overhead, profit or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the Webb County or any person interested in the proposed Contract; and that all statements in said proposal or bid are true.

Signature of

Bidder, if the Bidder is an individual
Partner, if the Bidder is a Partnership
Officer, if the Bidder is a Corporation

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

Notary Public

My Commission expires

**INFORMATION FROM BIDDERS
MUST BE FULLY COMPLETED AND SUBMITTED WITH BID PROPOSAL**

PROJECT: ***"ITB 2021-004 Miranda City Water Well Project - Transmission Main"***

Statement of Qualifications: (Similar **WATER MAIN** Projects Completed by Bidder)

- 1. Name of Project: _____ Date Completed: _____
 Diam x Length: _____ Pipe Material: _____
 Location: _____ Owner Name & Phone: _____
 Value of Contract: _____ Engineer Name & Phone: _____
- 2. Name of Project: _____ Date Completed: _____
 Diam x Length: _____ Pipe Material: _____
 Location: _____ Owner Name & Phone: _____
 Value of Contract: _____ Engineer Name & Phone: _____
- 3. Name of Project: _____ Date Completed: _____
 Diam x Length: _____ Pipe Material: _____
 Location: _____ Owner Name & Phone: _____
 Value of Contract: _____ Engineer Name & Phone: _____
- 4. Name of Project: _____ Date Completed: _____
 Diam x Length: _____ Pipe Material: _____
 Location: _____ Owner Name & Phone: _____
 Value of Contract: _____ Engineer Name & Phone: _____
- 5. Name of Project: _____ Date Completed: _____
 Diam x Length: _____ Pipe Material: _____
 Location: _____ Owner Name & Phone: _____
 Value of Contract: _____ Engineer Name & Phone: _____

Bidders shall verify all References listed above are current Names and direct Phone No.

Financial Status: A confidential financial statement will be submitted by the apparent successful low Bidder if the Owner deems it necessary.

***NOTE: Failure to provide the requested information shall be cause for bid rejection.
"TO BE SUBMITTED UPON REQUEST", etc. is NOT an acceptable answer.***

PROJECT: “ITB 2021-004 Mirando City Water Well Project - Transmission Main”

Subcontractors: (Submit a list of **ALL** proposed Subcontractors. List sources, types and manufacturers of **ALL** proposed construction materials).

Pipeline & Fittings: _____ Firm Written Offer? ___ Yes, ___ No

ALL Others:

List of projects that your business currently has under contract:

<u>Contract Amount</u>	<u>Type of Work</u>	<u>% Complete</u>	<u>Owner Name & Number.</u>

(Attach additional projects on separate sheets)

Data on Equipment to be used on the Work: (Include the number of machines, the type, capacity, age and conditions and location) (Attach separately as required; include subcontractor’s equipment list, if subcontracting major work items)

<u>No.</u>	<u>Type</u>	<u>Model</u>	<u>Age</u>	<u>Condition</u>	<u>Location</u>

NOTE: Failure to provide the requested information shall be cause for bid rejection. “TO BE SUBMITTED UPON REQUEST”, etc. is NOT an acceptable answer.

PROJECT: “ITB 2021-004 Mirando City Water Well Project - Transmission Main”

List the number of years in business under your present business name: _____ years

Have firm offers from suppliers and/or manufacturers been used to determine the unit bid prices for all major items of work listed in your signed Bid Proposal? ____ Yes, ____ No

Have you ever failed to complete any work awarded to you? ____ Yes ____ No; If “Yes” state where and why: _____

Are there any current lawsuits pending against your company related to construction? ____ Yes ____ No; If “Yes” explain: _____

NOTE: Failure to provide the requested information shall be cause for bid rejection. “TO BE SUBMITTED UPON REQUEST”, etc. is NOT an acceptable answer.

BID BOND

PROJECT: "ITB 2021-004 Mirando City Water Well Project - Transmission Main"

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

as Principal, and _____ as Surety, are hereby held
and firmly bound unto _____

as Owner in the penal sum of _____
for payment of which, well and truly to be made, we hereby jointly an severally bid ourselves,
our heirs, executors, administrations, successors and assigns.

Signed, this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the Principal has submitted to
_____ a certain Bid,
attached hereto and hereby made a part hereof to enter into a Contract in writing for the

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set fourth herein.

Principal (L.S.)

Surety

By: _____

INDEPENDENT CONTRACTOR AGREEMENT
“TTB 2021-004 MIRANDO CITY WATER WELL PROJECT -
TRANSMISSION MAIN”

This Agreement is made and entered into by and between **WEBB COUNTY, TEXAS**, a Political Subdivision of the State of Texas (hereinafter “Owner”) and _____, (hereinafter “Contractor”).

For and in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the Parties do hereby agree as follows:

1. DESCRIPTION OF PROJECT: “MIRANDO CITY WATER WELL PROJECT - TRANSMISSION MAIN, Invitation to Bid (ITB#2021-004), Bid Proposal, Plans & Technical Specifications.”

2. PREMISES DEFINED: As used herein, “Premises” is defined as the site where the work specified will be performed which shall be located on lands southeast of Mirando City, west of State Highway 649.

3. SCOPE OF WORK: Contractor agrees to perform the following work for Owner: As set forth in the “**Mirando City Water Well Project - Transmission Main, Invitation to Bid (ITB 2021-004), Bid Proposal, Plans & Technical Specifications.**” document attached hereto and which is hereby incorporated by reference as if fully herein as described on the public notice issued by the County of Webb, Texas. Contractor agrees that all work shall be performed in a good and workmanlike manner.

4. CONTRACT SUM: In exchange for Contractor’s performance of services under this Agreement, Owner shall pay to Contractor the following amount(s): _____ AND 00/100 DOLLARS (\$.00). Disbursements will be made to Contractor in accordance with the Schedule of Values based on percentage of completion agreed to and made by Contractor to Owner, as approved by both **Wayne Nance, P.E./Porras Nance Engineering, the Project Engineer**, and Owner after inspecting the progress of completed work and materials on site at the Premises. Said approvals shall not be unduly withheld or delayed. Said Schedule of Values is attached hereto and incorporated by reference as if fully herein as Exhibit “ ”.

Owner shall make final payment (including the costs and expenses incurred due to change order(s) completed during this project and completion of the Work and the release of each of the 5% retainage that Owner previously retained) to Contractor on the day the Project is completed and approved by **Wayne Nance, P.E./Porras Nance Engineering, the Project Engineer**, or its designated and authorized representative; and **Luis Perez Garcia, Webb County Engineer**, or his designated and authorized representative, on behalf of Owner. Said approvals shall not be unreasonably withheld or delayed.

It is hereby expressly acknowledged, consented and agreed to by Contractor that the final payment due for the services rendered pursuant to this Agreement shall not be issued to Contractor until Contractor has signed and sworn to the Final Bills Paid Affidavit confirming payment to each of its subcontractors, laborers, suppliers, and materialmen in full for all labor and materials to Contractor for or in connection, renovation, or repair of improvements on or

relating to the subject project/property or any portion thereof, pursuant to and in accordance with Sections 53.085 and 53.259 of the Texas Property Code, and that the intentional, knowing, or reckless making of a false or misleading statement in the Affidavit constitutes a criminal offense under said sections cited herein-above and is a Class A Misdemeanor.

5. **RETAINAGE:** OWNER shall withhold from each installment payment to CONTRACTOR a retainage of five percent (5%). The retainage shall be paid to CONTRACTOR upon final completion of the work. Completion of the work shall be considered final upon written approval by OWNER's designated representative.

6. **CHANGE ORDERS** - In the event either party requests a change from the agreed Scope of Work or Quote in this Agreement, a written change order making such a request shall be prepared by Contractor in accordance with the proposed change. If the Owner or Third-Party Inspector ("Inspector") requests a change be executed, Owner or Inspector shall, in a timely manner, inform Contractor (via email) of the request. Contractor shall then prepare a written change order in accordance with said request and submit to Owner for Owner's approval and signature. As soon as Owner signs the change order approving the proposed change, Owner shall submit, via email, the approved/signed order to Contractor. Contractor shall begin performance in accordance with change order only after Contractor receives the written and approved/signed change order. If Contractor requests a change order, Contractor shall prepare a written change order, submit it to Owner for its approval and signature, and the resultant change only will begin on the approved change after Contractor receives the signed change order. Change orders may increase the payment the Owner must pay to Contractor. **IN NO EVENT MAY THE TOTAL COST OF CHANGE ORDERS EXCEED TWENTY-FIVE PERCENT (25%) OF THE TOTAL AMOUNT OF THIS AGREEMENT.**

7. **NOTICES/CONTACT PERSONS:** Any notice of communication required or permitted hereunder shall be sufficiently given if sent via electronic transmission to the contact persons for CONTRACTOR and/or OWNER as follows:

To Contractor at: CONSTRUCTION COMPANY

(956) Ph.

(956) Fax

[EMail](#)

Name, Project Manager

(956)

(956) Cell Ph.

[email](#)

To Owner at: WEBB COUNTY, TEXAS
Luis Perez Garcia, Webb County Engineer
(956) 523-5590
lperezgarcia@webbcountytexas.gov

8. **INCORPORATION OF BID/QUOTE:** The terms, project specifications, requirements and/or any and all conditions contained in the “**Mirando City Water Well Project - Transmission Main, Invitation to Bid (ITB#2019-), Bid Proposal, Plans & Technical Specifications**” are hereby incorporated herein by reference as fully written out as set forth and attached hereto.

9. **DATE OF COMMENCEMENT:** Within FIVE (5) working days of being issued a Notice to Proceed from the County.

10. **SUBSTANTIAL COMPLETION:** Substantial Completion is the stage in the progress of the completion of the work covered by this Agreement where the work at the Premises is sufficiently complete in accordance with the work specified in “**Mirando City Water Well Project - Transmission Main, Invitation to Bid (ITB#2020-), Bid Proposal, Plans & Technical Specifications**” including completion of all post-construction clean-up on and about the Premises, which shall be required to be confirmed in writing as being substantially completed, by the execution and issuance of a Certificate of Substantial Completion that is dated and signed by both the Project Engineer and Owner, so that the Owner (or Owner’s tenant) can occupy and/or utilize the Premises for the intended use.

11. **DATE FOR SUBSTANTIAL COMPLETION:** The date of substantial completion of this construction project shall be **ONE HUNDRED FIFTY (150) DAYS** after the date of commencement of construction as set forth the written and dated notice to proceed issued by Owner to Contractor.

The time set forth in the proposal for the completion of the Work is an essential element of the Agreement. For each working day under the conditions described in the preceding Paragraph that any work shall remain uncompleted after the expiration of the working days specified in the Agreement, together with any additional working days allowed, the amount per day given in the following schedule will be deducted from the money due or to become due the Contractor, not as a penalty but as liquidated damages.

Said Contractor further agrees to begin the work on or before the tenth day following the date set by the Owner written notice to proceed and to complete the work within **ONE HUNDRED FIFTY (150) DAYS**.

The Contractor further agrees to pay, as liquidated damages, the sum of FOUR HUNDRED DOLLARS (\$400.00) for each consecutive working day there-in-after the date of substantial completion, as herein provided above in Section 11.

12. **OWNER’S RIGHT TO TERMINATE:** Owner may terminate this Agreement upon thirty (30) days prior written notice. If Owner terminates this Agreement, then Contractor shall only be paid for the work performed or expenses incurred prior to the receipt of the notice of termination.

13. **INSURANCE: Contractor and Subcontractor Insurance:** The financial integrity of Contractor is of interest to the Owner, therefore, subject to the right of Contractor to maintain reasonable deductibles in such amounts as are approved by the Owner. Contractor shall obtain

and maintain in full force and effect for the entire duration of this agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A or better by A.M. Best Company (Best's Key Rating Guide, current edition and/or as amended) and/or otherwise acceptable to Webb County/Webb County Risk Manager, the following types and amounts:

The Contractor shall not commence work under this Agreement until it has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, or shall the Contractor allow any subcontractor to commence work on its Subcontract until the insurance required of the Subcontractor has been so obtained and approved.

a. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract Workers' Compensation Insurance as required by applicable State or Territorial law for all of his/her 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 Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workers' Compensation Insurance. In the case where any class of employees engaged in hazardous work on the project under this Contract and is not protected under the Workers' Compensation Statute, The Contractor shall provide and shall cause each Subcontractor to provide adequate employee's liability insurance for the protection of such of his/her employee as are not otherwise protected.

b. Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amount of not less than \$1,000,000 for bodily injury, including accidental death, to any one person and an amount not less than \$1,000,000 on account of any one occurrence; Property Damage in the amount not less than \$100,000 per occurrence and \$200,000 aggregate; and Vehicle Liability of \$100,000 for any one person or \$200,000 for each occurrence.

c. The Contractor shall procure and shall maintain during the life of his Contract, insurance in the amounts listed in Subparagraphs a and b.

d. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his/her Subcontractor to procure and shall maintain during the life of his /her Subcontractor, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amount specified in Subparagraph b. above or, (2) insure the activities of his/her Subcontractors in his/her policy specified in Subparagraph b, above.

e. Scope of Insurance and Special Hazards: The insurance required under Subparagraph a and b, above, shall provide adequate protection for the Contractor and his/her Subcontractor's, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by any one directly or indirectly employed by him/her and also against any of the special hazard which may be encountered in the performance of this Contract.

f. Builder's Risk Insurance (Fire and Extended Coverage): The Contractor shall procure and shall maintain during the life of this Contract Builder's Risk Insurance (Fire and Extended Coverage on a 100 percent (100%) completed value basis on the insurable portion of the project. The Owner, the Contractor, and Subcontractor (as their interests may appear), shall be named as the Insured.

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

The Owner, the Contractor, and Subcontractor (as their interests may appear), shall be named as Insureds or Additional Insureds.

h. Webb County, Texas, a political subdivision of the State of Texas shall be named as an additional name insured party with respect to General Liability, Builder's Risk, Fire and/or Automobile Liability. A blanket waiver of subrogation in favor of Webb County, Texas, a political subdivision of the State of Texas shall be contained in the Workers' Compensation, and all liability policies.

14. PAYMENT AND PERFORMANCE BONDS: A performance bond is required for construction work if the contract is in excess of \$100,000 and a payment bond is required if a construction contract is in excess of \$25,000. Contractor shall supply the required bonds to the Webb County Purchasing Director within ten days of execution of this Agreement. Bonds must be issued by companies authorized and admitted to do business in the State of Texas and rated B+ or better by A.M. Best Company (Best's Key Rating Guide, current Edition, and as amended) and/or otherwise acceptable to the Owner. **FAILURE TO PROVIDE SAID BONDS SHALL CONSTITUTE A DEFAULT AND WEBB COUNTY MAY AWARD THE CONTRACT TO THE NEXT LOWEST BIDDER OR RE-ADVERTISE FORBIDS/PROPOSALS.**

15. RELATIONSHIP OF PARTIES: Contractor is engaged under this Agreement as an "INDEPENDENT CONTRACTOR" and not as an agent or employee of Owner. Contractor is not entitled to benefits of any kind to which Owner's employees are entitled, including but not limited to unemployment compensation, workers' compensation, health insurance, or retirement benefits. Contractor assumes full responsibility for payment of all federal, state and local taxes or contributions, including but not limited to, unemployment insurance, social security, Medicare, and income taxes with respect to Contractor and Contractor's employees. This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party has any right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of the other party.

16. SUCCESSORS AND ASSIGNS: This Agreement may not be assigned or subcontracted, in full or in part, by either party without first obtaining written consent of the other party. The

parties shall not be relieved of its full responsibility for completion of work because of subletting of any portion of the work. This Agreement shall be binding upon and shall ensue to the benefit of the parties hereto and their respective successors, transferees, and assigns.

17. INDEMNITY: CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD OWNER HARMLESS FROM ANY AND ALL LOSS, EXPENSE, COST, OR LIABILITY (INCLUDING REASONABLE LEGAL FEES AND EXPENSES), ARISING FROM ANY CLAIM OR CAUSE OF ACTION FOR ANY LOSS OR DAMAGE CAUSED BY OR ARISING FROM THE PERFORMANCE OF CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE CONDUCT OF CONTRACTOR'S EMPLOYEES AND/OR ANY ACTS PERFORMED UNDER THIS CONTRACT AND THAT RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONTRACTOR OR OF ANY PERSON EMPLOYED BY THE CONTRACTOR. IN CASE OF ANY SUCH CLAIM, CONTRACTOR, UPON NOTICE FROM OWNER, COVENANTS TO DEFEND ANY SUCH ACTION OR PROCEEDING. THE CONTRACTOR SHALL ALSO SAVE AND HOLD HARMLESS THE OWNER FROM AND AGAINST ANY AND ALL EXPENSES, COURT COSTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES THAT MIGHT BE INCURRED IN LITIGATION OR OTHERWISE DEFENDING OR PROSECUTING THE CLAIMS.

18. COMPLIANCE WITH LAWS: Contractor agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities, including, but not limited to, those pertaining to safety, and shall obtain all licenses, registrations, or other approvals required in order to fully perform its obligations hereunder. Contractor represents and warrants that all improvements made to the property shall comply with the Americans with Disabilities Act and all other applicable codes, regulations, and laws.

19. SEVERABILITY: Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Texas, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

20. GOVERNING LAW: This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without regard to choice of law rules of any jurisdiction. The parties agree that for any litigation regarding this agreement that venue lies exclusively in Webb County, Texas.

21. DEFAULT AND TERMINATION: In the event either party interferes with the general progress of this Project intentionally, or by negligence, or intentional or negligent delay, the non-defaulting party may complete the same or cause the same to be completed and charge all sums of money so expended for the completion of this Agreement against the defaulting party, and the defaulting party shall reimburse the non-defaulting Party for any loss sustained thereby.

22. ATTORNEY'S FEES: In the event either party breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights

hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees incurred by such other party.

23. ENTIRE AGREEMENT: This Agreement and its Exhibits shall constitute the complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by and between the parties. Any modifications to this Agreement must be in writing and signed by the party sought to be bound.

24. EXHIBITS: The following documents are attached hereto and fully incorporated herein by reference and made a part of this :

1. Mirando City Water Well Project - Transmission Main, Invitation to Bid "**TTB 2021-004, Bid Proposal, Plans & Technical Specifications**".
2. Contractor's Bid Proposal & Schedule (pages ____ to ____, inclusive)
3. Schedule of Values
4. Bid Bond
5. Performance Bond
6. Payment Bond
7. Insurance Coverages, Liability, Worker's Comp., Builder's Risk, etc.
8. General Conditions (pages 1 to , inclusive)
9. Supplementary Conditions (pages 1 to _, inclusive)
10. Specifications as listed in the table of contents of the Project Manual
11. Drawings consisting of sheets with each sheet bearing the following general title: _____
12. Addenda (numbers _____ to _____, inclusive)
13. Contractor's Application for Payment
14. Notice to Proceed
15. Change Order form
16. Work Change Directive form
17. Minor Change in the Work form
18. Request for Information form

19. Form 1295-Texas Ethics Commission Disclosure of Interested Parties

20. Webb County Ethics Policy

25. OMISSIONS: If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any portion of this Agreement shall be omitted here-from, then it is hereby declared that such omission was unintentional and that the omitted element shall be included in order to give meaning, validity, and/or effect to any portion of this Agreement.

26. MATERIALMEN/SUPPLIERS: Contractor within 10 days from the date of the execution of this agreement shall provide an updated and current listing of all Subcontractors and/or Materialmen or Suppliers, and all laborers, used by the Contactor to Webb County and Contractor shall notify the Owner in writing whenever changes occur, and Contractor shall provide the Owner with an updated listing within FIVE (5) working days of upon request for an updated listing. Contractor will immediately notify the Owner in writing of any Subcontractors and/or Materialmen or Suppliers, and all laborers, independent contractors, and/or other such materialmen and/or suppliers services that are discontinued and/or that have been added to their workforce.

27. REQUEST FOR PAYMENT SUBMISSION: All request for payments are to be made payable to Contractor by dated and signed invoice(s). Said invoice and/or request for progress payments shall be submitted in writing to both **Wayne Nance, P.E./Porras Nance Engineering, the Project Engineer**, or its designated and authorized representative; and **Luis Perez Garcia, Webb County Engineer**, or his designated and authorized representative, on behalf of Owner for review and approval of same. Upon review and approval of the request for payment by both **Wayne Nance, P.E./Porras Nance Engineering, the Project Engineer**, and **Luis Perez Garcia, Webb County Engineer**, the Webb County Utilities Director shall then forward the approved request for the payment amount less 5% retainage to the Webb County Business Office to process the progress payment request. Payment will be mailed to Contractor or made available for pick up at the Webb County Business Office.

28. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES: Contractor agrees to comply at all times with all federal, state, county, and/or City of Laredo building, development codes, city building permits, rules, regulations, ordinances and laws, and Contractor shall not permit the Premises or any part thereof to be used for (a) any offensive, noisy, or dangerous activity that would pose a health or safety risk; (b) the creation or maintenance of a public nuisance, (c) anything which is against public regulations or rules of any public authority at any time applicable to the Premises; or (d) any purpose or any manner which will obstruct, interfere with, or infringe on the rights of other tenants or adjoining properties.

29. LEGAL CONSTRUCTION: 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 this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

30. AMENDMENT: No amendment, modification, or alteration of the terms of this Agreement hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by both of the parties hereto.

31. TIME OF ESSENCE: Time is of the essence of this Agreement and each and every covenant, condition, and provision herein contained.

IN WITNESS WHEREOF, the parties aforesaid have duly executed the foregoing instrument, or caused the same to be executed in duplicate originals on this day of , 2019.

CONTRACTOR: **CONSTRUCTION**
Company

By: NAME
Title: Managing Member
Date: September____, 2019

WEBB COUNTY, TEXAS

Tano E. Tijerina
Webb County Judge
Date:

ATTESTED:

Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Nathan Bratton, Director
Webb County Civil Legal Division

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On _____, 2021; Item No.

SECTION A-8
PERFORMANCE BOND

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____ a (2) _____ of hereafter called Principal and (3) _____ of _____, State of _____, hereinafter called the Surety, are held and firmly bound unto (4) _____ of _____ hereinafter called Owner, in the penal sum of _____ (\$ _____) Dollars in lawful money of the United States, to be paid in (5)

WEBB COUNTY, TEXAS

_____ for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain Contract with (6) _____ the Owner, dated the _____ day of _____ a copy of which is hereto attached and made a part hereof for the Construction of:

(hereinafter called the "Work")

These notes refer to the numbers in body of Contract above:

Date of Bond must not be prior to Date of Contract.

(1) Correct name of Contractor.

- (2) A Corporation, or Partnership or an Individual, as case may be.
- (3) Correct name of Surety.
- (4) Correct name of Owner.
- (5) County and State.
- (6) Owner.

NOW THEREFORE, if the Principals shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie WEBB County, State of Texas, and that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under or the Specifications accompanying the same shall in any wise 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.

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

ATTEST:

(Principal) Secretary

PRINCIPAL

By: _____

(SEAL)

Address (State and Zip Code)

Witness as to Principal

Telephone Number

Address (State and Zip Code)

ATTEST:

Secretary

(SEAL)

(Surety) Secretary

(SEAL)

Witness as to Surety

Address (State and Zip Code)

SURETY: (Surety)

By: _____

Address (State and Zip Code)

Telephone No. (Area Code)

PAYMENT BOND

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}
COUNTY OF {}

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
_____(2) _____
of _____ hereinafter called Principal and (3) _____
of _____, State of _____, hereinafter called
the Surety, are held and firmly bound unto (4) _____ of
_____ hereinafter called Owner, and unto all Persons,
Firms, and Corporations who may furnish materials for, or perform labor upon the building or
improvements hereinafter referred to in the penal sum of _____
_____ (\$ _____) Dollars in
lawful money of the United States, to be paid in (5) WEBB COUNTY, TEXAS for the payment
of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators
and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that Whereas, the Principal entered into a
certain Contract with (6) _____ the
Owner, dated the _____ day of _____ a copy of
which is hereto attached and made a part hereof for the construction of:

(hereinafter called the "Work")

These footnotes refer to the numbers in body of contract above:

Date of Bond must not be prior to Date of Contract.

- (1) Correct name of Contractor.
- (2) A Corporation, or Partnership or an Individual, as case may be.
- (3) Correct name of Surety.
- (4) Correct name of Owner.
- (5) County and State.
- (6) Owner.

NOW THEREFORE, if the Principals shall well, truly and faithfully perform the work in accordance with the Plans, Specifications and Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

This Bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the Bond as provided in Section 2253.073, Texas Government Code.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, venue shall lie WEBB County, State of Texas, and that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

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

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

ATTEST:

(Principal) Secretary

PRINCIPAL

By: _____

(SEAL)

Address (State and Zip Code)

Witness as to Principal

Telephone Number

(SEAL)

Surety

ATTEST:

(Surety Secretary)

By: _____

(SEAL)

Address (State and Zip Code)

Telephone Number

NOTE: If Contractor is Partnership, all Partners should execute Bond.

PERFORMANCE - PAYMENT BOND FORM

M-24, 25, Attach. Sa

_____ (SEAL)

Individual Principal

Address (State and Zip Code)

Business - Address

Telephone Number (Area Code)

Telephone Number (Area Code)

ATTEST:

Corporate Principal

(State and Zip Code)

Business Address Name

Telephone Number (Area Code)

Address (State and Zip Code)

(Affix Corporate Seal)

ATTEST:

By: _____

Address (State and Zip Code)

Corporate Surety

Business Address

(Affix Corporate Seal)

Telephone:

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 thereof is genuine; and that said Bond was duly signed, sealed, an attested for and
in behalf of said Corporation by authority of its governing body.

Title

Date:

(Affix Corporate Seal)

Telephone No.

The rate of premium on this Bond is _____ per thousand. Total of premium charge
\$ _____

NOTE: The above must be filled in by Corporate Surety. Power-of-Attorney of person signed for
Surety company must be attached.

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her Sub-Contract until the insurance required of the Subcontractor has been so obtained and approved.

- a. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable State or Territorial law for all of his/her 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 Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In the case where any class of employees engaged in hazardous work on the project under this Contract and is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employee's liability insurance for the protection of such of his/her employee as are not otherwise protected.
- b. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of his Contract: Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amount of not less than \$1,000,000 for bodily injury, including accidental death, to any one person and an amount not less than \$1,000,000 on account of any one occurrence: Property Damage in the amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate; and Vehicle Liability of \$1,000,000 for any one person or \$1,000,000 for each occurrence.
- c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his/her Subcontractor to procure and shall maintain during the life of his/her Subcontractor, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amount specified in Subparagraph b. above or, (2) insure the activities of his/her Subcontractors in his/her policy specified in Subparagraph b. above.
- d. Scope of Insurance and Special Hazards: The insurance required under Subparagraph b. and c. above shall provide adequate protection for the Contractor and his/her Subcontractor's, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by any one directly or indirectly employed by him/her and also against any of the special hazard which may be encountered in the performance of this Contract.
- e. Builder's Risk Insurance (Fire and Extended Coverage): Unless otherwise provided by the Owner, the Contractor shall procure and shall maintain during the life of this Contract Builder's Risk Insurance (Fire and Extended Coverage on a 100 percent (100%) completed value basis on the insurable portion of the project. The Owner, the Contractor, and Subcontractor (as their interests may appear), shall be named as the Insured.
- f. Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates 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."

CERTIFICATE OF INSURANCE

To: Webb County
Owner

Date: _____

Attn: Joe Lopez, Webb County Purchasing Director
1110 Washington St.
Laredo, Texas 78040.

Project: **“ITB 2021-004 Mirando City Water Well Project - Transmission Main”**

This is to certify that _____

Name and Address of Insured and telephone number

is at the date of this certificate, insured by this Company with respect to the business operations hereinafter described for the types of insurance and in accordance with the provisions of the standard policies used by this company, and further, hereinafter described. Exceptions to standard policies used by this company, and further, hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

(Insurance Company shall be Rated A- or better by A.M. Key Best Rating Guide)

Policy No. _____ Effective _____

Expires: _____

Limits of availability: _____

Workman’s Compensation: _____

Public Liability: _____ 1 Person: \$ _____
1 Accident: \$ _____

Contingent Liability: _____

Property Damage: _____

Builder’s Risk: _____

Automobile: _____

Other: _____

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The foregoing policies (do) (do not) cover all subcontractors

Locations covered: _____

Descriptions of Operations covered: _____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

WITNESS:

Contractor/Firm (Typed)

Name

Signature

Address

Signature (Typed)

Title: _____

Address

City/State/Zip Code

Telephone Number

Fax Number

NOTICE:

All persons providing services on this construction project shall abide by new rule 110.110 to the TEXAS LABOR CODE concerning workman's compensation insurance coverage.

This rule is applicable for building or construction contracts advertised for bid by a governmental entity on or after September 1, 1994.

(copy of rule 110.110 is attached)

Rule 110.110 Reporting Requirements for Building or Construction Projects for Governmental Entities

- (a) The following words and terms, when used in this rule, shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.
- (1) Certificate of coverage (“certificate”). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers’ compensation insurance coverage for the person’s or entity’s employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
 - (2) Building or construction - Has the meaning defined in the Texas Labor Code, §406.096(e)(1).
 - (3) Contractor - A person bidding for or awarded a building or construction project by a governmental entity.
 - (4) Coverage - Workers’ compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
 - (5) Coverage agreement - A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers’ Compensation Commission which establishes a relationship between the parties for purposes of the Workers’ Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G as one of employer/employee and establishes who will be responsible for providing workers’ compensation coverage for persons providing services on the project.
 - (6) Duration of the project - Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by the governmental entity.
 - (7) Persons providing services on the project (“subcontractor” in §406.096 of the Act) - 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 contracted directly with the contractor and regardless of whether that person has employees. This includes but is not limited to independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the project. “Services includes but is not limited to 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 foot/beverage vendors, office supply deliveries, and delivery of portable toilets.
 - (8) Project - Includes the provision of all services related to a building or construction contract for a governmental entity.

- (b) Providing or causing to be provided a certificate of coverage pursuant to this rule is representation by the insured that all employees of the insured who are providing services on the project are covered by workers' compensation coverage, that the coverage is based on proper reporting of classification codes and payroll amounts, and that all coverage agreements have been 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 certificates of coverage, or failing to provide or maintain required coverage, or failing to report any change that materially affects the provision of coverage may subject the contractor or other person providing services on the project to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (c) A governmental entity that enters into a building or construction contract on a project shall:
- (1) include in the bid specifications, all the provisions of subsection (d) of this rule, using the language required by paragraph (7) of this subsection;
 - (2) as part of the contract, using the language required by paragraph (7) of this subsection, require the contractor to perform as required in subsection (d) of this rule;
 - (3) obtain from the contractor a certificate of coverage for each person providing services of the project, prior to that person beginning work on the project;
 - (4) obtain from the contractor a new certificate of coverage showing extension of coverage:
 - (A) before the end of the current coverage period, if the contractor's current certificate of coverage shows that the coverage period ends during the duration of the project; and
 - (B) no later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project;
 - (5) retain certificates of coverage on file for the duration of the project and for three years thereafter;
 - (6) provide a copy of the certificates of coverage to the commission upon request and to any person entitled to them by law; and
 - (7) use the following language for bid specifications and contracts, 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:

Workers' Compensation Insurance Coverage.

A. Definitions:

Certificate of coverage ("certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or

Division A:
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TWCC-84), showing statutory workers' 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 ("subcontractor" in §406.096) - 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 contracted directly with the contractor and 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 services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which 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.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. 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.

E. 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 certificates of coverage showing coverage for all persons providing services on the project; and
- (2) no later than seven 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.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

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

H. 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

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Certificate of Insurance

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they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. 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 agreements, which 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 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 by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of 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.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

(d) A contractor shall:

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- (4) obtain from each person providing services on a project, and provide to the governmental entity:
 - (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (B) no later than seven 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;
- (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 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

REQUIRED WORKERS' COMPENSATION COVERAGE

“The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials or providing labor or transportation of other services related to the project, regardless of the identity of their employer or status as an employee.”

“Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage.”
and

- (8) contractually require each person with whom it contracts to provide services on a project, to:
- (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
 - (C) include in all contracts to provide services on the project the language in subsection (e)(3) of this rule;
 - (D) 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;
 - (E) obtain from each other person with whom it contracts, and provide to the contractor:
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (G) notify the governmental entity in writing by certified mail or personal delivery, within 10 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

(H) contractually require each other person with whom it contracts, to perform as required by paragraphs (A) - (H), with the certificate of coverage to be provided to the person for whom they are providing services.

(e) A person providing services on a project, other than a contractor, shall:

(1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

(2) provide a certificate of coverage as required by its contract to provide services on the project, prior to beginning work on the project;

(3) have the following language in its contract to provide services on the project:

“By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers’ compensations 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.”

(4) provide the person for whom it is providing services on the project, prior to the end of the coverage period shown on its current certificate of coverage, a new certificate showing extension of coverage, if the coverage period shown on the certificate of coverage ends during the duration of the project;

(5) obtain from each person providing services on a project under contract to it, and provide as required by its contract:

(A) a certificate of coverage, prior to the other person beginning work on the project; and

(B) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(6) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(7) notify the governmental entity in writing by certified mail or personal delivery, of any change that materially affects the provision of coverage of any person providing services on the project and send the notice within 10 days after the person knew or should have known of the change; and

- (8) contractually require each other person with whom it contracts to:
- (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (B) provide a certificate of coverage to it prior to that other person beginning work on the project;
 - (C) include in all contracts to provide services on the project the language in subsection (e)(3) of this rule;
 - (D) provide, prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (E) obtain from each other person under contract to it to provide services on the project, and provide as required by its contract;
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the contract;
 - (F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (G) notify the governmental entity in writing by certified mail or personal delivery, within 10 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
 - (H) contractually require each person with whom it contracts, to perform as required by paragraphs (A) - (H), with the certificate of coverage to be provided to the person for whom they are providing services.
- (f) If any provision of this rule or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this rule that can be given effect without the invalid provision or application, and to this end the provisions of this rule are declared to be severable.
- (g) This rule is applicable for building or construction contracts advertised for bid by a governmental entity on or after September 1, 1994.

**WEBB COUNTY PURCHASING DEPARTMENT
1110 WASHINGTON STREET, SUITE 101
LAREDO, TEXAS 78040
(956) 523-4125 - MAIN LINE
(956) 523-5010 – FAX**



****NOTICE OF AWARD****

Owner Name _____ Date _____
Company Name _____
Street Address _____
City, State, Zip Code _____
Phone Number _____

Solicitation No: ITB 2021-004

Project Name: Mirando City Water Well Transmission Main TxCDBG Contract No. 7219095

Issued Date:

Closed Date:

I am pleased to inform you that _____ has been awarded for the above mentioned project on the formal bid submitted by your company on January __, 2021 in the amount of \$ _____ for the install of twenty-one thousand one hundred twenty linear feet (21,120 LF) of six-inch (6”) distribution transmission line. The award was approved by the Webb County Commissioners Court during the regular scheduled meeting dated January __, 2021, item __.

Please be advised that this Notice of Award letter should not be construed as authorization from Webb County to begin any work detailed within the solicitation package including any plans or specifications published with said solicitation project named above. _____ should contact our Civil Legal Department to start the process of providing required insurance and bonding documentation in order to proceed with the execution of the construction contract between Webb County and _____. Upon completion of securing all required legal documents and authorized signatures between both parties, a Notice-to-Proceed Letter will be issued to your company by our Civil Legal Department prior to commencing any work related to this award. *No work will be authorized for payment prior to the formal Notice to Proceed notification by our Civil Legal department.*

At your earliest convenience, please contact our Civil legal department so the process of negotiating a final price and associated terms and conditions of the construction contract can be initiated. The Webb County Civil Legal department’s main number is (956) 523-4615 or you may email Ms. Nohely Flores, Legal Coordinator at nflores@webbcountytexas.gov

Award Letter to _____
Ref: ITB 2021-00_ Mirando City Water Well Transmission Main
Page 2 of 2

Once a fully executed contract is finalized, I will issue a Purchase order for the final awarded sum for your records; please ensure that the Purchase Order number is reflected on ALL payment applications as you bill the County. Billing instructions are listed on the Purchase Order document for your reference. Should you have any questions regarding this Notice of Award, feel free to contact me at (956) 523-4125 or email me at joel@webbcountytx.gov

Congratulations on your award and we look forward to the successful completion of this project.

Respectfully,

Jose Angel Lopez III, CTPM
Webb County Purchasing Agent

NOTICE TO PROCEED

Date: _____

To: _____

Project: “Mirando City Water Well Project - Transmission Main”

In accordance with the construction contract dated _____ you are hereby notified to commence work on _____. Contract time is:

One Hundred Fifty (150) calendar days.

WEBB COUNTY ENGINEERING DEPT.

Luis Perez Garcia, PE, CFM
County Engineer

The above NOTICE TO PROCEED is hereby acknowledged by

on this the _____ day of _____.

Authorized Signature

Typed Name:

Title: _____

CERTIFICATE OF OWNER’S ATTORNEY

Project Description: “Mirando City Water Well Project - Transmission Main”

Awarded by the County Commissioner’s Court: Pursuant to the Invitation for Bids (ITB _____), the undersigned, Nathan R. Bratton, Director, Webb County Civil Legal Division, the duly authorized and acting legal representative of WEBB COUNTY, does hereby certify as follows:

I have examined the attached Contract(s) and Surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid Agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said Agreements on behalf of the respective parties named thereon; and that the foregoing Agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Date: _____

Nathan R. Bratton
Webb County Civil Legal Division-Director

*By law this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioner’s Court on October _____, Item No. _____.

**DIVISION B
SECTION 1**

CONTRACT TIME & LIQUIDATED DAMAGES

PROJECT: “Mirando City Water Well Project - Transmission Main”

The Contract Performance for this project shall be **150 calendar days** as defined in the Specifications under General Conditions, Division C, Section 1.

The time set forth in the proposal for the completion of the work is an essential element of the Contract. For each day under the conditions described in the preceding Paragraph that any work shall remain uncompleted after the expiration of the days specified in the Contract, together with any additional days allowed, the amount of liquidated damages per day given in the following schedule will be deducted from the money due or to become due the Contractor, as a penalty for late completion of the specified work.

FOR AMOUNT OF CONTRACT		
From More Than	To and Including	Amount of Liquidated Damages Per Working Days
\$0	\$100,000	\$200
100,000	500,000	400
500,000	1,000,000	550
1,000,000	2,000,000	700
2,000,000	5,000,000	850
5,000,000	10,000,000	1,200
10,000,000	15,000,000	1,500
15,000,000	20,000,000	1,700
20,000,000	Over 20,000,000	2,500

DIVISION B
SECTION 2
EQUAL OPPORTUNITY CLAUSE

PROJECT: “Mirando City Water Well Project - Transmission Main”

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or natural origin. The Contractor will take Affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or natural origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Contractor’s commitments under Section 202 of Executive Order No. 11246, as amended (3CFR 169 (1974) and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor’s noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in

accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoke as provided in Executive Order No. 11246, as amended or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the Provisions of Paragraph 1 through 7 in every Subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each Subcontractor or Vendor. The Contractor will take such action with respect to any Subcontract or Purchase Order, as the contracting may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

Equal Opportunity Guidelines for Construction Contractors

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

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

policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.

9. Are any in-service training programs provided for staff to update the EEO policy?

At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. What recruitment efforts are made for Section 3 residents, minorities and women?

The construction contractor must notify, both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

11. Are any measures taken to encourage promotions for minorities and women?

Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

12. What efforts are taken to insure that personnel policies are in accordance with the EEO policy?

Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.

13. Can women be excluded from utilizing any facilities available to men?

No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.

14. What efforts should be utilized to include minority and female contractors and suppliers?

Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.

15. If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?

No, the construction contractor is responsible for its own compliance.

16. Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?

No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

17. What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?

The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

**DIVISION B
SECTION 3
WAGE DETERMINATION**

REQUIRED CONTRACT PROVISIONS

Italics – Explanatory; not contract language

2 CFR § 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
None	(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City's/County's TxCDBG contract with TDA.	2 CFR 200.336 (former 24 CFR 85.36(i)(10))
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i)(11))
>\$10,000	(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
>\$50,000	(A) Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)

Option Contract Language for Procurement before Grant Funds Awarded	Payment of the fees [described in ____ section] shall be contingent on CDBG funding. In the event that grant funds are not awarded to the City / County by TDA through the TxCDBG program, this agreement shall be terminated by the City / County.	2 CFR 200.319(a)
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Construction Contracts

THRESHOLD	PROVISION	CITATION
<p>>\$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >\$100,000 for Contract Work Hours and Safety Standards Act</p>	<p><i>HUD 4010 Federal labor standards provisions include:</i></p> <ol style="list-style-type: none"> 1. <i>Davis Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by DOL regulations (29 CFR part 5);</i> 2. <i>Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and</i> 3. <i>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.)</i> <p><i>See HUD 4010 contract language in Appendix F. Inclusion of this language into the construction contract satisfies contract requirements of the separate acts noted.</i></p>	
<p>>\$2,000 (Satisfied with inclusion of HUD 4010)</p>	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	<p>provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
<p>>\$10,000</p>	<p><i>(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts > \$10,000:</i></p> <p>§60-1.4(b) Equal opportunity clause.</p> <p><i>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p> <p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</i></p>	<p>2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)</p>

	<p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p>	
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	<p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or</p>	
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	<p>subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By</p>	
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	<p>operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
Purchase price > \$10,000	<p>Per 2 CFR 200.322, Procurement of Recovered Materials, Grantees, subgrantees, and their contractors must comply with section 6002 of the Solid Waste Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p>	<p>2 CFR 200 APPENDIX II (J) and 2 CFR 200.322</p>
≥\$100,000	<p>(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>
>\$100,000	<p>(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all</p>	<p>2 CFR 200 APPENDIX II (E)</p>

<p>(Satisfied with inclusion of HUD 4010)</p>	<p>contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	
<p>>\$100,000 for contracts (And federal assistance >\$200,000)</p>	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both</p>	<p>24 CFR §135.38</p>

	<p>employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
>\$150,000	(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the	2 CFR 200

	<p>Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	APPENDIX II (G)
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"General Decision Number: TX20200003 01/03/2020

Superseded General Decision Number: TX20190003

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020

* SUTX2011-003 08/02/2011

Rates	Fringes
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CEMENT MASON/CONCRETE	
FINISHER (Paving & Structures)...	\$ 12.46

FORM BUILDER/FORM SETTER
(Structures).....\$ 12.30

FORM SETTER (Paving & Curb).....\$ 12.16

LABORER

Asphalt Raker.....\$ 10.61
Flagger.....\$ 9.10
Laborer, Common.....\$ 9.86
Laborer, Utility.....\$ 11.53
Pipelayer.....\$ 11.87
Work Zone Barricade
Servicer.....\$ 12.88

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....\$ 13.48
Asphalt Paving Machine.....\$ 12.25
Broom or Sweeper.....\$ 10.33
Crane, Lattice Boom 80
Tons or Less.....\$ 14.39
Crawler Tractor.....\$ 16.63
Excavator, 50,000 lbs or
less.....\$ 12.56
Excavator, over 50,000 lbs..\$ 15.23
Foundation Drill, Truck
Mounted.....\$ 16.86
Front End Loader Operator,
Over 3 CY.....\$ 13.69
Front End Loader, 3 CY or
less.....\$ 13.49
Loader/Backhoe.....\$ 12.77
Mechanic.....\$ 15.47
Milling Machine.....\$ 14.64
Motor Grader Operator,
Rough.....\$ 14.62
Motor Grader, Fine Grade....\$ 16.52
Scraper.....\$ 11.07

Servicer.....\$ 12.34

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

TRUCK DRIVER

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

WELDER.....\$ 14.02

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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END OF GENERAL DECISION

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**DIVISION B
SECTION 4
INSPECTION BY COUNTY**

PROJECT: “Mirando City Water Well Project - Transmission Main”

The work covered by these Specifications shall at all times be subject to inspection by the Webb County (County) authorized inspectors.

The Contractor shall furnish the County Inspector with every reasonable facility for ascertaining whether the work performed is substandard and deviates from the requirements of the plans and specifications. The County Inspector shall have the authority to halt the construction of any portion of the work not meeting requirements until such time as said work has been corrected to the satisfaction of the Inspector and the Engineer.

County’s normal working hours are Monday through Friday, **not including Saturdays, Sundays, or legal holidays observed by the County** from 8:00 A.M. to 5:00 P.M. The contractor shall notify the County at least twenty-four (24) hours in advance for any work that is to be scheduled beyond the limits of the County’s working hours, and the Contractor shall not begin any such work scheduled unless proper inspection and/or testing has been pre-arranged with the County, with the cost for such inspection beyond the County’s working hours borne by the Contractor. One (1) extra hour for arrival and one (1) hour for departure will be added to the actual, on site hours calculated for overtime inspection services.

PROJECT SIGN

The general contractor shall erect one (1) sign, unless otherwise noted by the County Engineer, at the project site identifying the project

The project signs shall be substantially in accordance with the drawing printed on the following page and shall be made from ¾ inch plywood, placed in a prominent location and maintained in good condition until completion of the project.

THE CONTRACTOR SHALL REMOVE AND DISPOSE OF THE PROJECT

CONSTRUCTION SIGN WHEN THE WORK HAS BEEN COMPLETED



WEBB COUNTY, TEXAS
TEXAS COMMUNITY DEVELOPMENT PROGRAM #7219095
MIRANDO CITY WATER WELL PROJECT
TRANSMISSION MAIN
TxCDBG #7219095

Honorable Tano Tijerina, Webb County Judge

Jesse Gonzalez
Commissioner, Precinct 1
John Galo
Commissioner, Precinct 3

Rosauri "Wawi" Tijerina
Commissioner, Precinct 2
Cindy Liendo
Commissioner, Precinct 4

This project is funded by the Texas Department of Agriculture with funds allocated by the U.S. Department of Housing and Urban Development through the Community Development Block Grant Program

Porras Nance Engineering
304 E. Calton,
Laredo, Texas 78041
(956) 724-3097
(956) 724-9208

Contractor's Name
Address
City, State, Zip Code
Telephone Number
Fax Number

NOTE:

1. Fasteners are to be No. 10 x 3 ½" flathead wood screws.
2. Mount ¼ round with 4PB finish nails every 8".
3. Paint – White background with black letters and blue borders.
4. Locate bottom of sign post 2' – 3' below ground.
5. Signs are to be installed in ground on 4" x 4" posts. Post height shall be 9' above ground level.
6. Sign panel shall be ¾" x 4' x 8' exterior grade plywood.
7. Sign shown above shall be front and back (TYP.)
8. Sign shall have 2"x4" top and bottom bracing.

CONTRACTOR TO REMOVE SIGNS UPON COMPLETION OF PROJECT

Applicability

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

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

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

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

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

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

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

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

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

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

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

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

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

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmissions. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U. S. C. 1001. Additionally, U. S. Criminal Code, Section 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. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

(2) Violation; Liability for unpaid wages; Liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in 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 or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally- assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

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

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

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

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

DIVISION C – GENERAL CONDITIONS

DEFINITION OF TERMS

C-1.01 DEFINITION OF TERMS:

Whenever the terms defined herein occur on the Plans, in any other documents or instrument herein contemplated or to which the Specifications apply, the intent and meaning shall be as follows:

C-1.02 OWNER: (Or Party of the First Party):

The individual, firm corporation or the political subdivision for whom the facilities covered by these Plans and Specifications are to be constructed.

C-1.03 CONTRACTOR: (Or Party of the Second Part):

The individual, firm or corporation with whom the Contract is made by the Owner.

C-1.04 COUNTY ENGINEER:

County Engineer employed by the Owner, or such other Engineer, or Supervisor authorized by the County Engineer or the Owner to act on their behalf. The decisions by the County Engineer are final.

C-1.05 ENGINEER:

Licensed Engineer Consultant selected and assigned by the Owner, and authorized by the County Engineer or the Owner to act on their behalf.

C-1.06 BIDDER:

An individual, firm or corporation submitting a proposal.

C-1.07 SUPERINTENDENT:

An authorized representative of the Contractor.

C-1.08 INSPECTOR:

An authorized representative of the Owner and Engineer

C-1.09 LABORATORY:

A testing laboratory approved by the Owner and Engineer.

C-1.10 CONTRACT:

The Agreement between the Owner and the Contractor covering the furnishing of all materials and labor necessary to complete the work and consisting of the Plans and Specifications, together with such supplemental agreements as may be made from time to time.

C-1.11 WORKING DAY:

A "Working Day" is defined as any day not including Saturdays, Sundays, or any legal holidays, observed by the Webb County, in which weather or other conditions, not under the control of the Contractor, will permit construction of the principal units of work for a continuous period of not less than seven (7) hours. If the contractor opts to work on Saturday, Sunday, or legal holiday requiring construction inspection, said days are considered working days and charged to the contract time, **and the cost for such inspection borne by the contractor.**

C-1.12 WORK:

All structures, services, machinery, equipment, or other facilities that are described in the Plans and Specifications together with such additions or modifications as may be ordered by the Owner from time to time.

C-1.13 WORK, ORDER, OR NOTICE TO PROCEED:

A document authorized by the Owner and issued by the County Engineer directing the Contractor to proceed on all or part of the work and a specified date.

C-1.14 CHANGE ORDER:

A supplemental agreement adding to or modifying the Contract, including such additional Plans and Specifications as necessary to properly describe the required change.

C-1.15 SURETY:

The corporate body which is bound with the Contractor for the faithful performance of the work covered by the Contract.

C-1.16 PLANS:

The drawings published by the Engineer showing the locations, character, dimensions and details of the work which are part of the Contract.

C-1.17 SPECIFICATIONS:

The directions, provisions and requirements contained herein pertaining to the method and manner of performing the work, or to the quantities, or to the qualities of materials to be furnished under the Contract. The term “Specifications” shall be deemed to include the Contract Documents, the Special Provisions, the General Provision, and the Technical Provisions as contained herein, together with all supplemental agreements and change orders. Specifications are part of the Contract. Plans take precedence over Specifications if in conflict.

C-1.18 CALENDAR DAYS:

A “Calendar Day” is defined as any day of the week inclusive of Saturdays, Sundays, and legal holidays.

C-1.19 INSPECTION:

The periodic on site review of the progress of project construction, may be referred to as progress, pre-final, or final inspection, but in each case of inspection a “punch-list” of items requiring varying degrees of further work is prepared.

C-1.20 PROJECT ACCEPTANCE:

Condition resulting when all items of construction are complete, inspected for completion by inspector and engineering staff and approved by County Commissioner’s Court.

Note: Items of construction may be approved by inspector and engineering staff as constructed in place for contractor progress payment purposes, but final acceptance of project is by County Commissioner’s Court action.

DEFINITION OF ABBREVIATIONS

C-2.01 DEFINITION OF ABBREVIATIONS:

Whenever the abbreviations defined herein occur on the Plans, in the Specifications, Contract, Bond, advertisement, Proposal, or in any other Instrument herein contemplated or to which the Specifications apply or may apply, the intent and meaning shall be as follows:

A.S.H.O	American Association of State Highways Official
HP	Horsepower
K.W.	Kilowatt
Am. or Amp.	Ampere
KVA	Kilovolt
A.S.T.M.	American Society for Testing Materials
In. or "	Inch or Inches
Lin.	Linear
Asph.	Asphalt
Lb. or #	Pound
Ave.	Avenue
A.W.W.A.	American Waterworks Association
Max.	Maximum
Min.	Minimum
MH	Manhole
I.P.	Iron Pin
B & S.	Bell and Spigot
Mono.	Monolithic
Blvd.	Boulevard
No.	Number
B.T.U.	British Thermal Unit
%	Percent
B.M.	Bench Mark
PL	Property Line
C.I.	Cast Iron
R.	Radius
C.C.C.	Center to Center
Rein.	Reinforced or reinforcing
C/G	Curb & Gutter
C.L.	Center Line
V.G.	Valley Gutter
Con. or Conc.	Concrete
Rem.	Remove
C.S.P.	Concrete Sewer Pipe
Rep.	Replace
C.M.	Circular Mil

R.C.S.D.P.	Reinforced Concrete Storm Drain Pipe
C.F.M.	Cubic Feet per Minute
C.O.	Cleanout
R.P.M.	Revolutions per minute
Cond.	Conduit Minute
Corr.	Corrugated
ROW or R of W	Right of Way
Cu.	Cubic
Vol.	Volume
Culv.	Culvert
S.S.	Sanitary Sewer
Dia.	Diameter
S.D.	Storm Drain
D.S.	Double Strength
Sq.	Square
Dr.	Driveway
Std.	Standard
Elev. or El.	Elevation
T.H.D.	Texas Highway Department
F.	Fahrenheit
V.C.P.	Vitrified Clay Pipe
Ft. or '	Foot or Feet
V	Volt
Gal.	Gallon
Yd.	Yard
S.O.P .	Secretaria de Obras Publicas (Mexican Secretaries of Public Works)
Tex. D.O.T., or TxDOT	Texas Department of Transportation

INSTRUCTION TO BIDDERS

C-3.01 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK:

Submission of a Proposal shall constitute prima facie evidence that the Bidder has carefully examined the site of the proposed work, the Proposal, Contract Forms, Plans and Specifications, and has satisfied himself as to the character, quality, and quantity of work to be performed, materials to be furnished, and as to the requirements of these Specifications, Special Provisions, and Contract.

Any information on the Plans or in the Specifications as to the soil, or material borings, or tests of existing materials, or location of existing utilities is for the convenience of the Bidder. The accuracy of the information is not guaranteed, and no claims for extra work or damages will be considered if it is found during construction that the actual conditions or locations vary from those indicated on the Plans or in the Specifications.

C-3.02 INTERPRETATION OF ESTIMATES:

Any estimate of quantities of work to be done and materials to be furnished in the proposal or on the Plans is given only as a basis of comparison of Proposals and the Award of the Contract. Such estimate is the result of careful calculation and is believed to be correct, but the Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities, or of the character, location or other conditions pertaining to the work. Payment to the Contractor under unit price contracts will be made only for the actual quantities of work performed or materials furnished in accordance with the Plans and Specifications, and it is understood that the quantities may be increased or diminished as hereinafter provided without in any way invalidating the unit bid prices.

C-3.03 PREPARATION OF PROPOSAL:

The Bidder shall submit his proposal on the forms furnished by the Owner. All blank space in the proposal form shall be filled in for each and every item for which quantity is given, and the Bidder shall state the price (typed, or written in ink, both in words and numerals for which he proposed to do each item of work. In case of conflict between words and numerals, the words will govern.

The Proposal shall be signed in ink by the person or persons making, or authorized to make the bid. If the Proposal is offered by an individual, his name and post office address shall be given. If the proposal is offered by a firm or partnership, the name and post office address of each member of the firm or partnership shall be given. If the Proposal is offered by a corporation, the name

and title of the person signing the Proposal, and the post office address of the corporation shall be given.

Any person signing a Proposal as agent must file with the Owner legal evidence that he has the authority to do so, and that the signature is binding upon the firm or corporation.

C-3.04 REJECTION OF PROPOSAL:

A Proposal showing any alterations or of words or figures, erasures, additions not called for, alternate bids not called for, incomplete bids, condition bids, or proposals not accompanied by proposal guaranty as required, will be considered as an irregular, non-responsive bid and may be rejected. The Owner reserves the right to waive technicalities as to changes, alterations, or reservations, and to make the award to the best interest of the Owner.

C-3.05 PROPOSAL GUARANTY:

Each Proposal shall be accompanied a certified check, cashier's check or bid bond in the amount of five (5%) percent of the total amount bid. Checks shall be made payable unconditionally to the Owner.

C-3.06 DELIVERY OF PROPOSAL:

Each Proposal must be an original and must be sealed, together with the proposal guaranty, in an envelope plainly marked with the name of the project as shown on the Notice to Bidders, and the name and address of the Bidder. When submitted by mail, this envelope shall be placed in another envelope addressed as indicated in the Notice to Bidders.

Only those proposals actually in the hands of the designated official at the time set in the Notice to Bidders shall be considered. Proposals submitted by telephone, telegraph or fax, will **NOT** be considered.

C-3.07 WITHDRAWAL OF PROPOSAL:

A Bidder may withdraw his proposal provided he submits to the official designated to receive bids his request in writing to do so prior to the time set for opening of proposals.

C-3.08 PUBLIC OPENING OF PROPOSALS:

Proposals will be publicly opened and read aloud at the time and place set in the Notice to Bidders.

C-3.09 COMPETENCY OF BIDDERS:

Before any Contract is awarded, the Owner may require the Bidder to furnish a complete statement of his financial resources. His experience in similar work, his equipment available for the work proposed, or any other information necessary to establish his competency and reliability as a Contractor.

C-3.10 DISQUALIFICATION OF BIDDER:

Any of the following causes may be considered as sufficient for the disqualification of the Bidder and the rejection of his Proposal:

More than one proposal for the same work from an individual or corporation under the same or different name.

Evidence of collusion among Bidders.

An unbalanced Proposal.

Failure to submit a unit price for each item of work shown on the Proposal.

Lack of competency as revealed by the financial statement, experience record, or plant and equipment statement furnished.

Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

Uncompleted work which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded.

Being in arrears on existing Contracts.

Having defaulted on a previous Contract.

C-3.11 MATERIALS GUARANTY:

Before any Contract is awarded, the Owner may require the Bidder to furnish a complete statement of the origin, composition or manufacturer of any and all materials proposed to be used in the work, together with samples, which may be subjected to tests to determine their quality and fitness for the work.

AWARD AND EXECUTION OF CONTRACT

C-4.01 CONSIDERATION OF PROPOSALS:

For the purpose of award, after the proposals are opened and read, the bids considered the most advantageous to the Owner will be carefully studied. The bids will then be compared and the results made public. Until the award of the Contract is made, the Owner reserves the right to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise when the best interests of the Owner will be thereby promoted.

C-4.02 AWARD TO CONTRACT:

Contract will not be awarded until the necessary investigations as to the competency of the low bidder are made. Award of Contract will be made by the Owner, upon recommendation by the Engineer, to the lowest responsive and responsible bidder meeting the requirements of the Owner. Award of Contract will be made within sixty (60) days after the opening of proposals, unless stated otherwise in the Notice to Bidders.

C-4.03 RETURN OF PROPOSAL GUARANTIES:

As soon as the proposal price has been compared the Engineer may, at his discretion, return the proposal guaranties accompanying in those proposals which, in his judgment, will not be considered in making the award. When award is made, the successful bidder's proposal guaranty only will be retained until after Contract and Bond have been executed.

C-4.04 PERFORMANCE AND PAYMENT BOND:

With ten (10) days after Notification of Award of Contract, the successful bidder shall execute and file with the Owner a separate surety and payment bond as required by Chapter 93 of the Acts of the Regular Session of the 56th Legislature of Texas, in the full amount of the contract price as a guarantee of the faithful performance of the Contract and payment of all obligations which may be incurred for material and labor used in the work. Bonds shall be executed by a surety company authorized to do business in the State of Texas on the bond forms provided in these Documents. Any surety shall be subject to the approval of the Owner.

C-4.05 EXECUTION OF CONTRACT:

Within ten (10) days after Notification of Award of contract, the successful bidder shall sign and place in the hands of the Owner the necessary agreement entering into a Contract with the Owner.

C-4.06 NOTICE TO PROCEED:

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the County Engineer provided that the Contractor has properly executed and submitted all Documents required by the Webb County within the same period of time. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the County and Contractor. If the Contractor has submitted all Documents required and the Notice to Proceed has not been issued within the ten (10) day period or within the time extension, the Contractor may terminate the Agreement without further liability on the part of either party. Furthermore, should the Contractor fail to execute all the requirements within this same ten (10) days period or within the time extension, the County may terminate the Agreement.

C-4.07 BIDDER INVESTIGATIONS

Webb County may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the County all such information and data for this purpose as the County may request.

C-4.08 APPROVAL OF CONTRACT:

No Contract shall be binding upon the Owner until it has been signed and dated by both the Owner and the Contractor and returned to the Contractor.

C-4.09 FAILURE TO EXECUTE CONTRACT:

Failure to comply with any of the requirements of these Specifications, to execute Contract within ten (10) days after notification of work, or to furnish surety as required, shall be just cause for the annulment of the award. In case of annulment of award, the proposal guaranty shall become the property of the Owner, not as penalty, but as a liquidated damage.

C-4.10 PLAN ISSUANCE

After the Notice to Proceed is issued, the Owner shall provide the Contractor with three (3) complete sets of Plans and Specifications for Contractor's use during

construction. In the case that additional sets are required, the Contractor shall make arrangements to obtain the extra sets at his own expense.

C-4.11 RESPONSE TIME DURING THE PROSECUTION OF THE PROJECT:

The contractor shall furnish the owner with three (3) local telephone numbers and three (3) e-mail addresses where contractor or a responsible representative of contractor can be reached at any and all time during the prosecution of this project, and especially during weekends or holidays, and/or in the event of an emergency.

Failure of contractor to respond to any such emergency which causes County personnel, equipment and materials to be used in such emergency will result in the contractor being charged an amount which shall be twice the cost incurred by the County in using personnel, equipment and materials to handle such emergency due to failure of the contractor to do so, and, in addition, the contractor will be charged a penalty of \$500.00 for each emergency to which it does not respond. In this connection, "failure to respond" means the failure of the contractor to respond to telephone calls and/or e-mails from the relevant Webb County Engineering Dept. staff, the Engineer and/or owner.

NOTICES: Any notice of communication required or permitted hereunder shall be sufficiently given if sent by electronic transmission as follows:

To Contractor at: _____.

To Owner at: leperezgarcia@webbcountytexas.gov
Luis Perez-Garcia, P.E.
County Engineer

To Project Engineer at: wayne@porrasnance.com- Wayne Nance, P.E.
Licensed Engineering Consultant for Webb County

SCOPE OF WORK

C-5.01 INTENT OF PLANS AND SPECIFICATIONS:

It is the intent of the Plans and Specifications to describe the complete work to be performed under the Contract. Except as provided on the Plans or in the Specifications, it is also the intent that the Contractor shall furnish all materials, supplies, tools, equipment, labor and incidentals necessary to complete the work.

C-5.02 CHANGES AND INCREASED OR DECREASED QUANTITIES OF WORK:

The Owner has the right to make such changes and alterations in the Plans or in the quantities of work as he may consider necessary or desirable, and such changes and alterations shall not be considered as a waiver of any condition of the Contract, nor shall they invalidate any provision thereof. The Contractor shall perform the work as increased or decreased, and no allowance will be made for anticipated profits.

Payment to the contractor will be made for the actual quantities of work done and materials furnished at the unit prices as set forth in the Contract, except as follows:

When the total cost of work to be done, or of materials to be furnished, is more than one hundred and twenty-five (125) percent of the total contract price for the item stated in the Proposal, then either party to the Contract, upon demand, shall be entitled to a revised consideration on that portion of the work above one hundred and twenty-five (125%) percent of the total contract price for the item stated in the Proposal.

The original contract price may not be increased by more than 25% percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made.

When the total cost of work to be done, or of materials to be furnished, is less than seventy-five (75%) percent on the total contract price for the item stated in the Proposal, then either party to the Contract, upon demand, shall be entitled to a revised consideration on the work actually done.

Revised consideration shall be determined by supplemental agreement between the parties, which supplemental agreement shall be included with, and shall become a party of, the Contract.

C-5.03 OMITTED ITEMS:

The Owner may, in writing, order the omission from the work of any item found unnecessary to the project. Such omission shall be subject to all provisions of Par. C-5.02.

C-5.04 EXTRA WORK:

When the proper completion of the project requires work for which no quantities or prices were shown in the Proposal, such work shall be called "EXTRA WORK" and shall be performed by the Contractor when so directed in writing by the Owner. "EXTRA WORK" shall be performed in accordance with these Specifications and as may be directed by the Engineer.

Prices for extra work shall be itemized and covered by a supplement agreement submitted by the Contractor and approved by the Owner prior to the starting of such work.

Claims for extra work not authorized in writing by the Owner prior to the performance thereof will be rejected.

C-5.05 MAINTENANCE OF TRAFFIC:

When the work requires partial or complete closing of any driveway, alley, street, or roadway, the Contractor shall so schedule and prosecute his work that traffic will be hindered to a minimum.

C-5.06 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS:

All structures and/or obstructions on the site of the work, which are not to remain in place or which are not to be used in the new construction shall be removed as directed by the Engineer. Such items of removal are not listed in the Proposal will not be paid for as separate items; the cost of doing such work shall be included in the unit price bid for other items.

C-5.07 TOOLS AND ACCESSORIES:

When special wrenches, gauges, or other special tools or accessories are required to properly maintain and operate any machine or equipment furnished under this Contract, the furnishing of such tools and accessories shall be deemed to have been included in the Contract and they shall be furnished by the Contractor without extra cost to the Owner.

C-5.08 GUARANTEES:

All structural, mechanical and electrical equipment or instrument shall be guaranteed against mechanical and physical defects, leakage, breakage, or other damage occurring during normal operation for a period of one (1) year after such equipment or instruments have been accepted by the Owner. The Contractor shall promptly repair or make good, at his own expense, any defect in such equipment or instruments.

C-5.09 GENERAL GUARANTEE:

All work included in the Contract shall be guaranteed against faulty material or workmanship for a period of one (1) year after the work has been accepted by the Owner.

Neither final acceptance of the work, nor final payment thereof, nor occupancy and use of the work by the Owner shall constitute a waiver of the Owner's right to require the Contractor to repair or make good any such faulty materials or workmanship.

C-5.10 FINAL CLEANING UP:

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, tools, and materials and shall dispose of all rubbish, temporary structures, and surplus backfill. The site shall be left in a neat and presentable condition throughout. Any land area, driveway, sidewalk, alley, street or road (concrete or asphalt) which has been cut or disturbed during the prosecution of the work shall be repaired at the Contractor's expense to a condition at least as good or better as originally existed.

C-5.11 EXISTING STRUCTURES:

The Plans show the locations of all known surfaces and subsurface structures. However, the exact location of gas mains, water mains, conduits, sewer etc., is unknown and the Owner assumes no responsibility for failure to show any of these structures on the Plans or to show them in their exact location. It is mutually agreed such failure will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as necessitates, or requires the building of special work, provision for which is not made in the Plans and Proposal, in which case the provisions in these Specifications for extra work shall apply.

CONTROL OF WORK AND MATERIALS

C-6.01 AUTHORITY OF ENGINEER:

The work will be observed, tested and inspected by the Engineer, and performed to his satisfaction, in accordance with the Contract, Plans and Specifications. The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, as to the manner of performance and rate of progress of said work, as to the interpretation of the Plans or Specifications relating to the work, as to the fulfillment of the Contract on the part of the Contractor and to the rights of different Contractors on the project.

Neither Engineer's authority or responsibility under this section or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required by this contract will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

C-6.02 COUNTY ENGINEER AS REFEREE:

The County Engineer will act as referee in all questions, arising under the terms of the Contract between the parties thereto, and his decisions shall be final and binding.

C-6.03 ADEQUACY OF DESIGN:

It is understood that the Owner selected the Engineer named herein to prepare the Plans and Specifications, and all supplements thereto, and it is agreed that the Owner will be responsible for the adequacy of the design, sufficiency of the Plans and Specifications, and safety of structures, provided the Contractor has complied with said Plans and Specifications, all modifications thereof, and additions and alterations thereto approved by the Engineer. The burden of proof shall be upon the contractor to show that he has fully complied with the Plans and Specifications, all modifications thereof, and all additions and alterations thereof.

C-6.04 PLANS:

Plans will show the lines, grades, cross sections, details and general features of the work. Where shop drawings or working drawings are required, they shall be furnished by the Contractor and approved by the Engineer. Authorized alterations to the Plans will be endorsed on approved copies of the Plans or shown on supplementary sheets.

The approval by the Engineer of the Contractor's shop drawings or working drawings will not relieve the Contractor of any responsibility under the Contract.

The Contractor shall furnish the Engineer with such blue print copies of shop drawings or working drawings as may be required for approval and for the purposes of supervision.

The contract price shall include the cost of furnishing all such prints.

C-6.05 CONFORMITY WITH PLANS:

The finished work shall conform with the lines, grades, cross sections, details and dimensions shown on the Plans. Such deviations from the Plans as may be required will, in all cases, be determined by the Engineer and authorized in writing.

C-6.06 COORDINATION OF PLANS AND SPECIFICATIONS AND SUPPLEMENTAL AGREEMENTS:

The Plans, Specifications, and supplemental agreements are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. In case of disagreement, Plans shall govern over "Technical Provisions," and "Special Provisions" shall govern over "Technical Provisions." The Contractor shall not take advantage of any apparent error or omission on the Plans or Specifications. In the event the Contractor discovers any apparent error or

discrepancy, he shall immediately call upon the Engineer for his interpretation and decision, and such decision shall be final.

C-6.07 COOPERATION OF CONTRACTOR:

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Engineer and with other Contractors in every way possible.

The Contractor shall have on the work at all times, a satisfactory and competent English-speaking Superintendent, authorized to receive order, and act for him as his agent. The Contractor shall designate to the Engineer in writing the name of such Superintendent, and the designated Superintendent may not be removed from the work without the written permission of the Engineer.

C-6.08 CONSTRUCTION STAKES:

The Contractor shall furnish and set at his own expense any and all construction stakes and blue tops as seems necessary for the satisfactory prosecution of the work.

Any missing construction stakes which have been destroyed by the different utility companies, vandals and/or the contractor at the time of construction will be replaced by the contractor at this own expense.

The Engineer may, at his option, make spot or complete checks on all construction alignment and grades to determine the accuracy of the contractor's survey work. These checks, however, will not relieve the Contractor of his responsibility of constructing the work to the lines and grades as shown on the plans or approved change orders. Computations, sketches, and other drawings used in the design and layout of this project will be made available to the Contractor, however these items will not relieve the contractor of his responsibility.

C-6.09 QUANTITIES OF MATERIALS:

It shall be the responsibility of the Contractor to verify all quantities of materials shown on the Plans before ordering such materials. Payment is provided for acceptable materials, and materials rejected due to improper fabrication or excess quantity or other reasons within the control of the Contractor will not be paid for regardless of the quantities or dimension shown on the Plans.

C-6.10 APPROVAL OF MATERIALS:

The sources of supply of materials shall be subject to the approval of the Engineer. Representative samples of materials proposed for use shall be

submitted, if required, for examination and testing by an independent testing laboratory selected by the County.

Results obtained from testing such samples may be used for preliminary approval, but will not be used as final acceptance of materials. All materials proposed for use may be inspected or tested at any time during their preparation or use.

If at any time, it is found that sources of supply which have been approved do not furnish a product of uniform quality, or if the product becomes unacceptable at any time, the Contractor shall furnish approved material from another source.

Any material, which after approval has for any reason become unfit for use, shall not be incorporated into the work.

C-6.11 SAMPLES AND TESTS:

Samples and testing procedures shall conform to the requirements of appropriate designations of the American Association of State Highway Officials or the American Society for Testing Materials.

Test for determining the fitness of materials; tests for the purpose of obtaining preliminary approval of materials; tests for determining concrete mixes will be at the expense of the Contractor. Tests for the actual control of the work, such as soil compacting tests and concrete compressive strength test, will be at the expense of the Owner. Any and all retesting because of failure in soil compaction or concrete compressive strength tests shall be done at the expense of the Contractor. Tested and accepted subgrade shall be covered and protected with the flexible base within a maximum of seven (7) days. Tested and accepted flexible base shall be primed and cured a minimum of seventy two (72) hours and shall be cured with asphalt within seven (7) days. Failure to comply with the seven (7) days limitations may result in the need for re-testing at the Contractors expense depending on weather conditions and at the discretion of the Engineer. The Contractor shall provide such facilities as the Engineer may require for conducting field tests and collecting and forwarding samples. All sampling and testing shall be under the control of the Engineer and shall be done in laboratories approved by him.

C-6.12 STORAGE:

Materials shall be stored as to insure the preservation of the quality and fitness for the work. Material which is not, in the opinion of the Engineer, properly stored and protected will not be included as material in hand in the estimates.

C-6.13 AUTHORITY AND DUTIES OF INSPECTORS:

Inspectors employed by the Owner shall be authorized to inspect all work done in any part of the project and all preparation, fabrication, or manufacturer of the materials to be used.

The Inspector shall be authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Specifications or the Plans. He will in no case act as foreman or perform other duties for the Contractor, nor shall he interfere with the management of the work. In the event the Contractor does not comply with the requirements of the Owner and the Engineer, he may stop all work until the non-compliance is corrected.

If the progress of the work becomes unduly delayed because of negligence on the part of the Contractor, the Inspector shall notify the Owner and the Engineer, who may require the Contractor to give reasons for the delay. If it is found that the Contractor is at fault, then it is the prerogative of the Owner to demand correction.

Inspection as provided herein shall not relieve the Contractor from any obligation to perform the work in conformity with the requirements of the Plan and Specifications. No Inspector shall be authorized to revoke, alter, enlarge or release any requirements of the Plans and Specifications, or to issue instructions contrary to the Plans and Specifications, or to approve or accept any portion of the work.

The Contractor shall furnish every reasonable facility for ascertaining whether or not the work is performed in accordance with the Plans and Specifications.

No backfill shall be made unless inspected by the Engineer or the County's representative designated in writing and verbal approval of field Engineer is given to such work; if the Contractor should backfill any work without such inspection and approval, the Contractor shall remove or uncover such portions of the finished work as may be directed. After examinations, the Contractor shall restore said portion of the work to the standard required by the Plans and Specifications. Should the work thus exposed and examined prove acceptable or unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be done at the Contractor's expense.

C-6.14 SUSPENSION OF WORK:

In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector shall have authority to reject materials or suspend work until the question at issue can be referred to and decided by the Engineer.

If the Contractor refuses to suspend work on verbal order, the Inspector shall issue a written order to suspend work giving the reason for such suspension. After placing the order in the hands of the Contractor's man in charge, the Inspector

shall immediately leave the job. Work done during the absence of the Inspector shall not be paid for.

C-6.15 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:

All work which has been rejected or condemned shall be repaired or removed and replaced as the Engineer may direct, at the expense of the Contractor. Materials not conforming to the requirements of the Plans and Specifications shall be removed immediately from the site of the work and replaced with satisfactory material at the expense of the Contractor.

Work done without lines and grades, work done beyond the lines and grade shown on the Plans, work done without inspection, or any extra or unclassified work done without written authority and prior agreement in writing as to the prices will be done at the Contractor's risk and will be considered unauthorized. At the option of the Engineer, such work may not be measured and paid for, or may be ordered removed and replaced at the expense of the Contractor.

Upon the failure of the Contractor to repair satisfactorily or to remove and replace rejected, unauthorized, or condemned work or materials immediately after receiving formal notice from the Engineer, the Owner may at his own option:

- a. Recover for such defective work or materials on the Contractor's bond, or;
- b. Recover from such defective work or materials by action in a court having proper jurisdiction in such matter, or;
- c. Employ labor and equipment and satisfactorily repair, or remove and replace, such defective work or materials and charge the cost of same to the Contractor, which cost will be deducted from any money due him.

C-6.16 DISPUTED CLAIMS FOR EXTRA WORK:

In case the Contractor deems extra compensation is due him for work or materials not clearly covered in the Contract, or not ordered by the Engineer as "EXTRA WORK", the Contractor shall notify the Engineer in writing of his intention to make claim for such extra compensation before he begins the work on which he bases the claim and shall afford the Engineer every facility for keeping actual cost of the work.

Failure on the part of the Contractor to give such notice or to afford the Engineer every facility for keeping account of actual cost of the work shall constitute waiver of the claim for extra compensation. The filing of such notice by the Contractor and the keeping of cost by the Engineer shall not in any way be

construed to prove the validity of the claim. Extra work of any kind should only be performed by Contractor upon receipt of an approved Change Order issued by Owner. When the work has been completed, the Contractor shall within ten (10) day file claim for extra compensation with the Engineer, who will present it to the Owner for consideration.

C-6.17 FINAL INSPECTION

Whenever the work provided for under the Contract has been satisfactorily completed and the final cleaning up performed, the Contractor shall notify the Engineer to make the "Final Inspection". Such inspection will be made within ten (10) days of such notification. After such final inspection, if the work is found to be satisfactory, the Contractor will be notified in writing of the acceptance of same. No time charge will be made against the Contractor between the date of notification of the Engineer and the date of the final inspection.

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

C-7.01 LAWS TO BE OBSERVED:

This contract shall be construed in accordance with the laws of the State of Texas. The Contractor shall make himself familiar with and shall observe and comply with, all Federal, State, and local laws, ordinances and regulations which in any manner affect the conduct of the work, and shall indemnify and save harmless the Owner and the Owner's representative against any claim arising from the violation of any such law, ordinance, or regulation whether by himself or by his employees.

C-7.02 PERMITS AND LICENSES:

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary to the due and lawful prosecution of the work.

C-7.03 PATENTED DEVICES, MATERIALS AND PROCESSES:

If the Contractor is required or desires, to use any design, device, material or process covered by letters, patent, or copyright, he shall provide for such use by suitable legal agreement with the patentee or Owner of such patent. The Contractor and his surety shall indemnify and save harmless the Owner from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright in connection with the work agreed to be performed under this Contract, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay for reasons of any such infringement at any time during the prosecution, or after the completion of the work.

C-7.04 PUBLIC, SAFETY AND CONVENIENCE:

The safety of the public and the convenience of traffic shall be regarded as of prime importance during construction and provisions thereof, made necessary by the work, shall be the direct responsibility of the Contractor, and shall be performed at his own expense.

Where the Contractor is required to construct temporary crossings for streams, culverts, ditches or trenches, his responsibility for accidents shall include the approaches as well as the structures of such crossing.

C-7.05 SANITARY PROVISIONS:

The Contractor shall, at his own expense, provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary

to comply with the requirements or the State Department of Health and of other authorities having jurisdiction.

C-7.06 BARRICADES AND WARNING SIGNS:

The Contractor shall furnish and maintain adequate barricades, warning and directing signs, red flags, lights and other traffic control devices as are necessary to comply with the latest edition of the TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS.

All provisions of barricades and warning signs shall be considered an incidental and necessary part of the work and no direct payment will be made therefore. All costs of providing such safe guards shall be included in the prices bid for other parts of the work.

C-7.07 USE OF EXPLOSIVES:

When the use of explosives is necessary in the prosecution of the work, the Contractor shall use the utmost care not to endanger life or property. All explosives shall be stored in a secured manner and all storage places shall be marked clearly with the words "DANGEROUS EXPLOSIVES". The method of storing and handling explosives and highly inflammable materials shall conform to the requirements of Federal and State laws and regulations. The Contractor shall not use explosives until he has taken the legal precautions necessary to save harmless the Owner from any claims arising from such use of explosives.

C-7.08 PROTECTION AND RESTORATION OF PROPERTY:

The Contractor shall take all measures necessary to protect public or private property which might be injured by any process of construction, and in case of any injury or damage to said property, he shall restore at his own expense the damaged property to a condition similar or equal to the existing before such injury damage was done, or he shall make good such injury or damage in an acceptable manner.

Where the work involves excavation any public or private driveway, alley street or roadway, the Contractor shall do any work necessary to restore such driveway, alley, street or roadway to a condition similar or equal to that existing before such work was done. The Contractor shall be responsible for any subsidence of backfill or pavement failure due to such excavation, and shall promptly repair any such subsidence or failure.

C-7.09 PROTECTION OF EXISTING UTILITIES:

The Contractor shall contact the utility company for exact location prior to doing any work that might interfere with or damage present utilities.

The Contractor shall take all measures necessary to protect existing surface drains, seers, underdrains, conduits, utilities, or similar underground structures, and to provide temporary service when service in any of these is interrupted.

When such facilities are encountered, the Contractor shall notify the Engineer who will arrange for their removal, if necessary. Any utility lines cut or damaged shall be repaired and restored to working conditions as determined by the Engineer.

C-7.10 RESPONSIBILITY FOR DAMAGE CLAIMS:

The Contractor shall save harmless the Owner from all suits, action in or claims brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work by the Contractor; or on account of any claim or amount recovered for any infringement of patent or reward under the "Workmen's Compensation Laws" or any other laws. He shall be held responsible for all damage or injury to property of any character occurring during the prosecution of the work resulting from any omission, neglect, or misconduct on his part in the manner or method executing the work, or from defective work or materials.

C-7.11 RESPONSIBILITY FOR THE WORK:

Until acceptance of the work by the Engineer, in writing, it shall be under the charges and care of the Contractor. The Contractor shall rebuild and make good at his own expense all injuries and damage to the work occurring before its completion and acceptance. In case of suspension of work for any cause, the Contractor shall be responsible for all the preservation of all materials.

C-7.12 USE OF COMPLETED WORK:

Whenever, in the opinion of the Engineer, any portion of the work is in acceptable conditions, it may be entered upon and used by the Owner upon the written order of the Engineer. Such use shall be held an acceptance of that portion of the work, but not into be considered as a waiver of any of the provisions of these Specifications. Pending final completion and acceptance of the entire work, all necessary repairs and renewal of any part of the work so used, due to defective material or work, to natural causes other than wear and tear, or to the operations of the Contractor, shall be performed by the Contractor at his own expense.

C-7.13 NO WAIVER OF LEGAL RIGHT:

Inspection by the Engineer or by any of his duly representatives, any order, measurement, or certificate by the Engineer; any order by the Owner for the payment of money, any payment for or acceptance of any of work, or extension of

time; or any possession taken by the Owner shall not operate as a waiver of any provision of the Contract, or any power therein preserved to the Owner, or of any right to damages therein provided. An waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

The Owner reserves the right to correct any error that may be discovered in any estimate that may have been paid, and to adjust that or any subsequent estimate to meet the requirements of the Contract. The Owner reserves the right to claim and recover sums as may be sufficient to correct any error or make good any deficit in the work resulting from error, dishonesty, or collusion in the work after the final payment has been made.

C-7.14 RESPONSIBILITIES OF PARTIES AS TO UTILITY WORK:

It shall be the responsibility of the Contractor to check and coordinate his work with the public and private utility companies which have authority from Webb County to own and operate lines, pipes, conduits, or other means of conveyance within the streets Right-of-Way. The Contractor shall contact the Engineer concerning any and all utility relocation work needed, and it shall be the responsibility of the Contractor to advise the Engineer of any lines or utility poles to be relocated. The Engineer shall assist in coordinating the various utility relocation activities but shall not be responsible for any delays occasioned by this work, although appropriate allowance for additional contract time will be made by the Engineer if warranted. The Owner shall not be responsible for any acts of the Contractor or any damages resulting from work done by the Contractor relating to the removal, alteration, or other activity concerning utilities.

PROSECUTION AND PROGRESS

C-8.01 RIGHT-OF-WAY:

The Owner will furnish all and or right-of-way necessary for the performance of the contract and will use due diligence in acquiring land or right-of-way. Should all necessary land or right-of-way not be acquired prior to the beginning of construction, the Contractor shall begin with work upon such land or right-of-way as the Owner may have acquired.

C-8.02 DELAYS DUE TO OWNER:

Should the Owner be prevented or enjoined from proceeding with the work or authorizing its prosecution, either before or after its commencement, by reason of any litigation or by reason of the Owner's inability to acquire necessary land or right-of-way, the Contractor shall not entitled to make or assert any claim for damage by reason of such delay, or to withdraw from the contract except by consent of Owner.

The time for completion of the work will be extended by such time as determined by the Engineer as will compensate for the time lost by reason of said delay.

C-8.03 SUBLETTING OR ASSIGNING OF CONTRACT:

The "County" does not allow, permit, negotiate, authorize nor approve any assignment of contract proceeds between the "County", the "Contractor", and/or with a bank, lending institution or any type of financial institution either before, during or after a contract award.

The "County" agrees to pay the "Contractor" for specified services as stated in the agreed contract. The "County" does not agree to pay any additional party either jointly or separately for the contract under discussion.

C-8.04 SUBCONTRACTING:

The Owner will not recognize any subcontractor on the work. The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.

C-8.05 PROSECUTION OF WORK:

Prior to beginning of the work, the Contractor shall submit to the Engineer such schedules, charts, or briefs as may be required, outlining the manner of prosecution of the work. The contractor shall begin the work within ten (10) calendar days after the date set in the "Work Order" or notice to proceed and shall continuously prosecute same with such diligence as will enable him to complete

the work within the time specified. Upon completion of work submit forms of Affidavit of Payment of Debts and Claims and Release of Liens and Letter for Certificate of Warranty.

The contractor shall notify the Engineer at least twenty-four (24) hours prior to the beginning at any point. He shall not begin new portions of the work to the detriment of portions already begun.

Owner's normal working hours are Monday through Friday from 8:00 AM to 5:00 PM. The contractor shall notify the owner at least twenty-four (24) hours in advance for any work that is to be scheduled beyond the limits of the owner's working hours, and he shall not begin any such work schedule unless proper inspection by the Contractor has been pre-arranged with the Owner, with the cost for such work beyond the owner's working hours borne by the Contractor. For Clarification, See Division B - Section 4 "Inspection by County".

If at any time the methods, equipment, or sequence of operations used by the Contractor are found to be inadequate to secure the quality of the work or rate of progress required by the contract, the Engineer may in writing order such modifications in the Contractor's methods, equipment, or sequence of operations as he may deem necessary and the contractor shall comply with such order.

C-8.06 WORKMEN AND EQUIPMENT:

All workmen employed by the Contractor shall be skilled and competent. Any person employed by the Contractor who in the opinion of the Engineer does not perform his work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, or otherwise objectionable shall at the written order of the Engineer be immediately removed from the work and shall not be employed again on any part of the work without written consent from the Engineer.

The Contractor shall furnish and use such suitable machinery and equipment as may be required in the opinion of the Engineer to properly prosecute the work. The Contractor shall at the written order of the Engineer remove from the work any equipment found unsuited to properly perform the work.

Upon failure of the Contractor remove the work any person or equipment as ordered by the Engineer, the Engineer may withhold all estimates which have or may become due, or may suspend the work until such orders are complied with.

C-8.07 TEMPORARY SUSPENSION OF WORK:

The Engineer shall have the authority to suspend the work wholly or in part for such period or periods as he may deem necessary due to unsuitable weather, or such other conditions as are considered unfavorable for the prosecution of the

work or for such time as is necessary due to failure on the part of the Contractor to comply with orders given or to perform any or all provisions of the contract.

If work is stopped for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the work performed.

The Contractor shall not suspend the work without written authority from the Engineer and shall proceed with the work promptly when notified by the Engineer to resume operations.

C-8.08 COMPUTATION OF CONTRACT TIME:

The Contractor shall complete the work within the number of days stated in the contract. The number of days used shall be the number of days from the first day of actual commencement of operations or the 10th day after the date set in the Work Order or Notice to Proceed whichever comes first, and counting that day as the first elapsed day of contract time.

If the completion of the contract requires unforeseen work, or work and materials in greater quantities than those set forth in the proposal, then additional days or suspension of time charge will be allowed the Contractor equal to the time which in the opinion of the Engineers the work as a whole is delayed.

C-8.09 FAILURE TO COMPLETE THE WORK ON TIME:

The time set forth in the proposal for the completion of the work is an essential element of the contract. If the contractor fails to complete the work in the number of contract days specified, a time charge will be made for each day thereafter until the work has been satisfactorily completed.

An amount per day is set forth in the Division B Section 1, and said amount is to be deducted from the amount due the Contractor for each day charged in excess of the number specified, the time charge shall be based on the total days of such delay. Such deductions shall be considered liquidated damages and may be used as compensation to the Owner for the added expenses for engineering supervision, testing, inspection, and other costs.

C-8.10 ABANDONMENT OF WORK OR DEFAULT OF CONTRACT:

The Engineer may give notice in writing to the Contractor and his surety of delay, neglect, or default stating which if the Contractor:

- Fails to begin work within the time specified, or fails to perform the work with sufficient workmen and equipment;

- Fails to provide materials of sufficient quantity to insure the completion of the work within the contract time; or
- Performs the work unsuitable; or
- Neglects or refuses to remove materials or perform new work such as may have been rejected; or
- Discontinues the work without authority; or
- Refuses to suspend or resume operations when so directed by the Engineer; or
- Becomes insolvent or is declared bankrupt; or
- Commits any act of bankruptcy insolvency; or
- Makes an authorized assignment for the benefit of any creditor; or
- Fails from any other cause whatsoever to carry out the work in an acceptable manner.

The ten (10) days after such notice if given, if a satisfactory effort has not been made by the Contractor or his surety to correct such delay, neglect, or default, the Owner may declare the work abandoned and so notify the Contractor and his surety.

After receiving such notification of abandonment, the Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the site. The Owner shall have the power and authority without violating the contract to take prosecution of the work out of the hands of the contractor and to appropriate or use any or all materials and equipment on the site as may be suitable and acceptable and enter into an agreement for the completion of the contract according to the terms and provisions thereof, or use such other methods as he may elect for the completion of the contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under the contract shall be deducted from any money due or which may become due to the contractor. In the case the cost to the Owner is less than the amount which would have been payable under the contract if it had been completed by the Contractor, then the Contractor shall be entitled to receive the difference. In case the cost to the Owner exceeds the amount which would have been payable under the contract, if it had been completed by the Contractor, the Contractor and his surety shall be liable and shall pay the Owner the amount of such excess.

MEASUREMENT AND PAYMENT

C-9.01 MEASUREMENT OF QUANTITIES:

All work completed under the Contract will be measured in United States standard measures. Linear and surface measurements will be taken horizontally unless otherwise shown on the Plans. Structures will be measured to the neat lines shown on the Plans.

When any material is cubic yards in the vehicle, such measurement will be made at the point of delivery. The capacity of each vehicle shall be plainly marked on said vehicle and the capacity of marking shall not be changed without written permission of the Engineer. The Engineer shall have authority to require all vehicles to have uniform capacity.

C-9.02 SCOPE OF PAYMENT:

The Contractor shall accept the payment as provided in this Contract as full compensation for furnishing all materials, equipment, tools, labor and incidentals necessary to complete the work and for performing all work contemplated and embraced under this contract, as full compensation for loss or damage arising from the nature of the work, or from action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work; as full compensation for all expenses incurred in consequence of the suspension or discontinuance of the work; as full compensation for all expenses incurred in consequence of the suspension or discontinuance of the work herein specified; as full compensation for expenses incurred in any infringement of patent, trade-mark, or copyright; and as full compensation for completing the work in conformity with the requirements of the Plans and Specifications. Payment will be made only on items which are complete, in place, tested and accepted by the owner. Materials on hand shall be considered for payment **ONLY** when proper PAID invoices are submitted with Contractor's pay estimates. Materials on hand must be placed in a secured area designed for the project under this contract and be available for inspection by County Engineers at all times. The Contractor must provide an inventory of all materials on a form acceptable to the County Engineer and which must accompany each pay request. The payment of any partial or current estimate shall in no way affect the obligation of the Contractor at his own cost to repair or renew any defective parts of the construction or to replace any defective materials used in the construction and to be responsible for all damages due to such defects. Any items to complete the work indicated on plan shall be considered subsidiary to include positions of work and no further compensation will be made.

No monies payable under this contract, except the estimate for the first month or period, shall become due and payable until the Contractor shall satisfy the Owner that he has fully settled and paid for all materials and equipment used in or upon

the work and labor done in connection therewith and the Owner may if he so elects pay any or all bills wholly or in part, and deduct the amount or amounts paid from any estimate(s) except the first estimate.

In event the surety on any bond given by the Contractor becomes insolvent or is placed in the hands of a receiver or has its right to do business in the State revoked by Law, the Owner may if he so elects withhold payment of any or all estimates until the Contractor shall give a good and sufficient bond in lieu of the bond so executed by said surety.

C-9.03 PAYMENT FOR ALTERED QUANTITIES:

When alterations in the Plans or quantities of work not requiring supplemental agreements are ordered and performed, the Contractor shall accept payment in full at the contract price for the actual quantities of work done. No allowance for anticipated profits will be made. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

C-9.04 PAYMENT FOR OMITTED ITEMS:

When any item ordered omitted from the Contract, the Contractor shall accept payment in full at the contract price for any work actually performed on such item prior to the date of issuance of such order. No allowance will be made for anticipated profits on work ordered omitted. Acceptable materials ordered by the Contractor, or delivered on the work prior to the date of issuance of such order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner. The Contractor shall submit immediately certified statements covering all money expended in the preparation for any item ordered omitted and shall be entitled to reimbursement for any money expended in preparation for any items when such preparation is of no value to the remaining items of the Contract.

C-9.05 PAYMENT FOR EXTRA WORK:

Extra work performed under a supplemental agreement will be paid for according to the terms of such supplemental agreement.

Extra work if performed on a force account basis will be paid for as follows:

For all labor and foreman, the Contractor will receive the wage paid on the project for each hour that said labor and foremen are actually engaged on such work to which shall be added the actual cost of premiums for public liability and workmen's compensation insurance and social security taxes for the actual amount of such payroll.

For all materials used on such work the Contractor will receive the actual cost of such materials including freight charges.

For machinery and equipment used on such work the Contractor will receive an agreed rental price for each hour that such machinery and equipment is actually used on such work. The agreed price shall include the cost of fuel, lubrication and repairs.

To the sum of the foregoing an amount equal to fifteen (15) percent thereof will be added, as compensation for the use of small tools, Superintendent's services, timekeeper's services.

Premium on bond and all other overhead expenses incurred in the prosecution of the extra work including Contractor's profit.

The sum of such payments provided for shall be accepted by the Contractor's as full compensation as provided in C-9.02.

C-9.06 PARTIAL PAYMENTS:

Once a month and within the thirty (30) days after submittal of a correct and complete estimate, the Owner shall make a progress payment to the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract. To insure the proper performance of the Contract, the Owner shall retain ten (10) percent ** of the amount of each estimate until final completion and acceptance of all work covered by this Contract.

**NOTE Retainage for construction contracts over four hundred thousand (\$400,000) shall be five (5) percent.

In the event that the base bid is less than twenty-five thousand (\$25,000) the total contract price will be paid in one payment upon completion and acceptance of the project.

Should any defective material or work be discovered or should a reasonable doubt arise as to the integrity of any part of the work completed prior to final acceptance and payment, there will be deducted from the first estimate presented after the discovery of such work, an amount equal to the value of the defective or questionable work. Such defective work will be made from all subsequent estimates until the defects have been remedied or the cause for doubt removed.

C-9.07 TERMINATION OF THE CONTRACT BY THE CONTRACTOR:

If the work is stopped for a period of thirty (30) days under an order of any court of other public authority having jurisdiction, or as a result of an act of government, such as declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or subcontractor or their agents or employees or any other persons performing any of the work under a

Contract with the Contractor, or if the work should be stopped for a period of thirty (30) days by the Contractor because the Engineer has not issued a Certificate for payment as provided in C-9.06 or because the Owner has not made payment within the ten(10) days after such stopping of work, then the Contractor may, upon seven (7) additional days written notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

C-9.08 TERMINATION OF THE CONTRACT BY THE OWNER:

If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refused or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen, or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contracts Documents, then the Owner, upon certification by the Engineer that sufficient cause exists to justify such action, may without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished.

C-9.09 UNPAID BALANCES

If the unpaid balance of the Contract Sum exceeds the costs of finishing the work, including compensation for the Engineer's additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Engineer, upon application, and this obligation for payment shall survive the termination of the Contract.

C-9.10 ACCEPTANCE OF FINAL PAYMENT:

When the work provided for in the contract has been completed and the final inspection has been made by the Engineer, and all parts of the work have been approved and accepted, the final estimate showing all sums due the Contractor shall be prepared. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. No payment on the final estimate

will be made until the Contractor furnishes satisfactory evidence that all claims growing out of lawful demands of laborers, work, men, mechanics, subcontractors, material, men, furnishers of machinery and parts thereof, and suppliers of all kinds have been satisfied. Upon final payment the Contractor shall execute a certificate and release upon the Owner on the form specified.

C-9.11 AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS AND RELEASE OF LIENS:

Each and every pay estimate must be accompanied by an "Affidavit of Payment of Debts and Claims and Release of Liens" form (sample of which follows this Section).

C-9.12 MATERIALS ON HAND INVENTORY:

When materials on hand payment is requested, and "Inventory of Materials on Hand" is required and must be included with Contractor's Pay Estimate. Proof of payment for materials on hand is also to be included with the Materials Inventory. A sample form follows this section.

C-9.13 PHOTOGRAPHS:

The Contractor shall submit with each monthly progress pay estimate four (4) each 3 ½" x 5" color photographs depicting generally the work done during that month, and each photograph properly identified and dated.

WEBB COUNTY CONTRACTOR'S APPLICATION FOR PAYMENT FORM

Project: **Mirando City Water Well Project - Transmission Main**

Estimate # _____

From: _____

To: _____

Original Amount: \$ _____

Total Amt. To Date: \$ _____

Change Orders: \$ _____

Materials on Hand: \$ _____

% Retainage: \$ _____

Total to Date: \$ _____

Previous Payments: \$ _____

% Complete: \$ _____

Amount Due: \$ _____

CERTIFICATE OF CONTRACTOR:

I certify that all items and amounts shown on this request for partial payment are correct, and that all work has been performed and/or materials supplied in full in accordance with the requirements of the contract documents:

CONTRACTOR:

By: _____

(Signature) Date

Type Name of Company

Type name

CERTIFICATE OF FIELD REPRESENTATIVE:

I have checked this request for partial payment against the notes and reports of my inspections of the project and in my opinion, the statement of work performed and/or materials supplied is accurate and that the contractor is observing the requirements of the contract documents.

**WEBB COUNTY
INSPECTOR**

By: _____

(Signature) Date

Type name

CERTIFICATE OF ARCHITECT/ENGINEER:

I certify that I have checked and verified the above and foregoing request for partial payment and that it is a true and correct statement of work performed and/or materials supplied by the contractor and that same has been performed and/or supplied in full accordance with the requirements of the contract documents.

ENGINEER:

Porras Nance Engineering

By: _____

Wayne Nance, PE Date

Type name

RECOMMENDED FOR PAYMENT:

APPROVED FOR PAYMENT:

Signature Date

Luis Perez Garcia, PE, CFM
County Engineer

Signature Date

**AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
AND RELEASE OF LIENS**

STATE OF TEXAS *

COUNTY OF WEBB *

TO: WEBB COUNTY

PROJECT: **“Mirando City Water Well Project - Transmission Main”**

By this instrument the undersigned Contractor engaged in the construction of the above project hereby certifies that on this date, or any time prior thereto, except listed below, the Contractor has paid the full or has otherwise satisfied all obligations for all materials and for all known indebtedness and claims against the project, its land, improvements and equipment of every kind.

The undersigned hereby certified that he has received all payments currently due under his Contract for work on the above referred. Therefore, the undersigned does hereby waive and/or release any and all liens against the property, project and as of the _____ day of _____, 20_____ .

Contractor

Authorized Signature

Typed Signature and Title

STATE OF _____

COUNTY OF _____

Before me, Notary Public for and in _____ County, State of _____ on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing affidavit and acknowledge to me that he/she executed the same for the purpose and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 20_____ .

Signature - Notary Public for the State of Texas

Notary Public's Typed Signature

My Commission expires: _____
MATERIALS ON HAND INVENTORY

Project: **“Mirando City Water Well Project - Transmission Main”**

Contractor: _____

Estimate No. _____ Dates: From _____ to _____

No.	Invoice No.	Vendor	Balance Last Period	Received Current	Placed Current	Balance

FORM LETTER FOR CERTIFICATE OF WARRANTY

DATE: _____.

Luis Perez Garcia, PE, CFM
County Engineer
1620 Santa Ursula, 2nd Floor
Laredo, Texas 78040

RE: **“Mirando City Water Well Project - Transmission Main”**

Dear Mr. Perez Garcia:

_____, guaranties all material and workmanship on the above referred project to be free of defects for a period of one (1) year from the date of acceptance by the Owner. Upon notice, any defective materials or faulty workmanship developing within this period will be replaced at no cost to the Owner.

Sincerely,

Company Name & Authorized Signature

Type In Name of Corporate Officer

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ that he/she executed the same for the purpose and consideration therein expressed and declared to me that the statements contained herein are true.

SWORN AND SUBSCRIBED TO before me this _____ day of _____, 20____.

Signature - Notary Public for the State of Texas

Notary Public’s Typed Signature

My Commission expires:: _____

SECTION D

MIRANDO CITY WATER WELL PROJECT TRANSMISSION MAIN TECHNICAL SPECIFICATIONS

Contractor shall adhere to all technical specifications as therein called for by The City of Laredo Specification Manual for the City of Laredo according to Ordinances # 2004-0-018, dated 2/2/04, adopted by The City of Laredo City Council, and all other specifications as hereto added or forming part of this project.

A copy of the document can be viewed at the City's website at:

<http://www.cityoflaredo.com/Building/images/StandardTechnicalSpecificationsManual.pdf>

Texas Department of Transportation Specification, where referenced by City specifications can be viewed at:

<http://ftp.dot.state.tx.us/pub/txdot-info/des/specs/spec-book-jan-june-15-letting.pdf>

The Special Technical Specifications included herein shall supplement the above referenced Standard Specifications and do not encompass all technical specifications involved with the work.

TECHNICAL SPECIFICATION
GENERAL SCOPE OF THE PROJECT
MIRANDO CITY WATER WELL PROJECT – TRANSMISSION MAIN
WORK TO BE DONE

The work shall consist of furnishing and installing all materials and doing all the work required to install and complete the water transmission main fully functional as intended and as indicated on the plans and specifications herein.

GENERAL

The work to be done under this item will be separated into separate bid pay items. The Contractor is responsible for furnishing all labor, tools, materials, and equipment including connection to such items as listed in the specifications or shown on the plans and shall include the furnishing of all services, appliances, incidentals, and superintendence needed for the construction of the transmission main.

BID METHOD

Contractors are requested to submit unit price bids. The Owner reserves the right to reject all bids and to otherwise award the project in its own best interest.

AFFIDAVIT

Prior to final acceptance of this project by the Owner, the Contractor shall execute an affidavit stating that all bills for labor, materials, and incidentals incurred in the construction of these improvements have been paid full, and that there are no claims pending.

TIME ALLOWED FOR COMPLETION

The project is to be completed within 150 calendar days. Contractor must aggressively and continuously pursue the work to completion. Liquidated damages may be assessed if the Contractor fails to pursue the work. Inclement weather which prohibits the Contractor from proceeding with the work in accordance with the specifications will be justification for a time extension. Time will be allowed for any day in which weather conditions prohibit the Contractor from working at least six hours. The Contractor must document and claim each such weather delay within ten (10) days of occurrence. The Engineers and/or Owner's on-site representative will determine the validity of any such claims after the completion of the contract.

CONDITION OF THE SITE

Site of the proposed work will be pointed out to the prospective bidders by appointment with the Owner. The Contractor will be permitted the use of the site for his operations and for storage of materials, but such use shall be in conformity with regulations prescribed by the Owner. Upon completion of the work, all materials shall be removed

TECHNICAL SPECIFICATION
GENERAL SCOPE OF THE PROJECT

MIRANDO CITY WATER WELL PROJECT – TRANSMISSION MAIN

from the site by the Contractor and the site returned to its original condition. Disposal sites will be a responsibility of the Contractor.

EXISTING UTILITIES

The approximate locations of existing underground utilities are shown on the plans. The Contractor shall determine the location of all existing utilities before commencing work. He agrees to be fully responsible for any and all damages which might be occasioned by his failure to locate and preserve any and all underground utilities. In the event that any of the existing utilities are damaged by the Contractor, they will be repaired by the Owner of the utility at the Contractor's expense.

The Contractor is advised that the depths shown on the plans of the various existing underground utilities crossing proposed water main construction are approximate. The Contractor shall verify the depth of the utility prior to commencing excavation activities in these areas, and shall immediately notify the Engineer if the actual depth condition differs substantially from that shown . on the plans.

CONSTRUCTION OBSERVATION

The work will be observed by the Owner's Representative and all change orders or communication concerning the work shall be directed to the Owner through the Engineer.

SUPERINTENDENCE

The Contractor shall provide at the project site at all times during construction a competent resident superintendent, satisfactory to the Owner and Engineer, with full authority to act on behalf of the Contractor.

DELAYS CAUSED BY UTILITY ADJUSTMENTS

The Contractor is required to notify each utility company which has poles or underground facilities in conflict with the work. Delays caused by utility work shall be justification for time extensions, but not for extra compensation.

DRAWINGS

Contractor will be required to submit to the Engineer detailed shop drawings on all manufactured equipment and materials. Each submittal shall bear a stamp or specific written certification that the Contractor has satisfied the contract requirements based their review and approval of that submittal. Any variations to the contract requirements shall be clearly noted and labeled on each submittal in addition to a written explanation.

TECHNICAL SPECIFICATION
GENERAL SCOPE OF THE PROJECT

MIRANDO CITY WATER WELL PROJECT – TRANSMISSION MAIN

Engineer's review of submittals shall not release Contractor from the Contractor's responsibility for performance of Contract requirements, from fulfilling the purpose of the installation, nor from Contractor's liability to replace defective work.

The purpose of submittals is to demonstrate how the Contractor intends to conform to the design concepts. Engineer's review does not extend to:

- a. Accuracy of dimensions, quantities, or performance of equipment and systems designed by Contractor.
- b. Contractor's means, methods, techniques, sequences, or procedures except when specified, or required by Contract Documents.
- c. Safety precautions or programs related to safety which shall remain the sole responsibility of the Contractor.

Bidders are advised that the specified submittals, shop drawings, record drawings, etc., are an integral and vital part of the Owner's use of the project. Final payment will not be made to the Contractor until all required data has been furnished to the Engineer.

The Contractor will be required to maintain in a safe place at the project site one copy of record drawings, specifications, addenda and change orders in good order.

FEDERAL REQUIREMENTS

Federal requirements, including wage rates, submittals of payrolls, etc. pertain to this work.

TRENCH BACKFILL REQUIREMENTS

The excavated ditch material is to be used for backfill for pipe installed on this contract, as shown in the plans. Backfill shall be placed to a density equal to the natural bank density, but the means to secure this compaction shall be the Contractors responsibility. The Contractor shall repair any settlement of the ditch cut which may occur within one year from the date of acceptance of this project.

SOIL AND FOUNDATION INVESTIGATION

A soil and foundation investigation report has not been prepared for use on this project. If any further testing is deemed necessary by the Contractor, it will be accomplished at his/her own expense.

TECHNICAL SPECIFICATION
GENERAL SCOPE OF THE PROJECT
MIRANDO CITY WATER WELL PROJECT – TRANSMISSION MAIN

INSURANCE

Insurance Requirements

Commercial General Liability: \$1M per occurrence/\$2M General Aggregate/\$2M Products Completed Operations General Aggregate - The County will be added as an Additional Insured with ISO endorsements CG 2010 and CG 20-37. The Contractor's carrier will agree the Waiver Their Rights to Subrogate against the County and 60 Days' Notice of Cancellation to the County directly from the Carrier.

Commercial automobile: \$1M Combined Single Limit BUI & PD per Accident (Occurrence) - The County will be added as an Additional Insured. The Contractor's carrier will agree the Waive Their Rights to Subrogate against the County and 60 Days' Notice of Cancellation to the County directly from the Carrier.

Workers Compensation: Coverage A: Statutory Texas Medical, Accidental Death or Dismemberment and Lost time as mandated by the Texas Workers' Compensation Statute; Coverage B: Employers Liability - \$1M Per Employee Per Accident/ \$1M Per Employee - Disease/ \$1M Policy Aggregate - The Contractor's carrier will agree the Waive Their Rights to Subrogate Against the County and 60 Days' Notice of Cancellation to the County directly from the Carrier.

Contractors Pollution: Occurrence Form - \$1M per Claim/\$3M Policy Aggregate - The County will be added as an Additional Insured. The Contractor's carrier will agree the Waive Their Rights to Subrogate against the County and 60 Days' Notice of Cancellation to the County directly from the Carrier.

LIQUIDATED DAMAGES

For each calendar day in excess of the 150 calendar days allowed to complete the work, liquidated damages shall be deducted from the money due to the Contractor, as is explained in other parts of these contract documents.

LOCAL HIRING

The maximum feasible employment of locals shall be made in the construction of this project. Accordingly, every contractor and subcontractor undertaking to do work on this project shall employ qualified persons who regularly reside in the project area. The Contractor shall provide the local Texas Employment Commission office with a list of all positions which could be filled with local requirements. The Contractor shall give full consideration to all qualified job applicants referred by the local employment service but is not required to employ any job applicants referred whom the Contractor does not consider qualified to perform the classification of work required.

MATERIAL SUPPLIERS

The Contractor will supply, when requested to do so by the Owner, the brand names of major materials and the names and addresses of major materials suppliers and subcontractors.

TECHNICAL SPECIFICATION
GENERAL SCOPE OF THE PROJECT

MIRANDO CITY WATER WELL PROJECT – TRANSMISSION MAIN

MATERIAL TO BE REMOVED

Material to be removed from existing facilities shall be removed by the Contractor and shall become the property of the Contractor for proper and legal disposal or disposition.

NOTIFICATION

It shall be the Contractors responsibility to notify all utility companies and all property owners adjacent to the project 72 hours prior to construction. The notice to property owners shall be in writing in a form acceptable to the Owner.

PAYMENT SCHEDULE

Payment of this work will be made in partial payments for completed work in accordance with the General Conditions if Performance/Payment bonds are furnished. The Contractor shall submit for approval by the Engineer and Owner a Schedule of Values within fifteen calendar days of receiving Notice of Award. This schedule must list in detail all substantial components of the bid items and the cost associated with each component.

PROTECTION OF ADJACENT PROPERTY

It is the Contractors obligation to protect the adjacent property from any damages resulting from his operations. Thus, the Contractor may be required to use special techniques, including but not limited to shrouding, partial shrouding, painting by roller, etc. as required to accomplish this at no further cost to the Owner.

PROTECTION OF FENCES

All fences, yards and drainage features shall be protected by the Contractor against damage from construction. Any fences, yards or drainage features damaged by the Contractor shall be repaired at his expense. All fencing shall be restored in kind.

PERMITS AND LICENSES

The Contractor shall comply with any permit and license requirements of the Owner. The license and/or permits for the work will be issued to the Contractor prior to construction. The Contractor may be required to obtain, at his own expense, and comply with the Texas Pollution Discharge Elimination System Permit (TPDES General Permit TXR 150000) and any other applicable permits.

POWER FOR CONSTRUCTION

The Contractor shall make his own arrangements for electric service and shall purchase all power required for his operation. The contractor shall pay all fees required by the

TECHNICAL SPECIFICATION
GENERAL SCOPE OF THE PROJECT

MIRANDO CITY WATER WELL PROJECT – TRANSMISSION MAIN

electric company regarding arrangements for temporary power. Contact American Electric Power at (866) 797-4839 for information and charges.

PRECONSTRUCTION CONFERENCE

The Contractor will be required to attend a preconstruction conference prior to initiation of the work. The Contractor's project superintendent must be in attendance at this conference.

PRIORITY OF DOCUMENTS

The contract documents are meant to be read, understood, and implemented cumulatively, but where any conflicts are found between the Special Conditions or the General Conditions, Supplemental General Conditions or the Plans, the most stringent requirement or data, in the opinion of the Engineer, shall govern.

PROJECT FOREMAN

The Contractor shall keep on his work during its progress a competent Project Foreman and any necessary assistants. The Project Foreman shall represent the Contractor in his absence and all directions given him shall be binding as if given to the Contractor. Important directions shall be immediately confirmed in writing to the Contractor. Other directions shall be confirmed on written request in each case. The Contractor shall give sufficient supervision to the work, using his best skill and attention.

If the Contractor, in the course of the work, finds any discrepancies between the plans and the physical conditions of the locality, or any errors or omissions in the plans or the layout as given by survey points and instructions, he shall immediately inform the Engineer, in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractors risk.

PROTECTION OF WORK, PROPERTY AND PERSONS

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. He shall at all times safely guard and protect his own work and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract, or by the Owner or his duly authorized representatives.

The Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public, and shall post

TECHNICAL SPECIFICATION
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MIRANDO CITY WATER WELL PROJECT – TRANSMISSION MAIN

danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, trenches and other excavations, and falling materials, and he shall designate a responsible member of his organization on the work site whose duty shall be the prevention of accidents. The name and position of any person so designated shall be reported to the Owner by the Contractor. The person so designated shall be available by phone during non-working hours.

In case of an emergency which threatens loss or injury of property and/or safety of life, the Contractor will be allowed to act without previous instructions from the Owner in a diligent manner. He shall notify the Owner immediately thereafter.

The Contractor expressly undertakes at his own expense:

To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractor;

To provide suitable storage facilities for all materials which are liable to injury by exposure to weather, theft, breakage or otherwise;

To place upon the work, or any part thereof, only such loads as are consistent with safety of that portion of the work;

To clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;

To remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations and to put the site in a neat, orderly condition before final payment; to effect all cutting, fitting or patching of his work required to make the same conform to the plans and specifications and, except with the consent of the Owner, not to cut or otherwise alter the work of any other contractor.

The Contractor shall not, except after written consent from proper parties, enter or occupy with men, tools, materials or equipment, any privately owned land except on easements provided herein.

ROCK EXCAVATION

Contractors are advised that there is no separate pay item for encountering rock. Any rock or rock-like material encountered by the Contractor shall be processed without any extra charge or claim against Owner.

TECHNICAL SPECIFICATION
GENERAL SCOPE OF THE PROJECT
MIRANDO CITY WATER WELL PROJECT – TRANSMISSION MAIN
SAFETY STANDARDS AND ACCIDENT PREVENTION

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

1. Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1979 (Public Law 91-596), and the requirements of Title 20 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register," Volume 36, No. 75, Saturday, April 17, 1971.
2. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
3. Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctors care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
4. The Contractor shall have a competent person or persons, as required under the Occupational Safety and Health Act, on the site to inspect the work and to supervise the conformance of the Contractor's operations with the regulations of the Act.
5. This project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974, and CFR 29, Part 1910 and all subsequent amendments of General Industry Safety and Health Regulations identified as applicable to construction. Contractors are urged to become familiar with the requirements of these regulations.

SANITARY FACILITIES

Contractor shall provide on-site restroom facilities for workers.

SCHEDULE OF WORK

At the Preconstruction Conference, a detailed sequence of work will be submitted by the Contractor to the Owner and is subject to Owner approval. This sequence of work shall be in bar chart form and identify all significant dates of construction completion.

STAKING FOR CONSTRUCTION

The Engineer will provide water main staking at 100 to 300 foot intervals and all major points of alignment change. The Contractor shall provide all other staking or transfer as needed for his operation. Any restaking shall be the Contractor's responsibility.

TECHNICAL SPECIFICATION
GENERAL SCOPE OF THE PROJECT
MIRANDO CITY WATER WELL PROJECT – TRANSMISSION MAIN
STATE SALES TAX

The Owner is an exempt entity for the purposes of sales taxes.

The purchase of tangible personal property or a taxable service for this project is exempt from sales tax to the extent allowed by the House Bill No. 85.

Bidders must include all applicable taxes in the cost of his work.

TESTING

All bacteriological and hydrostatic testing must be conducted in the presence of the Owner's representative who will be provided 48 hour notice prior to need. Testing will only be conducted during regular working hours (8-5 weekdays, no holidays). Flushing of lines will be conducted only upon authorization. Bacteriological samples will be delivered and paid by the Contractor to an approved laboratory. The Contractor shall install temporary blow-off assemblies as required to load, flush and test the water main at no additional cost to the Owner. All such temporary flush points shall be sealed water tight after construction completion.

The Contractor will be responsible for providing quality control testing for this project. An allowance for these costs has been provided in the bid forms. Prior to construction the Contractor shall select an Owner approved, licensed testing company to perform field testing. A testing cost schedule shall be submitted by the laboratory for approval. The Owner will reimburse the Contractor according to this schedule for tests required by the Owner's inspector during the course of construction. Reports shall be submitted to the Owner and the Engineer. The Owner may elect to do other testing.

Trench Backfill:

Take at least one (1) proctor (moisture, density relationship) per 1,000 feet trench per lift, or as otherwise determined by the Owner's inspector.

WARRANTY

The Contractor shall warrant the work performed against defect in materials and workmanship for a period of one year after acceptance by the Owner. Warranty work will be performed by the Contractor within a reasonable Time of Notice given by the Owner. Failure to respond in a timely fashion will be cause for the Owner to perform the warranty work at the Contractors expense. Contractor repairs under the warranty will carry an additional 90 day warranty period, unless otherwise noted.

TECHNICAL SPECIFICATION
GENERAL SCOPE OF THE PROJECT
MIRANDO CITY WATER WELL PROJECT – TRANSMISSION MAIN
WATER FOR CONSTRUCTION

The Owner shall provide water for construction at no charge to the Contractor. The Contractor shall make all necessary connections and shall transport all water at his/her own expense. Some non-compensable delay in furnishing water may be experienced by the Contractor if the water supply is being curtailed by the Owner for some reason. In this event, the Contractor agrees that he will need to procure water from some alternate source at his sole expense. The Owner reserves the right to terminate this water privilege for excessive use, or for any other misuse.

The Contractor may be required to pay a deposit for a fire hydrant meter, which deposit will be returned when the fire hydrant meter is returned in good condition.

WORKING HOURS

Work on Sundays or accepted holidays is prohibited unless authorized by the Owner three working days in advance of the day requested. Work on Saturday may be pursued if it does not require the Owner's inspector to be present. Work will be accomplished during daylight hours unless authorized for emergency situations by the Owner.

Performance of this work is not payable directly but shall be considered as a subsidiary obligation of the Contractor.

WORK PERIODS

Work may be pursued on the contract during daylight hours except when such work will interfere with the production of water from the existing facilities. This work, which will curtail water production, will be pursued during the night when demand is the least. All such work will be coordinated with the water superintendent.

SPECIAL TECHNICAL SPECIFICATION 104 PVC WATER MAINS

DESCRIPTION

This item includes the furnishing of all plant, labor, equipment and materials and the performance of all operations required to complete the PVC piping work indicated and specified including excavation, bedding, backfill, placement, testing, and all other piping work and appurtenances required to complete the work.

MATERIALS

PLASTIC PIPE (AWWA C900 & AWWA C905)

Plastic pipe shall meet the requirements of AWWA C900 or AWWA C905, as called for in plans, and each length of pipe shall be so labeled. Each length of pipe must also show the diameter and the commercial standard which is applicable to the type of pipe specified. Pipe and fittings shall be made from clean, virgin, NSF approved Type I Grade 1 polyvinyl chloride conforming to ASTM resin specification D1784-60T.

The pipe shall be extruded from PVC meeting the requirements of Cell Classification 12454-A or 12454-B as defined in ASTM D 1784, PVC Compounds. The PVC shall also be approved by the National Sanitation Foundation (NSF) for use in potable water pipe.

The pipe shall be manufactured to cast iron size (CIS) outside diameter with DR's and tolerances in compliance with ASTM D 2241, Polyvinyl chloride (PVC) Plastic Pipe, DR, PR. All PVC pipe 4" to 12" in diameter shall be DR-18, AWWA Pressure Class 235 main. All PVC pipe 16" to 24" in diameter shall be DR-18, AWWA Pressure Class 235 main.

The pipe shall have an integral bell end and the gasket seal shall be REINFORCED WITH A STEEL BAND or other rigid material. The joint shall be in compliance with the requirement of ASTM D 3139, Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals. Solvent weld joints will not be considered.

The pipe marking shall include:

- (A) Nominal size and O.D. base (e.g., 8" and 12" CIS).
- (B) Material code designation (PVC 1120).
- (C) Pressure Class and Dimension Ratio (DR)
- (D) AWWA C900 or AWWA C905
- (E) Manufacturer's name or trademark and production code.
- (F) Seal of the testing agency that verified the suitability of the pipe material for potable water service (NSF).

Plastic fittings for 3" PVC and smaller pipe shall be used. No direct measurement or payment will be made for plastic fittings, but shall be considered subsidiary to the cost of the pipe.

SPECIAL TECHNICAL SPECIFICATION 104 PVC WATER MAINS

PIPE RESTRAINTS

All push on pipe sections identified in the plans as “restrained” shall be fastened together to prevent movement at each pipe bell and spigot connection using an approved pipe joint restraint system meeting the “Pipe Joint Restraint System” specification contained separately herein. These bell restraints shall be installed in addition to the pipe fitting restraints specified separately herein and shown in the plans.

PIPE CUTTING AND JOINTING

The cutting of all pipe shall be done with standard wheel pipe cutters. Pipe may be cut in the field and field machined for coupling purposes. Standard adapters and pre-machined sections may be used where required.

Joining Pipe: (1) Cleaning Before Jointing: The machined ends of pipe to be jointed, the coupling grooves and rubber rings shall be cleaned immediately before assembling. (2) Assembly of the Coupling: The assembly shall be made as recommended by the manufacturer. (3) Checking Rubber Ring Locations: The location of field assembled rings shall be checked with a suitable gauge to verify that rubber rings are in the required position. (4) Deflection of Pipe at Joints: Pipe shall not be deflected either vertically or horizontally in excess of that recommended by the manufacturer.

EXCAVATION

Excavation shall comply with the requirements of the plans and the City’s “Excavation and Backfill for Utilities” specification.

During excavation, material suitable for backfilling shall be stockpiled in orderly and manner a sufficient distance from banks of the trench to avoid overloading and to prevent slides or cave ins. All excavated materials not required or suitable for backfill shall be removed and properly disposed of by the Contractor or as directed by the Engineer. Grading shall be done as may be necessary to prevent surface water from flowing into trenches or other excavations, and any water accumulating therein shall be removed by pumping or by other approved methods.

Sheeting and shoring shall be installed in accordance with safety requirements for the protection of the work, adjoining property, and for the safety of the personnel. Unless otherwise indicated, excavation shall be by open cut, whether by hand, backhoe, ram-hoe, rock saw, or other method as necessary. Short sections of a trench may be tunneled, if in the opinion of the Engineer representing the Owner, the pipe or structure can be safely and properly installed or constructed, and backfill can be properly compacted in such tunnel sections.

**SPECIAL TECHNICAL SPECIFICATION 104
PVC WATER MAINS**

MINIMUM COVER

The pipe depth shall be in strict accordance with the grades shown on the plans. All other water lines shall have a minimum 42" cover or 36" under ditches unless otherwise noted on plans or called out on permits or where transition depth is needed.

INITIAL BACKFILL

Initial backfill around and to the top of the water main pipe shall be select material composed of well graded stone or gravel conforming to the following requirements:

<u>ZERO PI SAND (6" to 16" Mains)</u>	<u>Percent</u>
Retained on 3/8" sieve.....	0-5
Retained on 1/4" sieve.....	0-15
Retained on No. 40 sieve.....	0-25
Retained on No. 80 sieve.....	10-80
Retained on No. 200 sieve.....	80-100

A conductive tracer detection tape with a protective, inert, plastic jacket and UPWA Uniform Color Code shall be centered over the proposed main between the initial backfill and secondary backfill per manufacturer's installation recommendations if shown on the plans.

SECONDARY BACKFILL

Above the initial backfill, the secondary backfill shall comply with the requirements of the plans and the City's "Excavation and Backfill for Utilities" specification.

Outside of street or driveway right of way, backfill above initial backfill shall be with excavated material placed so as not to settle. Contractor shall warrant ditch trench against settlement for one year.

All trenches within the right-of-way of the Texas Department of Transportation (TxDOT) or County road right-of-ways shall be mechanically compacted to prevent settlement and shall not be left to settle. Disturbed soil shall be vegetated and watered in accordance with the TxDOT permit conditions.

FLOWABLE BACKFILL

Cement Stabilized (Flowable) Backfill shall be plant mixed meeting the requirements of Item 401 of the Texas Department of Transportation's 2004 *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges*.

SPECIAL TECHNICAL SPECIFICATION 104 PVC WATER MAINS

ROCK EXCAVATION

Contractors are advised that there is no separate measurement or payment for encountering rock. Soil bore samples have not been logged along the project length. The Contractor shall investigate and include the cost of all excavation in the unit price bid for water mains.

HANDLING OF PIPE AND ACCESSORIES

The Contractor will coordinate with the Owner's representative to have each load of pipe inspected before unloading. Each load of pipe must be accompanied by a letter from the manufacturer which indicates the date of manufacturer and certifies that each joint has been inspected and meets the requirements of the specifications. All pipe shall be delivered free of "cuttings" or other debris and uniform in appearance.

If the onsite inspection of the pipe reveals any defects, the entire load will be rejected and will not be unloaded. Onsite inspections by the Owner does not relieve the Contractor of quality control requirements. All requests by the Contractor for pipe truck load inspections will be coordinated 24 hours in advance with the Owner. The Owner's representative will be available for such verifications only during regular working hours (Weekdays 8AM – 5PM, no holidays).

Pipe and accessories shall, unless contrary instructions are received and after the Owner has inspected the pipe, be unloaded at the point of delivery, hauled to, and distributed at the site of the project by the Contractor. They shall at all times be handled with care to avoid damage. Whether moved by hand, skidways, or hoists, materials shall not be dropped or bumped. Stacking pipe above four feet (4') is prohibited. All handling techniques must be approved by the pipe manufacturer. All PVC pipe shall be stored in the shade or suitably covered and shall not be exposed more than 24 hours.

PIPE LAYING

After the trench has been carefully graded and all coupling and bell holes excavated, each piece of pipe shall be examined for defects, cut to the correct length, and the interior of the pipe and the pipe ends thoroughly cleaned of all foreign materials prior to placing same in the trench in an approved manner. The pipe, valve, fitting, etc., shall be properly made. Each length of pipe shall rest on the bottom of the properly bedded trench throughout its entire length. Should a damaged piece of pipe furnished by the Contractor be placed in the line, the Contractor shall furnish at his expense, all labor, equipment and materials required for removing and replacing the defective pipe.

No pipe shall be laid in trench containing water. There will be no separate payment for trench dewatering or the materials, equipment, or labor required to reestablish wet trenches to the conditions and specifications required herein. All such costs shall be considered subsidiary to the water main unit bid price.

SPECIAL TECHNICAL SPECIFICATION 104 PVC WATER MAINS

Whenever the laying of pipe is discontinued for the day or for an indefinite period, a watertight cap or plug shall be placed on the end of last joint of pipe laid. All trenches shall be backfilled to subgrade level at the end of each day or covered with traffic grade steel plates. All open trenches shall be protected with construction fences and barricades at all times. If livestock are in the area, trenches shall be suitably protected to prevent injury to animals.

TIE INTO EXISTING MAINS

The Contractor shall make all ties to existing mains required by the plans as soon as pipe laying reaches the designated location, after the new main has been accepted for service by the Owner. Ties to existing mains shall consist of wet and dry connections. "Wet connection" is a connection to a water main under pressure and is made by a pipe tapping machine without interrupting service to customers. A "dry connection" is a connection to a water main, while the main is empty.

The cost to furnish and install all materials used in making tie-ins, such as extra pipe, thrust restraint systems, sleeves, couplings, caps, plugs, etc., will not be paid for separately, but will be considered fully subsidiary to "Interconnections", when such an item is provided in the bid schedule, as described below. For all other interconnections, all related costs shall be included in the unit bid price of various pipe bid items. Relaying of existing lines to achieve grade or alignment will not be paid for separately. Abandoned mains shall be concrete capped.

The Contractor will confer with the Owner as to the time for making interconnections or wet connections, and the Owner's representative shall be present when any interconnections are made. There is no additional payment for night or weekend work if required by the County for interconnections. The Contractor will not operate existing valves except as authorized by the Owner.

In general, interconnections will not be paid for separately with new lines that are being constructed in accordance with the plans. However, where the plans require the Contractor to tie onto an existing main, the cost of this "interconnection" will be paid for as a separate bid item. Where necessary, the Contractor shall furnish, install, and remove any necessary "jumpers", taps and temporary blow-offs needed to test and flush new mains prior to connection to existing lines.

HYDROSTATIC TESTS AND DISINFECTION

Each line shall be closed at the ends and hydrostatically tested and disinfected in accordance with the City's "Hydrostatic Tests for Pressure Mains" and "Disinfection of Potable Water Mains" specifications.

Typically, water for testing shall be provided by the Owner for main loading and flushing from the various interconnection points. Excessive flushing in the opinion of the Engineer may cause the Owner to revoke this privilege. The Owner reserves the right at

SPECIAL TECHNICAL SPECIFICATION 104 PVC WATER MAINS

all times to require the Contractor to purchase water for testing and other operations from a metered take point. Mains shall be loaded and tested in incremental segments (2,500 feet max.) that coincide with proposed hydrant and valve facilities. If such facilities are not proposed in the plans the Contractor shall install temporary blow-off assemblies as required to load, flush and test the water main at the designated increments at no additional cost to the Owner.

CLEARING, CLEANING AND RESTORATION OF THE SITE

The pipeline right-of-way and/or easement area shall be cleared of vegetation and deleterious material in accordance with City Specification Section 402, Clearing and Grubbing. Clearing shall be limited to the minimum extent required to install the proposed pipeline. There will be no separate measurement or payment for site clearing and grubbing. All related costs shall be included with and considered fully subsidiary to the water main unit bid price.

After the backfilling is completed, all excavated material not required or acceptable for backfill and all rubbish shall be disposed of by the Contractor at his/her own expense. Excavated rock shall be disposed of by the Contractor off-site. The property Owner shall have the first right of refusal on all excavated rock materials. Rock will not be buried in the trench line.

No excavated material will be removed from the job site without permission from the Engineer and the land Owner. The Contractor shall restore all disturbed areas to their original condition, except that, with approval by the Project Inspector and the land Owner, he may leave a sufficient windrow of dirt over uncompacted backfill to care for future settlement. After the work is completed, the Contractor shall remove all tools and equipment used by him, leaving the entire site free, clean, and in as good a condition as existed prior to the start of the work. Any driveways or shape contours along the route of the work shall be restored to prevent erosion or ponding.

MEASUREMENT AND PAYMENT

The length of pipe to be paid for shall be the number of lineal feet of pipe in place, completed, approved and accepted, measured along the centerline of the pipe. The several classes, types, and sizes shall be measured separately where provided in the bid proposal. All fittings shall be included in the footage as typical pipe section in the pipeline being measured.

The costs to furnish and install the pipe with associated excavation, backfill, appurtenances, testing, disinfection, and incidentals specified herein and shown in the plans shall be included with and considered fully subsidiary to the per lineal foot unit bid price of the associated pipe. Separate payment will be made for ductile iron fittings, interconnections, valves, and other items only where specifically provided in the bid proposal. Fittings and appurtenances specifically related to separate, listed bid items shall be included with those unit bid prices. All other costs, including materials, labor,

SPECIAL TECHNICAL SPECIFICATION 104
PVC WATER MAINS

and equipment required for the satisfactory completion of the project, as determined by the Engineer, must be included with and will be considered fully subsidiary to the unit bid price for the installation of the water main pipe.

At the County's discretion, seventy percent (70%) of the applicable water main pay item, less retainage will be released after pipe installation and backfill to natural grade. The remaining thirty percent (30%), less retainage is due only after acceptance of the pressure, bacteriological, and trench density tests. This allowance is subject to the construction sequence and testing requirements outlined separately in the plans and specifications.

SPECIAL TECHNICAL SPECIFICATION 130 DUCTILE IRON FITTINGS

DESCRIPTION: This item shall consist of grey-iron and ductile-iron fittings installation and adjustment installed in accordance with these specifications and as directed by the Engineer.

MATERIALS & CONSTRUCTION:

The materials for grey-iron and ductile-iron fittings installation shall conform to American National Standard for Ductile-Iron (ANSI)/ American Water Works Association (AWWA) C153/A21.53, Compact Fittings 3-inch through 64-inch and ANSI/AWWA C110/A21.10, Full Body Fittings 3-inch through 48-inch for Water Service.

All fittings shall be either restrained mechanical joint compact or flanged joint unless otherwise specified on the plans or in the contract documents. All mechanical joint compact fittings shall be installed using approved restraining glands; no separate payment will be made for these restraining glands. Approved adapters shall be used where necessary to provide a transition between pipes and/or fittings of differing outside diameters. Thrust blocking shall only be utilized, in addition to restraining glands, if specified on the plans, when tying-in to existing non-restrained pipe, or when approved by the Engineer and Inspector. Anti-corrosion protection consisting of polyethylene sleeve and asphaltic material for ferrous surfaces shall be applied to exterior surfaces of all fittings installed. Anti-corrosion embedment shall be provided as specified in "Excavation, Trenching and Backfill" or when shown in the plans and no separate payment will be made for this embedment or wrapping. All pipe and fittings shall be suspended above ground to be inspected for defects by the Contractor.

All ductile iron fittings shall be manufactured in the United States of America. Written certifications must be submitted for approval prior to delivery. All nuts, bolts, and fasteners shall be fabricated from Type 316 stainless steel.

MEASUREMENT: Ductile-Iron and Fittings will be measured by their weight as listed in Table 130 of this specification of the various sizes of fittings installed.

PAYMENT: Payment for Mechanical Joint Compact fittings (AWWA) C153/A21.53 and/or flanged fittings will be made at the unit price bid for each ton of fittings to the nearest one-hundredth of a ton of all types and sizes installed and will be based upon the weights of fittings shown in Table 130 that follows herein. Such payment shall also include full compensation for excavation, selected embedment material, anti-corrosion embedment when specified, hauling and disposition of surplus excavated materials, polyethylene sleeve, asphaltic material for ferrous surfaces, all glands, nuts, bolts, gaskets and concrete reaction and thrust blocking and joint restraint systems. Contractor will provide quantities and unit weights with pay requests based solely on the weights provided in Table 130. If fittings other than those listed in Table 130 are approved and installed, the Contractor shall provide quantities and manufacturers unit weights exclusive of glands, bolts, restraints, and rubbers with pay request.

**SPECIAL TECHNICAL SPECIFICATION 130
DUCTILE IRON FITTINGS**

TABLE 130

WEIGHTS OF GREY-IRON AND DUCTILE-IRON FITTINGS (LBS.)							
BENDS							
Size (Inches)	MJ Compact (C153)	MJ (C110)	FLG SB	Size (Inches)	MJ Compact (C153)	MJ (C110)	FLG SB
1/4 Bend (90 Degrees)				1/8 Bend (45 degrees)			
4	25	55	44	4	21	51	36
6	43	86	67	6	35	75	57
8	61	125	115	8	50	110	105
12	119	258	236	12	96	216	196
16	264	454	478	16	200	345	315
20	447	716	878	20	337	555	485
24	602	1105	1085	24	441	777	730
30	979	1740	1755	30	775	1393	1355
36	1501	2507	2135	36	1140	2163	1755
42	2277	3410	3055	42	1652	2955	2600
48	3016	4595	4095	48	2157	4080	3580
BENDS							
Size (Inches)	MJ Compact (C153)	MJ (C110)	FLG SB	Size (Inches)	MJ Compact (C153)	MJ (C110)	FLG SB
1/16 Bend (22-1/2 Degrees)				1/32 Bend (11-1/4 degrees)			
4	18	50	35	4	17	50	40
6	32	75	64	6	30	73	56
8	46	110	90	8	42	109	90
12	85	220	194	12	74	220	193
16	175	354	315	16	153	354	315
20	314	550	505	20	265	553	505
24	414	809	528	24	339	815	760
30	668	1500	1385	30	603	1410	1395
36	963	2182	1790	36	830	2195	1805
42	1354	3020	2665	42	1210	3035	2680
48	1790	4170	3665	48	1523	4190	3695

**SPECIAL TECHNICAL SPECIFICATION 130
DUCTILE IRON FITTINGS**

TABLE 130 *continued*

WEIGHTS OF GREY-IRON AND DUCTILE-IRON FITTINGS (LBS.)				
TEES				
Size (Inches)		Weight		
Run	Branch	MJ Compact (C153)	MJ (C110)	FLG Short Body
3	3	26	56	53
4	3	31	76	54
	4	34	80	60
6	4	51	114	90
	6	60	124	98
8	4	67	163	155
	6	78	175	148
	8	90	188	179
12	4	104	316	322
	6	117	325	297
	8	130	339	346
	12	169	407	369
16	6	223	563	573
	8	243	565	555
	12	289	615	590
	16	327	676	635
20	6	343	750	773
	8	378	766	720
	12	412	799	816
	16	513	975	950
	20	574	1068	1005

WEIGHTS OF GREY-IRON AND DUCTILE-IRON FITTINGS (LBS.)				
TEES				
Size (Inches)		Weight		
Run	Branch	MJ Compact (C153)	MJ (C110)	FLG Short Body
24	6	475	1035	1089
	8	482	1047	1060
	12	548	1075	1125
	16	636	1109	1070
	20	751	1504	1510
	24	801	1617	1685
30	8	739	1808	-
	12	785	1842	1801
	16	959	1885	-
	20	1034	1941	-
	24	1270	2496	2475
	30	1386	2531	2615
36	24	1560	2710	2255
	30	1935	3545	3000
	36	2040	3686	3160
42	24	2498	3690	3245
	30	2540	4650	4125
	36	3064	4880	5360
	42	3258	6320	5580
48	24	2955	4995	4385
	30	3179	5140	4455
	36	4095	6280	5555
	42	4298	8130	7195
	48	4541	8420	7385

**SPECIAL TECHNICAL SPECIFICATION 130
DUCTILE IRON FITTINGS**

TABLE 130 *continued*

WEIGHTS OF GREY-IRON AND DUCTILE-IRON FITTINGS (LBS.)				
CROSSES				
Size (Inches)		Weight		
Run	Branch	MJ Compact (C153)	MJ (C110)	FLG Short Body
3	3	34	70	-
4	3	42	90	-
	4	44	105	-
6	4	63	140	-
	6	74	160	160
8	4	88	185	185
	6	97	205	205
	8	105	239	234
12	4	114	340	-
	6	135	360	360
	8	151	382	385
	12	199	493	495
16	6	250	575	575
	8	270	619	605
	12	332	680	-
	16	409	811	790
20	6	350	760	-
	8	379	822	790
	12	413	883	860
	16	550	1117	1085
	20	598	1274	1230

WEIGHTS OF GREY-IRON AND DUCTILE-IRON FITTINGS (LBS.)				
CROSSES				
Size (Inches)		Weight		
Run	Branch	MJ Compact (C153)	MJ (C110)	FLG Short Body
24	6	566	1025	-
	8	578	1085	1045
	12	610	1153	1110
	16	663	1256	1200
	20	975	1733	1675
	24	924	1835	1835
30	8	650	1795	-
	12	870	2128	1865
	16	900	2373	-
	20	1220	2060	-
	24	1497	2675	2675
	30	1808	3075	3075
36	24	1853	2928	2980
	30	2580	3965	-
	36	2698	4370	4370
42	24	2415	3910	-
	30	2920	5040	-
	36	3788	5425	-
	42	4017	6166	7145
48	24	3435	5210	-
	30	4145	5495	-
	36	4873	6790	-
	42	5465	8815	-
	48	5959	9380	-

**SPECIAL TECHNICAL SPECIFICATION 130
DUCTILE IRON FITTINGS**

TABLE 130 *continued*

WEIGHTS OF GREY-IRON AND DUCTILE-IRON FITTINGS (LBS.)				
CAPS			PLUGS	
Size (Inches)	MJ Compact (C153)	MJ (C110)	MJ Compact (C153)	MJ (C110)
4	10	17	12	16
6	16	29	19	28
8	24	45	30	46
12	45	82	54	85
16	95	160	97	146
20	141	235	146	218
24	193	346	197	350
30	358	658	381	617
36	627	889	688	861
42	893	1269	1200	1189
48	1076	1684	1550	1544

**SPECIAL TECHNICAL SPECIFICATION 130
DUCTILE IRON FITTINGS**

WEIGHTS OF GREY-IRON AND DUCTILE-IRON FITTINGS (LBS.)				
SOLID SLEEVES				
Size (Inches)	Weight			
	MJ Short Compact (C153)	MJ Long Compact (C153)	MJ Short (C110)	MJ Long (C110)
4	17	21	35	46
6	28	35	45	65
8	38	48	65	86
12	57	77	113	143
16	127	172	190	257
20	201	258	233	359
24	264	337	340	481
30	500	651	690	985
36	725	960	947	1344
42	877	1209	1115	1648
48	1406	1516	1385	2056

TABLE 130 *continued*

**SPECIAL TECHNICAL SPECIFICATION 130
DUCTILE IRON FITTINGS**

WEIGHTS OF GREY-IRON AND DUCTILE-IRON FITTINGS (LBS.)			
CONCENTRIC REDUCERS			
Size (Inches)		Weight	
Large End	Small End	MJ Compact (C153)	MJ (C110)
6	4	27	59
8	4	38	81
8	6	41	95
12	4	70	136
12	6	69	150
12	8	70	167
16	6	134	234
16	8	136	258
16	12	126	310
20	12	198	427
20	16	219	492
24	12	281	562
24	16	295	633
24	20	316	727
30	16	556	965
30	20	549	1085
30	24	451	1204
36	20	901	1459
36	24	724	1580
36	30	611	1868
42	24	1356	2060
42	30	1087	2370
42	36	1030	2695
48	30	1794	3005
48	36	1534	3370
48	42	1448	3750

**SPECIAL TECHNICAL SPECIFICATION 130
DUCTILE IRON FITTINGS**

TABLE 130 *continued*

WEIGHTS OF GREY-IRON AND DUCTILE-IRON FITTINGS (LBS.)		
2" Tapped Tees and Crosses		
Size (Inches)	Weight	
	MJ Compact (C153)	MJ (C110)
4	24	47
6	36	71
8	54	97
10	69	130
12	87	169
20	-	259
24	-	320

WEIGHTS OF GREY-IRON AND DUCTILE-IRON FITTINGS (LBS.)		
OFFSETS		
Size (Inches)	Weight	
	MJ Compact (C153)	MJ (C110)
4 x 6	35	75
4 x 12	55	85
6 x 6	35	111
6 x 12	67	139
6 x 24	96	191
8 x 6	82	166
8 x 12	98	210
8 x 24	141	295
12 x 6	121	320
12 x 12	178	420
12 x 24	215	630
20 x 12	-	925
20 x 24	-	1245

**SPECIAL TECHNICAL SPECIFICATION 138
COMBINATION AIR RELEASE AND AIR VACUUM VALVE**

DESCRIPTION

This item shall govern the furnishing of all materials and doing of all the work required to install combination air release/air vacuum valves and concrete vaults of the size and type shown on the plans and as specified herein.

MATERIALS

1" Combination Air Release/Air Vacuum Valve:

Shall be of the single housing style that combines the operating features of both an Air/Vacuum and Air Release Valve. The Combination Air Valve shall have 1" Threaded inlet and outlet connections and a 1" diameter orifice for a maximum working pressure of 250 PSI. The Combination Air Valve shall be model no. D-040-C as manufactured by A.R.I. Flow Control Accessories, or approved equivalent.

Piping: 1" Type 316 stainless steel or brass pipe, threaded to match air valve and service saddle.

Service Saddles: Mueller BR2S (4"-16" mains), Ford FCD202 Series (4"-24" mains), Smith Blair Model 366 (18"-42" mains), or approved equivalent. All nuts, bolts, bands shall be 316 stainless – ductile iron parts shall be epoxy coated 12 mils thick and wrapped in polyethylene, as specified separately herein.

Housing Vault: 27"x18" Commercial meter box, DFW 1324C-12, or approved equivalent, and painted blue.

Valve: 1" Stainless Steel ball valve with hand lever shall be manufactured in the United States. Written certifications must be submitted for approval prior to delivery.

SHOP DRAWINGS

Shop drawings for all components listed, showing conformance to the plans and these specifications shall be submitted to the Engineer for advanced approval prior to furnish or install.

CONSTRUCTION METHOD

The combination air release/air and vacuum valves shall be installed in a vertical position at the locations shown on the plans in accordance with the manufacturer's instructions and as shown on the detail in the plans. The tap to the main service line shall be made in accordance with the installation instructions for services.

**SPECIAL TECHNICAL SPECIFICATION 138
COMBINATION AIR RELEASE AND AIR VACUUM VALVE**

MEASUREMENT

“Combination Air Release and Air Vacuum Valve” will be measured per each unit completed and approved for the various sizes listed in the bid proposal.

PAYMENT

Combination Air Release/Air and Vacuum Valve” will be paid for at the unit price bid per each for the various sizes, which price shall be full compensation for furnishing all materials, equipment, labor including but not limited to combination air release/air vacuum valves, piping, housing vaults or boxes, valves, service saddles, tapping sleeves, fittings, joint restraints and all incidentals necessary to complete the work and make the unit function as intended.