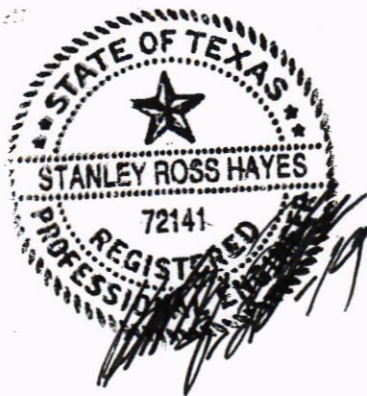


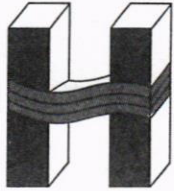
CORNERSVILLE WATER SUPPLY COPORATION,
HOPKINS COUNTY TxCDBG #7218211

WATER MAIN IMPROVEMENTS

August, 2019



HAYES ENGINEERING, INC.
Texas Registered Engineering Firm F-1465
2126 Alpine St.
Longview, TX 75601
(903) 758-2010



HAYES ENGINEERING, INC.

Texas Registered Engineering Firm F-1465 www.hayesengineering.net
2126 ALPINE ST. LONGVIEW, TX 75601-3401
V 903.758.2010 F 903.758.2099

TO: ALL PLAN HOLDERS

ADDENDUM NO. 1

Page 1 of 1

DATE: October 17, 2019

PROJECT: Hopkins County for Cornersville WSC, TxCDBG #7218211
Water Main Improvements

The Plans, Specifications, and Contract Documents for the above referenced project are hereby modified as follows:

1. PLANS: Sheet 3 of 7

DELETE: "Tie into existing 8" W.M."

ADD: "Tie into existing 6" W.M."


CLARIFICATION: Fittings and valves shown in the note do not change.

2. BID PROPOSAL:

DELETE: Bid Proposal, pages B-1 through B-3

ADD: Attached Bid Proposal, pages B-1 through B-3

ADDENDUM NO. 1 ISSUED BY
HAYES ENGINEERING, INC.


Stanley R. Hayes, P.E.
Principal

SRH/sbc

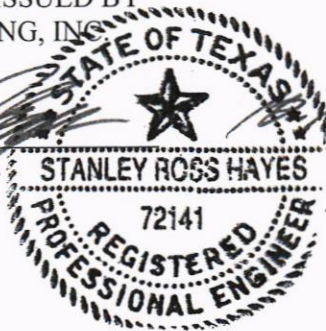


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BID DOCUMENTS

Construction Advertisement and Invitation for Bids

Hopkins County will receive bids in the County Judge's office located at the Hopkins County Courthouse, 118 Church St., Sulphur Springs, TX 75482, for **Water Main Improvements for Cornersville Water Supply Corporation, TxCDBG #7218211** until **2:00 p.m.** on **Tuesday, October 22, 2019**. The bids will be publicly opened and read aloud at that stated place, time and date.

The project will consist of constructing approximately 13,900 LF of 8" water main and related appurtenances. Bid/Contract Documents, including Drawings and Technical Specifications are on file at Hayes Engineering, Inc., 2126 Alpine St., Longview, TX 75601, (903) 758-2010. Copies of the Bid/Contract Documents/Plans may be obtained for **\$30 (no refunds)** from the Engineer.

A bid bond in the amount of 5 percent of the bid issued by an acceptable surety shall be submitted with each bid [for those contracts that exceed \$100,000]. A certified check or bank draft payable to **Hopkins County, Texas** or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Texas Department of Agriculture Office of Rural Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin. Adherence to the grant recipient's Section 3 Policy is required for contracts and subcontracts in excess of \$100,000.00.

Hopkins County reserves the right to reject any or all bids or to waive any informalities in the bidding. Bids may be held by Hopkins County for a period not to exceed 60 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

Hopkins County, Texas Robert Newsom, County Judge

All contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project. Hopkins County does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, or disability. Hopkins County is an affirmative action/equal opportunity employer and encourages participation by Section 3 residents and businesses.

Advertising Dates: Thursdays, October 3rd and 10th, 2019

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION

1. Use of Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document.

2. Interpretations or Addenda

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

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

3. Inspection of Site

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

4. Alternate bid items

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

5. Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, Certification of Bidder Regarding Civil Rights Laws and Regulations, Local Opportunity Plan, Conflict of Interest Questionnaire, Non-collusion Affidavit of Prime Bidder, Certification Regarding Lobbying, and the Statement of the Bidder's Qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.

- d. The City / County may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Modifications Prior to Bid Opening

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

7. Bid Bond

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

8. Statement of Bidders Qualifications

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

9. Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

10. Corrections:

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

11. Time for Receiving Bids

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

12. Opening of Bids

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

13. Withdrawal of Bids

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

14. Award of Contract/Rejection of Bids

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

15. Execution of Agreement/Performance and Payment Bonds

- a. Performance Bonds - Requires all prime contractors which enter into a formal contract in excess of \$100,000 with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to obtain a Performance Bond in the amount of the contract before commencing with work
- b. Payment Bonds- Requires all prime contractors which enter into a formal contract with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to furnish to the governmental entity a payment bond in the amount of the contract. The payment bond must be filed within 30 days from the date of the Notice of Award:
 - o Municipalities: If the contract is in excess of \$50,000, a payment bond is required.
 - o Counties: If the contract is in excess of \$25,000, a payment bond is required.
- c. The failure of the successful bidder to execute the agreement and supply the required bonds within thirty (30) days from the date of the notice of award-or within such extended period as the locality may grant, shall constitute a default and the locality may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the locality may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.

16. Wages and Salaries

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

17. Equal Employment Opportunity

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

18. Certification Regarding Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

OFFICE USE ONLY

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

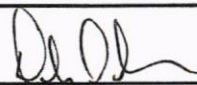
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

10-21-19
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

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?

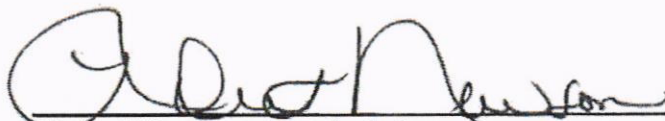
The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

SECTION 3 POLICY

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

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

As officers and representatives of Hopkins County, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.



Robert Newsom, County Judge

11-13-18

Date

§ 135.38 Section 3 clause.

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

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

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

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

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

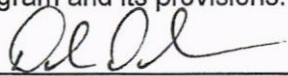
G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

D&D Pipeline Consultants LLC (name of company) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within Hopkins County, Texas

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

As officers and representatives of D&D Pipeline Consultants LLC, we the undersigned have read and fully agree to this Plan and the Grantee's Section 3 Plan, and become a party to the full implementation of the program and its provisions.


Signature

Dale Dodson
Printed Name

Managing Member
Title

10-21-19
Date

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated \$ Amount Local Business
Materials	3	90000	1	6000
Fuel	1	10000	1	10000

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LMI Residents (Section 3)
Operator	2	2	0	0
pipelayer	2	1	1	1
laborer	4	3	1	1
CDL Driver	1	1	0	0
Foreman	1	1	0	0
Totals	10	8	2	2

Instructions for Proposed Contracts Breakdown and Estimated Project Workforce Breakdown

Proposed Contracts Breakdown

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

No. of Contracts – Number of contracts under this category

Approximate Total Dollar Amount – Total amount of each contract

Estimated No. to Local Business – Number of contracts awarded to local businesses and Section 3 businesses

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

Estimated Project Workforce Breakdown

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

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

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

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

Number of Positions to Fill with Low to Moderate Income (Section 3) Residents – List the number of local residents earning low to moderate incomes that you plan to employ to fill the estimated positions not filled

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The D&D Pipeline Consultants LLC does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) D&D Pipeline Consultants LLC

(Address) 717 E Loop 281

Longview TX 75605
City State Zip

Telephone Number (903) 720 - 3821 Voice

() _____ - _____ TDD

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

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

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

Dave D Pipeline Consultants LLC
NAME AND ADDRESS OF BIDDER (include ZIP Code)

*717 E Loop 281
Longview TX 75605*

CERTIFICATION BY BIDDER

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

Yes

No

The undersigned hereby certifies that:

The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).

The Equal Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).

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

Yes

No

Dale Dodson managing member
NAME AND TITLE OF SIGNER (Please type)

SIGNATURE



10.21.19
DATE

Certification Regarding Lobbying

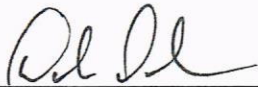
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

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



Signature of Contractor's Authorized Official

Dale Dodson - Managing Member
Printed Name and Title of Contractor's Authorized Official

10-21-19
Date

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

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

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

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

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

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Date: 10-21-19
Bidder (Legal Name of Firm): D+D Pipeline Consultants LLC
Date Organized: 1-2006
Name of Owner(s): Dale + Melissa Dodson
Address: 717 E Loop 281
Longview TX 75605
Date Incorporated: 8-16-19
Federal ID Number: 24-3237041

Number of Years in contracting business under present name 13

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

Excel Utility Const. LLC, D+D Pipeline Consultants DBA

Work Presently Under Contract:

Contract	Amount \$	Completion Date
<u>Hailey Dr. WATER</u>	<u>250,000</u>	<u>10-19</u>
<u>Paros 12" water 8" sewer</u>	<u>900,000</u>	<u>4-20</u>
<u>Gilmer High School</u>	<u>750,000</u>	<u>8-20</u>

Type of work performed by your company: Underground

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):
35

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

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

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

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

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

Project	Amount \$	Mo/Yr Completed
<u>ECWD 12" waterline Extension</u>	<u>300,000</u>	<u>8-19</u>
<u>LETC Aerial crossing</u>	<u>445,000</u>	<u>9-19</u>
<u>Wesley St Drainage</u>	<u>125,000</u>	<u>6-19</u>

Major equipment available for **this** contract: Any necessary

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

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

Section 3 Business Concerns:

- a) Businesses that are 51 percent or more owned by Section 3 residents;
- b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
- c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
- d) Businesses located within the Grant Recipient's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low-income persons.

Bank References Branford South

Address: A. G. Misch

Contact Name: Tony Moore

City & State: Longview Tx Zip: 75604

Phone Number: 903-236 8700

Credit available: \$ 150,000

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes No

(If yes, please attach summary of details on a separate sheet.)

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

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

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

Signed this 21 day of October, 2019.

Signature

Dale Dodson Managing Member

Printed Name and Title

D&D Pipelines Consultants LLC

Company Name

Notary Statement:

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

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

Notary Public

Signature

Printed Name

My Commission Expires: _____

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

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Georg)

Rick Hodges, being first duly sworn, deposes and says that:

(1) He/She is Contractor of DeD Pipeline Consultants LLC, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

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

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

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

(Signed)

Rick Hodges
Contractor
Title

Subscribed and sworn to me this 6th day of December.

By: Melissa Kaye Dodson
Notary Public

My commission expires 6/26/21



PROPOSAL

TO: Hopkins County for Cornersville Water Supply Corporation

FOR: Water Main Improvements for Cornersville WSC,
Hopkins County TxCDBG #7218211

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

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

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Engineer and agreed to by Owner, but not required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood and agreed that the work is to be completed in full within **one hundred twenty (120)** calendar days beginning on the date stated in the work order on which work is to be commenced. Bidder further agrees to pay as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter as provided in the General Conditions.

Accompanying this proposal is a certified or cashier's check or bid bond (5% of largest amount bid), payable to the Hopkins County, Texas for:

_____ Dollars
(\$ 13,527.50).

The bid security accompanying this proposal shall be returned to the bidder, unless in case of the acceptance of the proposal the bidder shall fail to execute a Contract and to file a Performance, Payment, and Maintenance Bond within fifteen (15) days after its acceptance, in which case the bid security shall become the property of Hopkins County, and shall be considered as payment for damages due to delay and other inconvenience suffered by the Owner on account of such failure of the bidder. It is understood that Hopkins County reserves the right to reject any and all bids and to waive any informalities in the bidding.

HOPKINS COUNTY for CORNERSVILLE WSC, TxCDBG #7218211
 WATER SYSTEM IMPROVEMENTS (along State Hwy. 11)
 BID PROPOSAL

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
GENERAL ITEMS					
1	Traffic control and barricades	1	LS	\$XXXXXXXXXX	\$ 1000 ⁰⁰
2	Mobilization, bonds, and insurance	1	LS	\$XXXXXXXXXX	\$ 5000 ⁰⁰
3	SWPPP & erosion control per TCEQ requirements	1	LS	\$XXXXXXXXXX	\$ 1000 ⁰⁰
4	Furnish, install, maintain, & remove project sign	1	LS	\$XXXXXXXXXX	\$ 600 ⁰⁰
5	Trench safety	1	LS	\$XXXXXXXXXX	\$ 10 ⁰⁰
6	Landscaping, including 4" topsoil w/ seed & fertilizer	1	LS	\$XXXXXXXXXX	\$ 5000 ⁰⁰
WATER FACILITIES					
1	Furnish & install 8" water main	12,220	LF	\$ 13 ⁰⁰	\$ 158860 ⁰⁰
2	Dry bore & encase 8" water main in 14"x0.375" steel encasement pipe	80	LF	\$ 140 ⁰⁰	\$ 11200 ⁰⁰
3	Directional bore 8" restrained joint pipe	1,400	LF	\$ 34 ⁰⁰	\$ 47600 ⁰⁰
4	Bore & install 8" water main under drives	280	LF	\$ 46 ⁰⁰	\$ 12880 ⁰⁰
5	Tie in to existing 6" water main with fittings	2	EA	\$ 1500 ⁰⁰	\$ 3000 ⁰⁰
6	Furnish & install 8" gate valve with adjustable valve box	2	EA	\$ 1600 ⁰⁰	\$ 3200 ⁰⁰
7	Furnish & install 6" gate valve with adjustable valve box	4	EA	\$ 1300 ⁰⁰	\$ 5200 ⁰⁰
8	Reconnect existing long side water service	12	EA	\$ 600 ⁰⁰	\$ 7200 ⁰⁰
9	Reconnect existing short side water service	8	EA	\$ 600 ⁰⁰	\$ 4800 ⁰⁰
10	Hydrostatic testing & sterilization	1	LS	\$XXXXXXXXXX	\$ 4000 ⁰⁰
TOTAL AMOUNT BID					<u>\$ 270,550⁰⁰</u>

In the event of the award of a Contract to the undersigned, the undersigned will furnish a Performance and Payment Bond and Maintenance Bond for the full amount of the Contract to secure proper compliance with the terms and provisions of the contract, to insure and guarantee the work until final completion and acceptance, and to guarantee Payment of all lawful claims for labor performed and materials furnished in the fulfillment of the Contract.

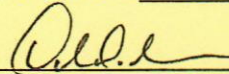
The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

NOTE: Should bid prices on any items be omitted, the right is reserved to apply the lowest prices submitted by any other bidders for the omitted items in payment for work done under this Proposal. In the event of discrepancies, the Owner reserves the right to accept or reject informalities.

Receipt is hereby acknowledged of the following addenda to the contract Documents:

Addendum No. 1 dated	<u>10-17-19</u>	Rec.	<u>DD</u>
Addendum No. 2 dated	_____	Rec.	_____
Addendum No. 3 dated	_____	Rec.	_____
Addendum No. 4 dated	_____	Rec.	_____
Addendum No. 5 dated	_____	Rec.	_____

CONTRACTOR: D+D Pipeline Consultants

BY: 
(Authorized Signature)

PRINT NAME: Dale Dodson

TITLE: Managing Member

ADDRESS: 717 E. Loop 281

COUNTY: Gregg

CITY & STATE: Longview TX

ZIP: 75605

TELEPHONE: 903-720-3821

DATE: 10-21-19

THIS DOCUMENT HAS A TRUE WATERMARK. THE FRONT OF THE DOCUMENT HAS A

OFFICIAL CHECK

MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

0224001787



BancorpSouth

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 9476, MINNEAPOLIS, MN 55480 49-55/1031
DRAWEE: BOKF, NA
EUFALA, OK

DATE OCTOBER 22, 2019

PAY ***\$13,527 DOLS 50 CTS***

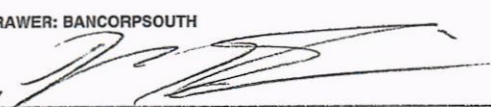
\$13,527.50

HOPKINS COUNTY

TO
THE
ORDER
OF

NAME OF REMITTER DALE DODSON

DRAWER: BANCORPSOUTH

BY 
AUTHORIZED SIGNATURE

⑈0224001787⑈ ⑆103100551⑆

0160011959386⑈

AWARD DOCUMENTS

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-567597

Date Filed:
12/06/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

D and D Pipeline Consultants LLC
Longview, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hopkins County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TxCDBG 7218211
Waterline

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



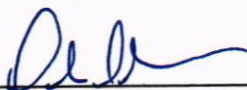
6 UNSWORN DECLARATION

My name is DALE DODSON, and my date of birth is 09-04-79.

My address is 717 E LOOP 281, Longview, Tx, 75605, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harrison County, State of Texas, on the 6 day of December 2019.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

ADDITIONAL CONDITION OF AWARD —

DISCLOSURE OF INTERESTED PARTY FORM:

NEW OBLIGATION OF THE CITY/COUNTY TO RECEIVE INFORMATION FROM WINNING BIDDER

Effective January 1, 2016, pursuant to Texas Government Code, Section 2252.908 (the "Interested Party Disclosure Act"), the City/County may not award a contract to a bidder unless the bidder submits a Certificate of Interested Parties Form 1295 (the "Disclosure Form") to the City/County as prescribed by the Texas Ethics Commission ("TEC"). In the event that the bidder's bid is the best bid received, the City/County or its consultant, will promptly notify the bidder. That notification will serve as the conditional verbal acceptance of the bid. Upon this acceptance, the winning bidder must promptly file the materials described below.

PROCESS FOR COMPLETING THE DISCLOSURE FORM¹

The Disclosure Form can be found at <https://www.ethics.state.tx.us/forms/1295.pdf>, and reference should be made to the following information in order to complete it:

- (a) item 2 – Name of City/County ("Hopkins County, Texas")
- (b) item 3 – the identification number ("TxCDBG 7218211"), and
- (c) item 3 – description of the goods or services assigned to this contract by the City ("Construction Services for Hopkins County")

You must:

- 1) View the instructions on the website to understand how to complete Item 4 or Item 5, and
- 2) complete the items of the Disclosure Form electronically at the TEC's "electronic portal", and
- 3) print, sign and deliver a copy (scanned and emailed is fine) of the Disclosure Form and Certification of Filing that is generated by the TEC's "electronic portal."

The following link will take you to the electronic portal for filing:
<https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf>

Also, a detailed instruction video may be found here:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Neither the City/County nor its consultants have the ability to verify the information included in a Disclosure Form, and neither have an obligation nor undertake responsibility for advising any business entity with respect to the proper completion of the Disclosure Form.

¹ A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
 - the value of the contract cannot be determined at the time the contract is executed; and
 - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

CONSTRUCTION CONTRACT

THIS AGREEMENT made this the 30th day of October, 2019, by and between D & D Pipeline Consultants, LLC (a Limited Liability Company organized and existing under the laws of the State of Texas) hereinafter called the "Contractor", and Hopkins County, Texas hereinafter called the "City/County."

WITNESSETH, that the Contractor and the City/County for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the Project; namely,

Water System Improvements for Cornersville WSC,

consisting of 8" water main and required supplemental work for the Texas Community Development Block Grant (TxCDBG) #7218211 project, all in strict accordance with the contract documents, technical specifications, and construction plans, all as prepared by Hayes Engineering, Inc., acting and in these contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price. The City/County will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the *unit and lump sum prices* stipulated in the Bid Proposal for the several respective items of work completed subject to additions and deductions, the bid sum of **Two Hundred Seventy Thousand Five Hundred Fifty and NO/100 Dollars (\$270,550.00)**.

ARTICLE 3. The Contract. The executed contract documents shall consist of the following components:

BID DOCUMENTS

Addendum No. 1, Advertisement and Invitation for Bids, Instruction to Bidders for Construction, Conflict of Interest Questionnaire, Equal Opportunity Guidelines for Construction Contractors, Locality Executed Section 3 Policy, Section 3 Clause, Contractor's Local Opportunity Plan, Tables for Proposed Contracts and Estimated Workforce Breakdowns and Instructions, Section 504 Certification, Certification of Bidder Regarding Civil Rights Laws and Regulations, Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements, Disclosure of Lobbying Activities and Instructions for Completion, House Bill 89 Verification, Statement of Bidder's Qualifications, Non-collusion Affidavit of Prime Bidder, Bid Proposal, Bid Bond and Certificate as to Corporate Principal,

AWARD DOCUMENTS

Certificate of Interested Parties Form 1295 and Instructions, this Construction Contract, Certification Concerning Labor Standards and Prevailing Wage Requirements, Payment Bond, Performance Bond, Maintenance Bond, Certificate of Liability Insurance, Final Payment Affidavit, Senate Bill 252 Certification, Attorney's Review Certification,

CONTRACT CONDITIONS

TDA - ORA Signage Requirements, General Conditions Part 1 - for Construction, Minority/Female Goals, Project specific Davis-Bacon Wage Decision, Federal Labor Standards Provisions (HUD 4010 language), Title 29 - Labor, Required Federal Contract Provisions,

TECHNICAL SPECIFICATIONS AND CONSTRUCTION DRAWINGS.

ARTICLE 4. Performance. Contractor shall complete the WORK within **one hundred twenty (120)** consecutive calendar days from date of Notice to Proceed.

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component parts listed in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in five (5) original copies on the day and year first above written.

D & D Pipeline Consultants, LLC
(The Contractor)

By 

Title Managing Member

Hopkins County, Texas
(City/County)

By 

Title County Judge



Corporate Certifications

I, Melissa Dodson, certify that I am the Corp Secretary of the corporation named as Contractor herein; that Dale Dodson who signed this Agreement on behalf of the Contractor, was then Managing Member of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal

Melissa Dodson
(Corporate Secretary)



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

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient)	DATE
Hopkins County, Texas	PROJECT NUMBER (if any) TxCDBG #7218211
C/O	PROJECT NAME Water Main Improvements for Cornersville WSC

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

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

2. Certifies that:

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

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

4. Certifies that:

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

*D+D Pipeline Consultants LLC
 717 E Loop 281
 Houston Tx 75605*

(b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE STATE OF

Texas

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

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

NAME	TITLE	ADDRESS
<i>Melissa Dodson</i>	<i>Member</i>	<i>717 E. Loop</i>
<i>Dale Dodson</i>	<i>Member</i>	<i>717 E. Loop</i>

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

NAME	ADDRESS	NATURE OF INTEREST

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

NAME	ADDRESS	TRADE CLASSIFICATION

D&D Pipeline Consultants, LLC
(Contractor)

Date 12-6-19

By 

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

D & D Pipeline Consultants, LLC
(Name of Contractor or Company)

717 E. Loop 281, Longview, TX 75605
(Address)

a Limited Liability Company hereinafter called Principal, and
(Corporation / Partnership)

The Cincinnati Insurance Company
(Name of Surety Company)

P.O. Box 145496, Cincinnati, OH 45250-5496
(Address)

hereinafter called Surety, are held and firmly bound unto

Hopkins County, Texas
(Name of Recipient)

118 Church St., P.O. Box 288, Sulphur Springs, TX 75482
(Recipient's Address)

hereinafter called OWNER, in the penal sum of Two Hundred Seventy Thousand Five Hundred Fifty and NO/100 Dollars (\$270,550.00) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the 30th day of October, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

Hopkins County, TxCDBG #7218211,
Water Main Improvements for Cornersville Water Supply Corporation

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

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the 5th day of December, 2019.

ATTEST: D & D Pipeline Consultants, LLC
(Principal)
Melissa Dodson By [Signature]
(Principal Secretary) Managing Member

(SEAL)
[Signature] 717 E. Loop 281
(Witness as to Principal) (Address)
717 E. Loop 281, Longview, TX 75605 Longview, TX 75605
(Address)

ATTEST: The Cincinnati Insurance Company
(Surety)
[Signature] By [Signature]
(Witness as to Surety) Neira Hernandez (Attorney in Fact) Blaine Allen
5930 Preston View Blvd, Ste 200, Dallas, TX 75240 P.O. Box 145496, Cincinnati, OH 45250-5496
(Address) (Address)

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

D & D Pipeline Consultants, LLC
(Name of Contractor or Company)

717 E. Loop 281, Longview, TX 75605
(Address)

a Limited Liability Company hereinafter called Principal, and
(Corporation / Partnership)

The Cincinnati Insurance Company
(Name of Surety Company)

P.O. Box 145496, Cincinnati, OH 45250-5496
(Address)

hereinafter called Surety, are held and firmly bound unto

Hopkins County, Texas
(Name of Recipient)

118 Church St., P.O. Box 288, Sulphur Springs, TX 75482
(Recipient's Address)

hereinafter called OWNER, in the penal sum of Two Hundred Seventy Thousand Five Hundred Fifty and NO/100 Dollars (\$270,550.00) in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the 30th day of October, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

Hopkins County, TxCDBG #7218211,
Water Main Improvements for Cornersville Water Supply Corporation

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

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its

obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the 5th day of December, 2019.

ATTEST: D & D Pipeline Consultants, LLC
(Principal)
Melissa Dodson By [Signature]
(Principal Secretary) Managing Member

(SEAL)
[Signature] 717 E. Loop 281
(Witness as to Principal) (Address)
717 E. Loop 281 Longview, TX 75605
(Address)
Longview, TX 75605

ATTEST: The Cincinnati Insurance Company
(Surety)
[Signature] By [Signature]
(Witness as to Surety) Neira Hernandez (Attorney in Fact) Blaine Allen
5930 Preston View Blvd, Ste 200, Dallas, TX 75240 P.O. Box 145496, Cincinnati, OH 45250-5496
(Address) (Address)

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

MAINTENANCE BOND

STATE OF TEXAS §
COUNTY OF HOPKINS §

KNOW ALL MEN BY THESE PRESENTS:

That D & D Pipeline Consultants, LLC
as principal, and the other subscriber hereto authorized under the laws of the State of Texas to act as surety on bonds for principals, do hereby acknowledge ourselves to be held and firmly bound unto Hopkins County, Texas, "Owner", in the penal sum of Two Hundred Seventy Thousand Five Hundred Fifty and NO/100 DOLLARS (\$270,550.00) for the payment whereof the said principal and surety do bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally. The conditions of this obligation are such that:

WHEREAS, the said principal has entered into a certain written contract with Hopkins County, Texas, dated the 30th day of October, 2019, for the completion of:

Hopkins County, TxCDBG #7218211
Water Main Improvements for Cornersville Water Supply Corporation

all of such work to be done as set out in full in said contract and the plans and specifications therein referred to and made a part hereof as fully and to the same extent as if copied at length herein.

WHEREAS, under the plans, specifications and contract, it is provided that the Contractor shall maintain and keep in good repair the work herein contracted to be done for a period of one (1) year from the date of written acceptance of said work and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction of any part thereof, or any of the accessories thereof constructed by the Contractor; be it understood that the purpose of this section is to cover all defective conditions arising by reason of defective material or workmanship and charge the same against that said Contractor and Surety on this obligation, and the said Contractor and Surety shall be subject to the liquidation damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract;

NOW, THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of one (1) year, as provided, then these presents shall be null and void and have no further effect. If default shall be made by the said Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect and said Owner shall have and recover damages from said Contractor and its Principal and Surety. It is further agreed that this obligation shall be continuing, one against the Principal and Surety herein, and that successive recoveries may be hereon for successive breaches until the full amount shall have been exhausted. It is further understood that the obligation

herein to maintain said work shall continue throughout said maintenance period and the same shall not be changed, diminished or in any manner affected from any cause during said time.

PROVIDED, the aggregate liability of Surety hereunder is limited to the penal sum of this bond.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

ATTEST/SEAL: (if a corporation)

WITNESS: (if not a corporation)

By Melissa Dodson
Name Melissa Dodson
Title Corp. Sec.

D & D Pipeline Consultants, LLC

(Full Name of Principal)

By Dale Dodson
Name Dale Dodson
Title Managing Member
Date 12/05/2019

Address 717 E. Loop 281
Longview, TX 75605

ATTEST/SEAL: (if a corporation)

WITNESS: (if not a corporation)

By Neira Hernandez
Name Neira Hernandez
Title Witness

The Cincinnati Insurance Company

(Full Name of Surety)

By Blaine Allen
Name Blaine Allen
Title Attorney-in-Fact
Date 12/05/2019

The name and address of the resident agent of Surety is:

William D. Baldwin
5930 Preston View Blvd, Suite 200, Dallas, TX 75240

NOTE: Date of Maintenance Bond must not be prior to date of contract.

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call our toll-free telephone number for information or to make a complaint at:

1-800-635-7521

You may also write to us at:

The Cincinnati Insurance Companies
6200 South Gilmore Road
Fairfield, Ohio 45014 - 5141

or The Cincinnati Insurance Companies
P.O. Box 145496
Cincinnati, Ohio 45250-5496

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
FAX# (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

William D. Baldwin; Brent Baldwin; Brock Baldwin; Brady K. Cox; Michael B. Hill;
Blaine Allen; Monica Campos and/or Lindsay Mitchell

Of Dallas, Texas their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Vice President this 1st day of May, 2009.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Thomas H. Kelly

Vice President

On this 1st day of May, 2009 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 5th day of December, 2019



David [Signature]

Secretary

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

Locality: _____

TX CDBG No: _____

Contractor: _____

Date: _____

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

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

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

Individual or Co. Name	Mailing Address	Amount Owed

Signature

Title

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

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

Notary Public in and for _____
County, Texas

(SEAL)

ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, Dustanna Peke, the duly authorized and acting legal representative of Hopkins County, Texas, do hereby certify as follows:

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

Attorney's signature: Dustanna Peke Date: 12/23/2019

Print Attorney's Name: Dustanna Peke

Texas State Bar Number: 2402332

CONTRACT CONDITIONS

Temporary Project Signage

All TxCDBG construction projects utilizing TxCDBG funding must have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the community as directed by the owner. A photo of this signage must be submitted to TDA prior to the release of construction funds.

Requirements of temporary signage include:

- placement in a prominent visible public area that is not blocked or obscured;
- construction of durable materials;
- minimum size of 12" x 18" with lettering no smaller than 1/2";
- Required text (or similar)*:

"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."

Temporary signage may be reused for future TxCDBG projects as appropriate.

GrantWorks can provide a temporary sign meeting the minimum requirements at the pre-construction conference, upon request.

Projects Requiring Permanent Signage

Permanent signage identifying the location as a TxCDBG-funded project is required for any TxCDBG funded public buildings, park areas, or other structures open to the public, in addition to commercial facilities funded through the TCF Real Estate program. Some examples of projects requiring permanent signage include community centers, parks/recreation facilities, fire stations, and significant improvements to existing facilities. Project signage is an eligible construction cost.

Requirements of permanent signage include:

- placement in a prominent visible public area that is not blocked or obscured;
- construction of permanent materials;
- minimum size of 12" x 18" with lettering no smaller than 1/2";
- Required text:

"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."

Please include this requirement in your specifications and bid documents

Recommended additional condition - Payment under this contract must be processed through the Texas Department of Agriculture - Office of Rural Affairs. Receipt of payment from the Grant Recipient will take at least 45 to 60 days from the time of pay estimate approval by the project engineer.

GENERAL CONDITIONS - PART I FOR CONSTRUCTION

1. Contract and Contract Documents

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

2. Definitions

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

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

3. Supervision By Contractor

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

4. Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor is eligible to participate in federally funded contracts.
- (b) No proposed subcontractor shall be disapproved by the City/County except for cause.
- (c) The Contractor shall be as fully responsible to the City/County for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.

(d) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the City/County.

5. Fitting and Coordination of Work

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

6. Payments to Contractor

(a) Partial Payments

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

(b) Final Payment

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

(c) Payments Subject to Submission of Certificates

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

(d) Withholding Payments

The City/County may withhold any payment due the Contractor as deemed necessary to protect the City/County, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the City/County and will not require the City/County to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any moneys for their protection unless the City/County elects

to do so. The failure or refusal of the City/County to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

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

8. Claims for Extra Cost

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

9. Termination, Delays, and Liquidated Damages

(a) Right of the City/County to Terminate Contract for Convenience

City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.

(b) Right of the City/County to Terminate Contract for Cause

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

(c) Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the City/County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$200.00 for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the City/County for the amount thereof.

(d) Excusable Delays.

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

- 5) Provided, however, that the Contractor promptly notifies the City/County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the City/County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the City/County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10. Assignment or Novation

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

11. Technical Specifications and Drawings

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

12. Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in **three (3)** copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at Contractor's own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.
- (b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- (c) If a shop drawing is in accordance with the contract or involves only minor adjustment in the interest of the City/County not involving a change in contract price or time, the engineer may approve the drawing. The approval shall not relieve the Contractor from responsibility to adhere to the contract or for any error in the drawing.

13. Requests for Supplementary Information

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

14. Materials and Workmanship

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

15. Samples, Certificates and Tests

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

16. Permits and Codes

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

17. Care of Work

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

18. Accident Prevention

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

19. Sanitary Facilities

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

20. Use of Premises

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

21. Removal of Debris, Cleaning, Etc.

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

22. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the City/County and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The City/County shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails

to proceed at once with the correction of rejected workmanship or defective material, the City/County may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the City/County.

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

23. Review by City/County

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

24. Final Inspection

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

25. Deduction for Uncorrected Work

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

26. Insurance

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

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

27. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same, together with all improvements and appurtenances constructed or placed by Contractor, to the City/County free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

28. Warranty of Workmanship and Materials

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

29. Job Offices

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

30. Partial Use of Site Improvements

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

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

(b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

31. Local Program Liaison

For purposes of this Agreement, the [e.g. City Manager/County Judge] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

32. Access to Information

(a) The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, 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.

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

33. Records Retention

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

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

34. Resolution of Program Non-Compliance and Disallowed Costs

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

35. Compliance with Davis-Bacon Act

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

weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

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

36. Conflicts of interest.

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

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

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

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

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

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

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

41. Equal Opportunity Clause

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

- (a.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b.) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c.) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d.) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (e.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f.) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g.) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (h.) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

44. Age Discrimination Act of 1975.

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

45. Non Segregated Facilities

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

46. [For Contracts > \$100K] Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

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

47. Contract Documents and Drawings

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

48. Contract Period

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

49. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the City/County the sum of **Two Hundred Dollars (\$200.00)** as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

50. Gender Neutral - Gender References

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

51. Reporting Requirements

The Contractor shall comply with the requirements and regulations pertaining to reporting (24 CFR 85.36 (i) (7)).

52. Patent Rights

The Contractor shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (24 CFR 85.36 (i) (8)).

53. Copyrights and Rights in Data

The Contractor shall comply with the requirements and regulations pertaining to copyrights and rights in data. (24 CFR 85.36 (i) (9)).

54. Energy Efficiency

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).

55. Verification No Boycott Israel.

As required by Chapter 2270, Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

56. Foreign Terrorist Organizations.

Pursuant to Chapter 2252, Texas Government Code, CONTRACTOR represents and certifies that, at the time of execution of this Agreement neither CONTRACTOR, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

MINORITY/FEMALE GOALS AND TIMETABLES

The female employment goal is effective as of April 1980 and is currently 6.9%. The percentages for minority participation in Texas are:

Texarkana Area:

Texarkana & Bowie Co.	19.7
Non-MSA Counties of Camp, Cass, Lamar, Morris, Red River & Titus	20.2

Tyler-Longview Area:

Longview, Gregg Co. & Harrison Co.	22.8
Tyler & Smith Co.	23.5
Non-MSA Counties of Anderson, Angelina, Cherokee, Henderson, Marion, Nacogdoches, Panola, Rusk, San Augustine, Shelby, Upshur & Wood	22.5

Beaumont-Port Arthur Area:

Beaumont, Port Arthur, Orange, Hardin Co., Jefferson Co., & Orange Co.	22.6
Non-MSA Counties of Jasper, Houston, Newton, Sabine, & Tyler	22.6

Houston Area:

Bryan, College Station & Brazos Co.	23.7
Galveston, Texas City & Galveston Co.	28.9
Houston, Brazoria Co., Fort Bend Co., Harris Co., Liberty Co., Montgomery Co. & Waller Co.	27.3
Non-MSA Counties of Austin, Burleson, Calhoun, Chambers, Colorado, DeWitt, Fayette, Goliad, Grimes, Jackson, Lavaca, Leon, Madison, Matagorda, Polk, Robertson, San Jacinto, Trinity, Victoria, Walker, Washington, & Wharton	27.4

Austin Area:

Austin, Hays Co., Travis Co., & Williamson Co.	24.1
Non-MSA Counties of Bastrop, Blanco, Burnet, Caldwell, Lee & Llano	24.2

Waco, Killeen, Temple Area:

Killeen, Temple, Bell Co. & Coryell Co.	16.4
Waco & McLennan Co.	20.7
Non-MSA Counties of Bosque, Falls, Freestone, Hamilton, Hill, Lampasas, Limestone, Milam & Mills	18.6

Dallas, Fort Worth Area:

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

Wichita Falls Area:

Wichita Falls, Clay Co. & Wichita Co.	12.4
Non-MSA Counties of Archer, Baylor, Cottle, Foard, Hardeman, Wilbarger & Young	11.0

Abilene Area:

Abilene, Callaghan Co., Jones Co. & Taylor Co.	11.6
Non-MSA Counties of Brown, Coleman, Comanche, Eastland, Fisher, Haskell, Kent, Knox, Mitchell, Nolan, Scurry, Shackelford, Stephens, Stonewall & Throckmorton	10.9

San Angelo Area:

San Angelo & Tom Green Co.	19.2
Non-MSA Counties of Coke, Concho, Crockett, Irion, Kimble, McCullough, Mason, Menard, Reagan, Runnels, San Saba, Schleicher, Sterling, Sutton & Terrell	20.0

San Antonio Area:

Laredo & Webb Co.	87.3
San Antonio, Bexar Co., Comal Co. & Guadalupe Co.	47.8

Non-MSA Counties of Atascosa, Bandera, Dimmit, Edwards, Frio, Gillespie, Gonzales, Jim Hogg, Karnes, Kendall, Kerr, Kinney, La Salle, McMullen, Maverick, Medina, Real, Uvalde, Val Verde, Wilson, Zapata & Zavala	49.4
<u>Corpus Christi Area:</u>	
Corpus Christi, Nueces Co. & San Patricio Co.	41.7
Non-MSA Counties of Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleberg, Live Oak & Refugio	44.2
<u>Brownsville, McAllen, Harlingen Area:</u>	
Brownsville, Harlingen, San Benito & Cameron Co.	71.0
McAllen, Pharr, Edinburg & Hidalgo Co.	72.8
Non-MSA Counties of Starr & Willacy	72.9
<u>Odessa, Midland Area:</u>	
Midland & Midland Co.	19.1
Odessa & Ector Co.	15.1
Non-MSA Counties of Andrews, Crane, Glasscock, Howard, Loving, Martin, Pecos, Reeves, Upton, Ward & Winkler	18.9
<u>El Paso Area:</u>	
El Paso & El Paso Co.	57.8
Non-MSA Counties of Brewster, Culbertson, Hudspeth, Jeff Davis & Presidio	49.0
<u>Lubbock Area:</u>	
Lubbock & Lubbock Co.	19.6
Non-MSA Counties of Bailey, Borden, Cochran, Crosby, Dawson, Dickens, Floyd, Gaines, Garza, Hale, Hockley, King, Lamb, Lynn, Motley, Terry & Yoakum	19.5
<u>Amarillo Area:</u>	
Amarillo, Potter Co. & Randall Co.	9.3
Non-MSA Counties of Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hall, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Parmer, Roberts, Sherman, Swisher, & Wheeler	11.0

"General Decision Number: TX20190084 01/04/2019

Superseded General Decision Number: TX20180116

State: Texas

Construction Type: Heavy

Counties: Cass, Cherokee, Erath, Fannin, Franklin, Hood, Hopkins, Marion, Montague, Morris, Nacogdoches, Navarro, Palo Pinto, Panola, Rains, Red River, Somervell, Titus, Van Zandt and Wood Counties in Texas.

HEAVY CONSTRUCTION PROJECTS

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

including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 01/04/2019

SUTX2009-129 04/21/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 13.00	0.00
LABORER: Common or General.....	\$ 8.61	0.00
LABORER: Pipelayer.....	\$ 9.94	0.00
OPERATOR: Backhoe/Trackhoe.....	\$ 11.75	0.00
OPERATOR: Bulldozer.....	\$ 14.25	0.00
OPERATOR: Front End Loader.....	\$ 11.52	0.00
TRUCK DRIVER.....	\$ 10.80	0.26

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

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$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.

Title 29: Labor

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

Contents

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AUTHORITY: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14 of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 3145; Secretary's Order 01-2008; and Employment Standards Order No. 2001-01.

SOURCE: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

§3.1 Purpose and scope.

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

§3.2 Definitions.

As used in the regulations in this part:

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

(b) The terms *construction*, *prosecution*, *completion*, or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of

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

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

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

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

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

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

§3.3 Weekly statement with respect to payment of wages.

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

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

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

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

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008]

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

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof,

shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

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

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

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

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

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

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

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

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

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

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

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

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

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

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

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

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

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

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

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

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

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

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

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

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

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

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that

there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

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

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

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

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

§3.8 Action by the Secretary of Labor upon applications.

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

§3.9 Prohibited payroll deductions.

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

§3.10 Methods of payment of wages.

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

§3.11 Regulations part of contract.

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

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REQUIRED CONTRACT PROVISIONS

Italics – Explanatory; not contract language

All Contracts

THRESHOLD	PROVISION	CITATION
None	(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City's/County's TxCDBG contract with TDA.	2 CFR 200.336 (former 24 CFR 85.36(i)(10))
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR 85.36(i)(11))

<p>>\$10,000</p>	<p><i>(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</i></p> <p>Use the following language for contracts > \$ 10,000:</p> <p><u>Termination for Cause</u></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.</p> <p>Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><u>Termination for Convenience of the City/County</u></p> <p>City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.</p> <p>Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>>\$50,000</p>	<p><i>(A) Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</i></p> <p>Use the following language for contracts > \$50,000:</p> <p><u>Resolution of Program Non-compliance and Disallowed Costs</u></p> <p>In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of</p>	<p>2 CFR 200 APPENDIX II (A)</p>

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

Additional provisions for administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>\$10,000	<p><i>Italics – Explanatory; not contract language)</i></p> <p><i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:</i></p> <p>§60-1.4(b) Equal opportunity clause.</p> <p>(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:</p> <p>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:</p> <p>During the performance of this contract, the contractor agrees as follows:</p>	<p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</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.

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

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

(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.

(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.

(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.

(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.

(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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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.

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.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(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

	<p>U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
<p>>\$100,000</p>	<p>§135.38 Section 3 clause All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p>	<p>24 CFR §135.38</p>

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

	<p>suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
<p>>\$10,000</p>	<p><i>Italics – Explanatory; not contract language</i></p> <p><i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</i></p> <p>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:</p> <p>§ 60-1.4(b) Equal opportunity clause.</p> <p>(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:</p> <p>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:</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</p>	<p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p>

considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

(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.

(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.

(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.

(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.

(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.

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

	<p>is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p>	
<p>≥\$100,000</p>	<p>(l) 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.</p>	<p>2 CFR 200 APPENDIX II (l) and 24 CFR §570.303</p>

	Such disclosures are forwarded from tier to tier up to the non-Federal award.	
>\$100,000 (Satisfied with inclusion of HUD 4010)	<p>(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half 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>	2 CFR 200 APPENDIX II (E)
>\$100,000 for contracts (And federal assistance >\$200,000)	<p><i>§135.38 Section 3 clause</i> All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p>	24 CFR §135.38

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

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

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SECTION 1 - SITE PREPARATION, EXCAVATION, BACKFILL

1A - Sitework

1. DESCRIPTION: The work to be performed under this section shall consist of furnishing all labor, equipment and materials, and in performing all operations necessary in connection with site clearing and restoration as shown in the plans and specifications herein.

It shall be the responsibility of each bidder to examine the site carefully and make his own calculations as to costs to be incurred by reason of the requirements of this section.

Site clearing and restoration shall include all of the following:

- A. The cutting and removal of all trees, shrubs, underbrush, and the removal of any debris existing above natural ground surface and within the limits of right-of-way necessary to permit the construction of the improvements. Trees, shrubs, underbrush, and debris removed from the site shall be disposed of by the Contractor.
- B. The removal, storage and reconstruction of fences where necessary to permit the construction of the improvements. As quickly as feasible after the work has been performed, fences shall be reconstructed to conditions at least as good as the original. The Contractor shall furnish new materials as necessary to permit proper restoration.
- C. The replacements of yards, lawns, shrubbery, or plants that are disturbed by the Contractor while constructing the improvement. Disturbed lawns shall be replaced by topsoil and seeding, using the same kind of grass as existing in the undisturbed portion of the lawn as required to re-establish the lawn in a condition better than or equal to that existing prior to construction. Shrubby or plants shall be replaced with the same kind in good condition.
- D. The reconstruction of dirt and gravel roads or drives. The alignment and grade shall be restored, as close as possible, to that existing prior to construction. Gravel shall be preserved and utilized for resurfacing.
- E. The removal and subsequent replacement of sidewalks, curbs, curb and gutter and other related items which are displaced by the Contractor's operations. The Contractor shall furnish new materials necessary to permit replacement to a condition better than or equal to that existing prior to construction.
- F. Where trees, plants, shrubbery, etc. are adjacent to the line of the work and are not to be removed or removed and replaced, the Contractor shall protect such trees, plants, shrubbery, etc. by substantial wooden boxes and guards and shall not permit machinery or employees to scrape, tear the limbs from, or damage, or attach guy cables to them, and if in the opinion of the Engineer such trees, plants, shrubbery, etc. would be damaged by machinery, etc., hand excavation may be required. The Contractor shall be responsible for all damages to adjacent trees, plants, shrubbery, etc.
- G. Where construction will occur within state owned right-of-ways, sitework shall conform to Texas Department of Transportation requirements. The Contractor shall be responsible for notification of the TDOT at least 48 hours prior to construction.
- H. Payment: No separate payment shall be made for any of the items listed in this section, but shall be considered subsidiary to the price for pipeline installation or well site development.

SECTION 1 - SITE PREPRATION, EXCAVATION, BACKFILL

1B - Trench Excavation and Backfilling

1. **GENERAL:** Excavation shall include the removal of all earth, rock, or other materials to the extent necessary to install the pipe and appurtenances in conformance with the lines and grades shown in the plans, or as specified.
2. **MAXIMUM AND MINIMUM WIDTH OF TRENCHES:** The sides of all trenches shall be cut as nearly vertical as possible. Unless otherwise specified on the plans, the minimum width of trench in which the pipe may be installed shall be 12 inches plus the outside diameter of the pipe, and the maximum width shall be 24 inches plus the outside diameter of the pipe, measured at an elevation in the trench which is twelve inches above the top of the pipe when it is laid to grade.

Whenever the prescribed maximum trench width is exceeded, except as such excess may be necessary for compliance with the plans or specifications, the pipe may be cradled with Class 2500 Concrete as directed by the Engineer, and at the expense of the Contractor.

3. **SHEETING, SHORING, AND BRACING:** The sides of all excavation shall be sufficiently sheeted, shored and braced so as to prevent slides, cave-ins, settlement or movement of the banks, and to maintain the excavation clear of obstructions that will in any way hinder or delay the progress of the work. In wet, saturated or flowing materials, where it is necessary to install tight sheeting or cofferdams, wood or steel sheet piling of a design and type approved by the Engineer shall be used. All sheeting, shoring and bracing shall have sufficient strength and rigidity to withstand the pressure exerted and maintain the sides of the excavation properly in place and protect all persons or property from injury or damage. When excavations are made adjacent to existing buildings or other structures, or in paved streets, particular care shall be taken to adequately sheet, shore and brace the sides of the excavation to prevent undermining of, or settlement beneath the structures or pavement. Underpinning of adjacent structures or pavement shall be done by the Contractor at his own cost and expense, and in a manner satisfactory to the Engineer, or, when required by the Engineer, the pavement shall be removed, the void satisfactorily refilled, compacted, and the pavement replaced by the Contractor; the entire expense of such removal and subsequent replacement thereof shall be borne by the Contractor. Sheeting, shoring and bracing shall not be left in place unless otherwise provided for in the contract authorized by the Engineer. The removal of sheeting, shoring and bracing shall be done in such manner as not to endanger or damage either new or existing structures, private or public properties, and so as to avoid cave-ins, or sliding of the banks. All holes or voids left by the removal of the sheeting, shoring or bracing shall be immediately and completely filled and compacted with suitable materials. If for any reason, the Contractor, with the approval of the Engineer, elects to leave in place the sheeting, shoring or bracing, no payment shall be allowed for such materials left in place.
4. **DEWATERING EXCAVATIONS:** The Contractor shall immediately remove all surface or seepage water from sewers, drains, ditches, and other sources which may accumulate during the excavation and construction work, by providing the necessary underdrains or otherwise, and by doing the necessary pumping, bailing, and draining. The Contractor shall have available at all times sufficient equipment in proper working order for doing the work herein required. All water removed from excavations shall be disposed of in an approved manner, so as not to create unsanitary conditions, nor to cause injury or damage to persons or property, or damage to the work in progress, nor to interfere unduly with the use of streets, private driveways, or entrances. Pumping, bailing and draining, underdrains, ditches, etc., shall be considered as incidental work and will not be paid for as separate items, but their cost shall be included in such contract price as is provided in the contract.
5. **SUBGRADE IN EARTH (TYPE I LAYING CONDITION):** Where a firm and stable foundation for the pipe can be obtained in the natural soil and where special embedment is not shown on the plans or specified herein, the trench bottom shall be smooth and free from stones greater than 1/2", large dirt

clods, or frozen material. The bell holes shall be accurately located and shall be of sufficient width and depth to allow ample room for making the joint and to relieve the pipe bell of all load.

Should the excavation be carried below grade, except as herein specifically provided, the Contractor shall, at his own expense, refill it to the proper elevation with sand or gravel, as directed by the Engineer, which shall be compacted by tamping until it is firm and unyielding.

6. SUBGRADE IN ROCK (TYPE II LAYING CONDITION): If the bottom of the excavation for the pipe line is found to be in rock or other hard material that cannot be excavated to a true subgrade and shaped to provide uniform bearing for the pipe barrel, the rock or other material shall be removed to a depth not less than three inches below subgrade and the bottom of the trench brought to true subgrade elevated by filling with sand to a depth shown on the Detail Sheet and compacting by means of tamping until a firm and uniformly unyielding foundation is obtained, as specified by the Engineer.
7. SOFT SUBGRADE (TYPE III LAYING CONDITION): Where soft or spongy material is encountered in the excavation at subgrade level, it shall be removed, only upon the direction of the Engineer, to such a depth that by replacing the unsuitable material with tamped gravel a firm and stable foundation can be secured.
8. DISPOSAL OF EXCAVATED MATERIAL: Suitable excavated materials shall be piled adjacent to the work to be used for backfilling. Excavated materials unsuitable for the backfilling, or in excess of that required for backfilling shall be disposed of by the Contractor at locations designated on the plans or approved by the Engineer. Desirable top soil, sod, etc. shall be carefully piled separately in its original position when required. Excavated materials shall be handled at all times in such a manner as to cause a minimum inconvenience to public travel and to permit safe and convenient access to private and public property adjacent to or along the line of the work. In parkways and easements where it is necessary to deposit excavated materials on lawns during the work, burlap or similar materials shall be placed on the lawn to prevent contact between excavated materials and the lawn.
9. USE OF EXPLOSIVES: The use of explosives will not be allowed.
10. TRENCH BACKFILLING: Backfilling shall include the refilling and consolidating of the fill in trenches and excavations up to the surrounding ground surface.

Backfilling shall be done with good earth, sand or gravel and shall be free of large rocks or hard lumpy material. No material of a perishable, spongy or otherwise unsuitable nature shall be used in backfilling.

After the pipe and embedment have been placed, the method of backfilling pipe trenches shall be as follows: Selected material shall first be taken from the spoil bank and placed on both sides of the pipe simultaneously in layers of not more than six inches in loose thickness, and these layers shall be firmly compacted by hand or mechanical tamping. The layers of backfill shall be sprinkled lightly with water if additional moisture is required for proper compaction. This process of filling and tamping in layers shall be continued until the backfill is brought up to one foot above the top of the pipe. Rolling compaction devices shall not be used until at least 18 inches of backfill is over the pipe. Remaining backfill shall be in accordance with Section 1B 11.

11. COMPACTION: All trench backfill in areas under paved or unpaved roads, parking areas, sidewalks and other structures, as determined by the Engineer shall be compacted to a density of at least 90% of the maximum dry density as determined by the AASHO Method T99 to a point 6 inches below the top of the backfill. The top 6 inches shall be compacted to a density of 95% of the maximum dry density as determined by AASHO Method T99. In all other locations, compaction of backfill from the bottom of the trench to a distance of one foot above the top of the pipe shall be in accordance with Section 1B 10. From a point one foot above the top of the pipe to the top of the trench, the backfill

need not be mechanically tamped. Before reaching the top of the trench, the trench shall be flooded with water or rolled by passing the wheel or track of a piece of equipment along the trench line to achieve some degree of consolidation.

In place moisture-density test may be ordered by Engineer to insure that all trench backfill complies with the requirements of the specification. Tests will be performed by a recognized testing laboratory, and all costs will be paid for by Owner. Copies of all test results will be furnished to the Contractor.

12. PROTECTION OF EXISTING UTILITIES: It shall be the responsibility of the Contractor to verify the existence and location of all underground utilities along the route of the work. The omission from or the inclusion of utility locations on the plans is not to be considered as the non-existence of, or a definite location of existing underground utilities.

The Contractor will take the necessary precautions to protect existing utilities from damage due to his operations. Any damage to the utilities will be repaired at the Contractor's expense.

A sufficient distance back from the edge of the excavation shall be maintained to avoid overloading and to prevent slides or caving. The excavation material shall be kept trimmed in such a manner as to be of as little inconvenience as possible to the public and adjoining property owners. At street crossings, sidewalks and other points where the Engineer deems necessary, the trenches shall be bridged in a secure manner so as to prevent serious interruption of travel and to provide access to fire hydrants, and public and private premises. Such bridging shall be approved by the Engineer.

13. PAYMENT: No separate payment shall be made for any of the various items of "Trench Excavation and Backfill", but shall be considered subsidiary to the price for pipeline installation.

SECTION 1 - SITE PREPRATION, EXCAVATION, BACKFILL

1C - Trench Safety

1. **DESCRIPTION:** This section covers excavation and supporting systems for trenches to protect the safety of workers, provide suitable means for constructing utility lines, and to protect public or private property, including existing utilities.

The Contractor's attention is directed to Bid Item "Trench Safety" under which full compensation will be made for the design, materials, equipment, fabrication and labor required to furnish, install, and remove trench excavation, shoring, bracing and protective systems.

Trench safety shall fully comply with the Contractor's "Trench Safety System and Construction Plan".

2. **EXISTING STRUCTURES:** Where existing buildings, other utilities, streets, highways, or other structures are in close proximity to the trench, adequate protection shall be provided by the use of sheeting and shoring to protect the structure, street, or highway from possible damage. In the case of utilities, the Contractor may elect to remove the utility provided that the removal and subsequent replacement meets with the approval of the Engineer, the utility owner, or whoever has jurisdiction of the structure. In all cases, it shall be the responsibility of the Contractor to protect public and private property and any person or persons who might, as a result of the Contractor's work, be injured.

3. **EXCAVATIONS, TRENCHING, AND SHORING:** The Contractor shall include in his bid price and be solely responsible for trench safety provisions meeting the requirements of the United States Department of Labor Occupational Safety and Health Administration. The regulations, as contained in Subtitle B, Chapter XVII, Part 1926, Subpart P, of the Code of Federal Regulations (29 CFR 1926.650 - 1926.652, including appendices A-F) shall be complied with along with all other applicable Subparts and Regulations.

4. **MEASUREMENT AND PAYMENT:** Payment shall be made for Trench Safety in accordance with the line item in the bid schedule.

SECTION 2 - CONCRETE FOR UTILITIES

1. DESCRIPTION: This is a general specification applicable to all items that are to be constructed wholly or partially of concrete in conjunction with utility construction. The work covered by this section consists of furnishing all material and equipment, and performing all labor for the manufacture, transporting, placing, finishing, and curing of concrete in the structures included in these specifications.

2. CEMENT: Cement shall be Type I or Type III Portland Cement at the Contractor's option, conforming to ASTM Specification Designation C-150-42.

Cement shall be stored in weatherproof and dry buildings and shall be free of cakes or lumps at the time it is used in the concrete.

3. WATER: The Contractor shall secure the approval of the Engineer as to water for use in making concrete. If the water to be used is from a source other than a domestic supply, the Contractor shall furnish a test report to the Engineer, from a reputable commercial testing laboratory, indicating conformance with the provisions of the AASHTO Test Method T-26 for quality of water.

4. FINE AGGREGATE: Fine aggregate shall consist of a sand or a mixture of sands and not more than 50 percent of stone screenings, with or without a mineral filler. The sand or mixture of sands, in fine aggregate shall consist of clean, hard, durable, uncoated grains, free from lumps.

Stone screenings shall consist of clean, hard, durable, uncoated fragments resulting from the crushing of stone.

5. COARSE AGGREGATES: Coarse aggregate shall consist of crushed stone, gravel, crushed gravel, or a combination of these.

Gravel and crushed gravel shall consist of clean, hard, durable particles free from adherent coatings, thin or elongated pieces, soft or disintegrated particles, dirt, organic, or injurious matter.

Coarse aggregate shall have a percent of wear of not more than 30, when subjected to the Los Angeles Abrasion Test.

The maximum amount of deleterious substances in coarse aggregates shall not exceed the following percentages by weight:

Material removed by decantation	1.0%
Shale slate, or other similar materials	1.0%
Clay lumps	0.5%
Soft fragments	3.0%
Other deleterious substances, including fragile, thin, elongated or laminated pieces	3.0%
The sum of all deleterious substances, exclusive of materials removed by decantation, shall not exceed by weight	5.0%

and shall be free from a harmful excess of salt, alkali, vegetable or other objectionable matter occurring either free or as adherent coatings.

6. CONCRETE AGGREGATES IN GENERAL: Tests of aggregates will be made in accordance with the applicable current Methods of Tests of the ASTM.

The handling and storage of aggregates shall be in such manner as to prevent intrusion of foreign materials and segregation of sizes, and shall preferably be stored on wooden platforms, metal sheets, or similar material; if stored on the ground, the sites of the stock piles shall be grubbed, cleared of all vegetation, and leveled off; the bottom six-inch layer of aggregate shall not be disturbed and shall not be used in the work.

Where two or more sizes or types of aggregates are delivered to the job, each size or type shall be stored separately.

At the time of use, the aggregates shall be free from frozen material and all foreign material, such as grass, wood, sticks, burlap, paper, or dirt which may have become mixed with the aggregate in stock piles or in handling.

If the Contractor desires to use an air-entraining admixture, he shall first secure the approval of the Engineer as to admixture, amount to be used, and the method of introducing it into the mix.

7. CONCRETE MIXING AND PLACING: Concrete shall be composed of fine and coarse aggregates, so graded and proportioned, and thoroughly mixed with the required cement and water as will produce a homogeneous mixture of such quality that the concrete will conform to the design and test requirements of this specification.

The aggregates, mineral filler if required, cement, and water shall be measured separately, introduced into the mixer, and mixed for a period of time of not less than fifty (50) seconds for the 27-E and larger mixer, sixty (60) seconds for the 21-E mixer, and ninety (90) seconds for the 14-cubic foot and smaller mixers. The period of time will be measured from the time the last aggregate enters the drum to the time that discharge of the concrete begins. The required water shall be introduced into the mixing drum during the first fifteen (15) seconds of mixing. The entire contents of the drum shall be discharged before any materials for the succeeding batch are introduced.

The concrete mix proposed for use shall be submitted to the Engineer for approval prior to initiating any concreting.

Concrete made of specified materials, in proportions approved by the Engineer, and in complete conformity with the requirements of the specifications, construction methods and details specified for the class of work involved will be considered of satisfactory quality.

During the progress of the work, the Engineer may cast test cylinders and/or beams of the number and type he may desire for testing to maintain a check on the compressive and flexural strength of the concrete test specimens. The cost of all materials used in test specimens and the cost of providing and maintaining curing facilities shall be included in the contract price bid for the work and will not be paid for as a separate contract pay item.

Prior to the beginning of concreting operations and thereafter, before any change in source or characteristics of any of the ingredients, except mineral filler, adequate mix design tests shall be submitted to the Engineer for approval.

Concrete mixes will be designed and made in sufficient number to represent the required water-cement ratios; these mixes shall comply with the requirements herein prescribed for class, strength, and consistency. The water-cement ratio is defined as the total U.S. gallons of water (weight 8.33 pounds) including the moisture content of all aggregates per sack of cement (weight 94 pounds net). The minimum cement factors and maximum water factors for the various classes of concrete shall be as follows:

Class of Concrete	Minimum Cement Content Sacks/Cubic Yard	Maximum Water Content Gal./Sack of Cement	28-Day Compressive Strength Lbs./Sq. Inches
2,000	4 1/2	8	2,000
2,500	5	7 1/4	2,500
3,000	6	6 1/4	3,000
3,500	7	6	3,500

Unless otherwise specified, all concrete shall be Class 3,000.

In general, the consistency of the concrete mixture shall be such that:

- A. The mortar clings to the aggregates.
- B. The concrete is not sufficiently fluid to segregate when transported to place of deposit.
- C. The mortar will show no free water when removed from the mixer.
- D. The concrete, when dropped directly from the discharge chute of the mixer, will flatten out at the center of the pile; but the edges of the pile will stand up and not flow.
- E. The concrete will settle into place when deposited in the form; and when transported in metal chutes at an angle of 30 degrees with the horizontal, it will slide and not flow into place.
- F. The surface of the finished concrete will be free from "laitance" or a surface film of water.
- G. Maximum Permissible Slump for blocking = 4 inches.

All concrete not placed in the work within thirty (30) minutes after mixing will be rejected and shall be disposed of by the Contractor at his own cost and expense. Except upon specific written authorization by the Engineer, concrete shall not be placed when the temperature is below 40 degrees F. and falling; but it may be placed when the temperature is above 35 degrees F. and rising, the temperature being taken in the shade and away from artificial heat. Neither salt nor chemical admixtures shall be added to the concrete to prevent freezing.

Should the Engineer find that any concrete placed or to be incorporated in this project fails to meet the requirements as specified herein, it will be rejected and shall be removed and disposed of by the contractor at his own cost and expense. The method of disposing of any concrete shall be subject to the approval of the Owner and Engineer. The Contractor shall replace all rejected concrete work with an acceptable concrete as approved by the Engineer.

All concrete used in this project shall be handled in accordance with Method of Sampling Fresh Concrete (ASTM C172, CSA A23.2.21). The slump test for consistency of concrete should be made in accordance with the Method of Test for Slump of concrete (ASTM C143, CSA A23.2.20). Specimens for strength tests shall be made and cured in accordance with Method of Making and Curing Concrete Compression and Flexure Test Specimens in the Field (ASTM C31, CSA A23.2.14).

8. MEASUREMENT AND PAYMENT: Unless otherwise specified, no separate payment will be made for concrete, but the cost of concrete including all labor and materials will be included in the price bid for completed structures as set forth in the Proposal.

No separate payment will be made for the work performed and expenses incurred in the concrete sampling, slump test, and strength tests as required by the Engineer.

SECTION 3 - PIPE & FITTINGS

3A - General

1. GENERAL: This section covers the furnishing and laying, or installing of all water pipe and fittings.

All pipe furnished shall be designed for the distribution of potable water. Lubricant furnished for lubricating joints shall be non-toxic, shall not support the growth of bacteria, shall have no deteriorating effects on the gasket or pipe material and shall not impart taste or odor to water. The lubricant containers shall be labeled with the manufacturer's name.

2. PROTECTION OF PIPELINE: Well fitted stoppers or bulkheads shall be securely placed in all openings and in the end of the line when construction is stopped temporarily and at the end of each day's work. It shall be the responsibility of the Contractor to deliver to the Owner a pipeline which is clean throughout its entire length.

3. MEASUREMENT AND BASIS OF PAYMENT: The pipeline, complete in place, will be measured for payment in linear feet along the ground surface above the pipe as installed. Measurement shall be through fittings and valves and no deduction in length shall be made for such appurtenances. Deductions will be made for "bore" and "dry bore and encase". The bid items for "bore" and "dry bore and encase" shall include all excavation, backfill, carrier pipe, encasement, and appurtenances and will be measured for payment by the lineal foot as shown on the plans. Open cut and repair of gravel drives will be considered subsidiary to pipeline installation. Installation of the pipeline will be paid for at the unit contract price per linear foot as provided in the Proposal and Bid Schedule.

Payment of the unit contract price will be the total compensation for furnishing all labor, pipe, fittings, tools and incidentals and performing all work that is necessary for the installation in accordance with the plans and the provisions of the specifications.

The installation of appurtenances which are shown on the plans or described elsewhere in these specifications and for which there is no specific item included in the Bid Schedule shall be considered a part of the work to be performed and paid for at the contract price per linear foot of the pipeline.

SECTION 3 - PIPE & FITTINGS

3B - Materials

1. WATER MAINS - 2" to 8":

- A. Ductile Iron Pipe: The pipe shall conform to ANSI A21.51 (AWWA C 151), except that the minimum tensile strength shall be 21,000 psi, and the modulus of rupture 45,000 psi. The pipe shall have a cement mortar lining and seal coat conforming to ANSI A21.4 (AWWA C 104). Joints shall conform to ANSI A21.11 (AWWA C 111) and may be mechanical joint or push-on joint unless otherwise specified.

The minimum thickness class shall be as follows or as specified:

2" – 8" Pressure Class 350

- B. Ductile Iron Fittings: Ductile iron fittings shall be designed for working pressures of 250 psi in accordance with ANSI A21.20 (AWWA C110 or AWWA C153). Joints may be mechanical joint or push-on joint as specified. Mechanical joint fittings shall conform to ANSI A21.11 (AWWA C111) and shall be furnished with ductile iron glands, bolts and nuts, and plain rubber gaskets. The body thickness and radii of curvature of push-on joint fittings shall conform to ANSI A32.22 (AWWA C104). Standard bell and spigot fittings shall be Class D or equal. All fittings except sleeves and plugs shall have a cement mortar lining in accordance with ANSI A21.4 (AWWA C104). Joint shall conform to ANSI A21.11 (AWWA C111) and may be mechanical joint or push-on joint unless otherwise specified. The minimum thickness class shall be Pressure Class 250 unless otherwise specified.
- C. Mechanical Joint Retainer Glands: Mechanical joint retainer glands shall be made from ductile iron and shall be designed for a working pressure of at least 200 psi. The set screws shall be extended through the outer most part of the gland. Glands shall be designed to fit standard mechanical joint fittings (AWWA C111). The minimum number and minimum size set screws shall be as follows:

<u>Size Gland</u>	<u>Size Set Screws</u>	<u>No. Set Screws</u>
2"	1/2"	4
3"	1/2"	4
4"	1/2"	4
6"	5/8"	6
8"	5/8"	9
10"	5/8"	16

2. WATER MAINS - 2" TO 8" SDR 21:

- A. SDR 21: This specification designates general requirements for SDR 21 unplasticized polyvinyl chloride (PVC) pressure type pipe with integral wall bell and spigot joints for pipe size 2" – 18".

2" to 8" PVC SDR 21

- B. Materials: Pipe shall be suitable for use at maximum hydrostatic working at 73°F. as follows:

2" to 8" PVC SDR 21 - 200 psi

All pipe must meet requirements as set forth in PS 22-70, NSF 61, and bear the National Sanitation Foundation (NSF) seal for potable water pipe. Provision must be made for contraction and expansion at each joint with a rubber ring, and integral thickened bell as a part of each joint. Pipe and fitting must be assembled with a non-toxic lubricant.

Pipe shall be made from clean, virgin, NSF approved Class 12454-A PVC compound conforming to ASTM resin specification D1784. Clean reworked material generated from the manufacturer's own pipe production may be used.

- C. Testing Requirements: All physical and chemical tests should be conducted at 73°F. The pipe shall be designed to sustain without failure a pressure test as follows:

SDR-21 - 500 psi applied for 60 to 70 seconds (Burst Test)
340 psi applied for 1000 hours (Sustained Pressure Test)

These tests shall be in compliance with PS 22-70, ASTM D1598, ASTM D1599, and ASTM 2241. After two hours immersion in a sealed container of anhydrous (99.5% pure) acetone a 1" long sample ring shall show no visible spalling or cracking (swelling or softening is not a failure), in accordance with PS 22-70 as referenced to ASTM D2152.

The dimensions of the gasket joint shall meet the requirements provided in ASTM D3139 when measured in accordance with ASTM D2122.

- D. Certification: The manufacturer shall furnish an affidavit that all delivered materials comply with requirements of these specifications.

3. WATER SERVICE TUBING - 1" POLYETHYLENE:

- A. This specification designates general requirements for polyethylene pipe and tubing for water service pipe ½" to 1". The polyethylene pipe and tubing shall conform to all applicable requirements of the latest revision of the following standards:

AWWA C-901: Specification for polyethylene pressure pipe, tubing, and fittings, ½" through 3" for Water.

ASTM D2239: Specification for polyethylene (PE) plastic pipe (SIDR-PR) (Iron pipe size, inside diameter).

ASTM D2737: Specification for polyethylene (PE) plastic tubing (copper tube size, outside diameter).

ASTM D3350: Specification for polyethylene plastics pipe and fittings material.

NSF #14 and #61.

- B. Materials: The polyethylene material from which the pipe and tubing are extruded shall meet the requirements of ASTM D3350 having a cell classification of 345564C. The pipe shall be classified as a Type III, Grade PE34 high density polyethylene plastic material. The polyethylene extrusion compound from which the PE pipe and tubing are extruded shall be of virgin quality listed for potable water service by the National Sanitation Foundation (NSF).

The pipe shall be marked with C901 or ASTM D2239 for IPS pipe sizes, or D2737 for CTS tubing sizes. It shall meet the requirements of and carry the logo of the National Sanitation Foundation (NSF). Coils shall be strapped onto pallets and protected in shipment.

4. JOINTS:

- A. Plain End: Plain ends for use with mechanical couplings shall be square cut and the inside and outside edge burrs shall be removed. The pipe shall be sufficiently free from indentations, projections, or roll marks at each end to make a tight joint.
- B. Rubber "O" Ring: Rubber "O" ring joints shall conform to AWWA C208 for bell and spigot ends with rubber gasket. The rubber "O" ring gasket materials shall comply with the requirements of AWWA C300.

SECTION 3 - PIPE & FITTINGS

3C - Installation

1. **GENERAL:** Before installation of pipe and appurtenances, the trench bottom shall be graded so uniform support of the pipe and appurtenances is provided. Shallow depressions shall be made in the trench bottom to accommodate bell ends.

Proper implements, tools, and facilities shall be provided and used by the Contractor for the safe and convenient prosecution of the work. Under no circumstances shall pipe or accessories be dropped or dumped into the trench.

All foreign matter or dirt shall be removed from the inside of the pipe and appurtenances before lowering into the trench and the pipe interior shall be kept clean during and after laying. A swab shall be kept in the pipeline as the pipe is being laid. Care shall be taken to prevent dirt from entering the joint space and at times when pipe laying is not in progress, the open ends of the pipe shall be closed by installing a plug or cap of sufficient design to prevent trench water, foreign matter, and dirt from entering the pipeline.

Cutting of the pipe for inserting valves, fittings, or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or pipe lining. Torch cutting is not permitted. All pipe shall be cut at an angle of 90 deg. to the pipe centerline. Cutting at other angles to provide greater deflections at the joints shall not be permitted.

Field welding or welding except by pipe manufacturer shall not be permitted.

Unless otherwise approved or directed by the Engineer, pipe shall be laid with bell ends facing the direction of laying; and for lines on an appreciable slope, bells shall, at the direction of the Engineer, face upgrade.

No pipe shall be laid in water, or when the trench condition or the weather is unsuitable for such work, except by permission of the Engineer.

A continuous 12-gauge insulated copper wire shall be installed with all non-metallic pipe including service lines. The wire shall be laid along the pipe passing completely around the pipe at intervals not to exceed 20 feet. The wire shall be looped around valves, saddles, curb stops and other appurtenances in such manner that there is not interference with the operation of the appurtenances. At intervals of not more than 1500 ft., or at the end of a wire reel, the wire shall be brought up inside a 1 1/2" PVC pipe, on which a cap shall be placed, and located at the right-of-way line. The height of the pipe shall not be less than two (2) feet above natural ground level and be extended into the ground for not less than thirty (30") inches, and shall be blue in color or painted light blue. The wire shall be joined at joints by wrapping or the use of twist locks in order to carry a continuous signal.

During the pipe laying operation, deflections at joints or in the pipe itself shall not exceed the amounts recommended by the pipe manufacturer.

2. **JOINTING MECHANICAL JOINT PIPE & FITTINGS:** Prior to jointing the pipe and/or fittings, the plain ends of the pipe and the bells of the pipe and fittings shall be thoroughly cleaned using a soapy water and cloth, removing all foreign materials from the bells, especially the gasket seats.

The cast or malleable iron follower rings shall be placed on the plain end of the pipe or fittings, followed by the rubber gasket which has been thoroughly cleansed and lubricated with the soapy water.

The plain end of the pipe shall be placed in the bell, to which connection is to be made, and shouldered in back of the bell. The rubber gasket shall be advanced into the bell and seated in the gasket seat; the follower ring shall next be brought into contact with the rubber ring, and all bolts entered and nuts started. The pipe may then be given a maximum deflection as prescribed in the preceding table.

Joints shall be made tight by advancing the nuts with a wrench 180 deg. apart until a tight joint is made.

The Contractor shall provide a "torque wrench" suitable for measuring tension on bolts for at least such a time as the workmen making the joints have gotten the "feel" of the required tension. At no time should handles longer than those supplied by the wrench manufacturer be permitted. The torque range shall be as follows:

5/8" Bolts	45-60 ft. lbs.
3/4" Bolts	75-90 ft. lbs.
1" Bolts	80-100 ft. lbs.
1 1/4" Bolts	105-120 ft. lbs.

After the workmen have become accustomed to this torque, a socket wrench with a 10-inch handle may be used.

The rubber gasket and joint bolts of mechanical joint retainer glands shall be installed in accordance with above. Set screws shall be tightened evenly to approximately 65-foot pounds for larger diameter. Do not attempt to deflect joint after tightening set screws.

3. JOINTING PUSH-ON JOINT PIPE & FITTINGS: Prior to jointing the pipe and/or fittings, the plain ends of the pipe and the bells of the pipe and fittings shall be thoroughly cleaned using a soapy water and cloth, removing all foreign material from the bells, especially the gasket seats. Any burrs or imperfections in that part of the plain end or bell which will be in contact with the gasket shall be removed.

The clean rubber gasket shall be inserted in the bell and a thin film of lubricant shall be applied to the inside surface of the gasket. The cleaned plain end shall initially be entered in the bell straight.

The plain end shall be forced inside the gasket and bell until it strikes the end of the interior of the bell, after which the end of the pipe shall be moved sideways or up eight (8) inches to move it slightly away from home to allow for expansion and to provide flexibility to the completed line. The pipe may then be deflected as prescribed in the preceding table.

Lubricants are normally supplied by the pipe manufacturer in sufficient quantities. No substitutes shall be made.

The Contractor shall furnish such jacks, or other devices as are necessary for forcing the pipe into the bell and gasket. Care shall be exercised to avoid damage to the pipe where the pushing device or machine part contacts the pipe. A wood block or suitable pad shall be placed between the pipe and that part of the pushing device which contacts the pipe.

All plain ends that enter a push-on bell shall be beveled at 30 deg. for at least 1/8-inch. All cut pieces or ends of pipe of other classifications shall be so beveled.

4. INSTALLATION OF PVC JOINTS: Both bell and plain end of pipe shall be thoroughly cleaned before attempting to joint the pipe.

Place rubber gasket in bell if not delivered from supplier in place. The colored side of gasket shall be to the outside.

Lubricate the plain end (do not lubricate the bell end) with approved lubricant and insert plain end into the bell until stop mark on plain end is flush with the end of the bell. In the case of pipe which has two marks on the plain end, insert plain end into bell so that only one mark is visible.

When the pipe is cut, the plain ends must be beveled similar to the bevel on full lengths. After beveling, stop marks must be applied to the ends. Use the plain end of another piece of pipe or fitting to determine the location of the stop mark and mark the piece of pipe that has been cut.

Pipe shall not be exposed to sunlight for more than one (1) day, therefore it must be backfilled or protected the same day it is delivered to the job.

The joints shall be inserted as far as possible on each side of valves that are inserted in the line.

SECTION 3 - PIPE & FITTINGS

3D - Appurtenances

1. GATE VALVES:

- A. General: Gate valves, two (2) inches through eight (8) inches shall be designed for a working pressure of 200 psi. Valves shall conform to AWWA C500 with iron bonnet (bronze mounted), nonrising stem double-disc (parallel seat type), o-ring stem seals and 2" x 2" square operating nut. Valves shall open when the operating nut is turned to the left (counterclockwise). Unless otherwise specified, valves twelve (12) inches in diameter and larger shall be designed for horizontal installation with totally enclosed gear cases. The by-pass shall be the size specified in Section 23 of AWWA C500, and the by-pass valve shall conform to these Specifications. Valve ends shall be mechanical joint complete with accessories or as specified. Tapping valves shall conform to above specifications except that the connections shall be ANSI B16.1, Class 125 flange on one side (inlet) and mechanical joint on the other (outlet) or as specified.

All gate valves shall be model A-2380 as manufactured by the Mueller Company or approved equal.

- B. Valve Boxes: Valve boxes shall be the H-10346, 562-A, two-piece, sliding type, 5 1/2" shaft, 24-36" extension, with drop cover marked water as manufactured by the Mueller Co. or equal. Valve boxes shall be set vertical and concentric with the valve stem. Any valve box which is so moved from its original position as to prevent the application of the valve key shall be satisfactorily reset by the contractor at his own expense. A concrete pad of the dimensions shown on the details of the plans shall be poured around all valve boxes.
- C. Installation of Valves: Valves shall be jointed in accordance with the methods of jointing pipe as specified elsewhere herein. Valve stems shall be plumb and there shall not be any obstructions which will prohibit the installation of valve boxes directly over the stem.

Concrete anchor collars shall be provided around an adjoining length of pipe for all valves 16-inches in diameter or larger and for smaller valves when specified on the Plans. Mechanical joint retainer glands shall be installed on all valves with mechanical joint ends 12-inches in diameter or larger when cast iron or ductile iron pipe is specified and for smaller valves when specified on the Plans. All valves installed in conjunction with PVC or Asbestos-Cement pipe shall be cradled in concrete with an adequate bearing area to prevent differential settlement between the valve and pipe.

When the distance between the valve operating nut and the finished surface exceeds five (5) feet, a valve stem extension shall be provided. The stem shall be round steel bar stock at least 7/8 inch in diameter with a 2-inch square operating nut attached to the upper end and of length adequate to reach from the valve operating nut to a point within 18-inches to 12-inches of the finished surface. A box wrench made from steel 1/4 inch shall be welded to the lower end of the stem extension which will fit over the valve operating nut. The stem extension shall be attached to the valve operating nut by a 1/4 inch bolt which shall pass through the stem extension box and the valve operating nut. The hole for the 1/4 inch nut shall be 3/8 inch in diameter. A round center guide made from 3/16 inch or 1/4 inch steel plate shall be welded to the valve stem extension approximately 6 inches from the upper end. The diameter of the guide shall be slightly smaller in diameter than the inside diameter of the valve box. Shop drawings shall be submitted to the Engineer for approval prior to installing stem extension pieces.

2. BLOW-OFF VALVE INSTALLATION: Blow-off valves shall be installed at the locations directed by the Engineer. The unit price shall consist of furnishing and installing all required materials including gate valves, cast iron piping and fittings, and concrete required for blocking and performing all operations necessary for the installation of a blow-off valve in accordance with the details shown on the plans.

3. TIE-INS TO EXISTING SYSTEM:

A. Tapping Sleeves: Sleeves shall be designed for a working pressure of at least 225 psi and furnished with a test plug through the body for hydrostatic pressure testing. Only mechanical type sleeves are acceptable. The outlets shall conform to ANSI B16.1, Class 125 flanges designed to accept tapping valves described in paragraph 4.B., herein. Sleeves shall be designed to properly fit the type and class of pipe specified. Sleeves may be cast iron, ductile iron, or steel. Steel sleeves shall be coated with high build, high strength vinyl paint, and all bolts shall be corrosion resistant alloy. Sleeves which are designed in such manner that the watertight seal around the outlet is achieved by a gasket placed between the sleeve body and the pipe barrel shall be provided with a recess in the sleeve body to accommodate the gasket.

B. Tapping Valves: Refer to Section 3, 3D-I.

4. MEASUREMENT AND PAYMENT: Completed installations of appurtenances in accordance with the plans and specifications including bolts, gaskets, flanges, blocking, piping, and other incidentals shall be paid for at the unit price as provided in the Proposal and Bid Schedule.

SECTION 4 - CONCRETE THRUST BLOCKS & COLLARS

1. **GENERAL:** Concrete thrust blocks and anchors shall be provided along the pipe line in accordance with the construction details, plan sheets, or as directed by the Engineer. The concrete mix shall be Class 3000 for thrust collars and Class 2500 for thrust blocks.

Concrete for thrust blocks shall be placed against undisturbed soil. The excavation shall be hand shaped and free of loose material. Forms shall be used to confine the concrete in areas other than that part that is in contact with undisturbed soil in the direction of the thrust.

No concrete shall be placed around any part of a joint or placed so that it interferes with the removal of any joint accessories such as bolts, followers, threads, collars, couplings, etc. Fire hydrant drains shall not be restricted.

The top of the concrete thrust block or collar shall be struck off with a wood straight edge or float.

Concrete shall not be placed when the temperature is below 40 deg. F, or below 35 deg. F if the temperature is rising unless approved by the Engineer. Placement shall be in accordance with Section 4 of these Specifications.

Admixtures are not to be used without the approval of the Engineer.

All placement of concrete must be in the presence of the Engineer or his representative. The Contractor is cautioned that he may be required to remove any concrete placed in the absence of the Engineer or his representative without compensation.

Backfill over concrete thrust blocks or collars shall not be placed before the concrete has attained initial set.

No thrust blocks shall be less than six (6) inches thick between the pipe line or appurtenances and undisturbed soil in the direction of the thrust.

The excavation shall be free of water before concrete is placed. Steel reinforcement, as specified on the Plans, shall be placed in accordance with Section 5 herein.

The pipe or appurtenances shall be cleaned before placing concrete when the concrete is to be in direct contact with the pipe or appurtenances.

The area of contact of the thrust blocks and collars shall be sufficient to resist the thrust. This area will vary depending on the safe bearing value of the soil. Suggested safe bearing values are as follows:

Type of Soil	Suggested Safe Bearing Values (tons/sq. ft.)
Solid Rock	25
Hard Slate	6
Medium Shale	4
Soft Shale	2
Dry Clay Gravel	4
Soft Clay	1.5
Dry Sand or Loam	2.5
Wet Clay	0.75

The above values are approximate and will vary considerably and are intended to be used only as a guide. The Contractor is responsible for determining the soil bearing value or taking other action to assure that the bearing area is adequate to restrain the pipe or appurtenances.

Where the soil is unstable or in the case of recent fill areas, the following procedures shall apply either singly or in a combination:

- A. Thrust blocks shall be of adequate size to restrain pipe or appurtenances by mass alone without depending on horizontal bearing of the soil.
- B. The excavation shall extend deep enough to contact firm soil and the block brought up to the pipe or appurtenances and constructed so that the block acts as a beam and will provide restraint required. Such blocks shall be reinforced with steel reinforcing bars.
- C. Anchor blocks shall be constructed in a firm soil and tie rods extended to the pipe or appurtenances.

Thrust blocks for vertical bends shall be adequate to resist the thrust by mass alone when the thrust is upward.

Thrust blocks and collars shall be adequate to restrain the pipe line and appurtenances at the specified test pressure. The following table lists the resultant thrust at certain fittings at pressure of 100 psi. In order to determine the thrust at the test pressure these values are to be multiplied by a factor equal to the test pressure divided by 100.

<u>Fitting</u>	<u>Thrust Per 100 psi Pressure</u>									
	<u>Thrust (Tons)</u>									
	2"	2 1/2"	3"	4"	6"	8"	12"	16"	20"	24"
11 1/4 deg. Bend	0.03	0.05	0.07	0.12	0.3	0.5	1.1	2.0	3.1	4.4
15 deg.	0.04	0.06	0.09	0.16	0.4	0.7	1.5	2.6	4.1	5.9
22 1/2 deg.	0.06	0.10	0.14	0.24	0.6	1.0	2.2	3.9	6.1	8.8
30 deg.	0.08	0.13	0.18	0.32	0.7	1.3	2.9	5.2	8.1	11.7
45 deg.	0.12	0.19	0.27	0.48	1.1	1.9	4.3	7.7	12.0	17.3
90 deg.	0.22	0.35	0.50	0.88	2.0	3.6	8.0	14.2	22.2	32.0
Plug	0.15	0.24	0.35	0.62	0.4	2.5	5.7	10.1	15.7	22.6

Concrete thrust blocks or collars that fail to restrain the pipe or appurtenances shall be replaced by the Contractor at his expense.

2. MEASUREMENT AND PAYMENT: No separate payment shall be made for concrete thrust blocks, but shall be considered subsidiary to the price for pipeline installation.

SECTION 5 - TESTING AND STERILIZATION

1. DESCRIPTION OF WORK: The work to be performed under this section of the specifications shall consist of furnishing all labor, materials, and equipment necessary to test and sterilize the water main as specified herein.
2. HYDROSTATIC TEST: After the pipe has been laid for at least seven (7) days, the line shall be tested in such sections approved by the Engineer. The Contractor shall furnish all labor, materials, tools, and equipment required to bulkhead and seal off the line for testing, fill it with water, raise the filled line to test pressure and measure both pressure and leakage over the test period.

The entire length of the installed line shall be field tested for water tightness in the following manner: The section of the line to be tested shall be filled with water and allowed to stand for such time as is required for the cement lining of the pipe to absorb such water as it will and for the escape of all air from the line. During the filling of the line, care shall be exercised to see that all air vents are open and all bulkheads, valves, manholes, connections, etc. in the section undergoing test shall be carefully examined for leakage. All known leaks shall be stopped, regardless of these test requirements. If permanent air vents are not located at all high points, the contractor shall install corporation cocks at such points so that the air can be expelled as the line is filled with water. After all the air has been expelled, the corporation cocks shall be closed and the test pressure applied. At the conclusion of the pressure test, the corporation cocks shall be removed and plugged or left in place at the discretion of the owner.

The test shall consist of raising and holding the hydrostatic pressure in the test section to 150 psi. Such pressure shall be maintained for a period of not less than four (4) hours, during which time the water pumped into the line to maintain the test pressure shall be accurately measured in a satisfactory manner.

No pipe installation will be accepted if the leakage is greater than that determined by the following formula:

$$L = \frac{SD \times P^{0.5}}{148,000}$$

in which L is allowable leakage, in gallons per hour; S is the length of pipeline tested; D is the nominal diameter of the pipe, in inches; and P is the average test pressure during the leakage test, in pounds per square inch gage.

In the event any section of the line tested fails to meet the above specified requirements for water tightness, the cause of the excessive leakage shall be determined and remedied to the satisfaction of the Engineer, at the expense of the Contractor, including retesting. It shall be the responsibility of the Contractor to provide the necessary outlets for testing the pipeline.

3. STERILIZATION: Prior to sterilizing, each valved section of the new pipeline shall be pressure tested and flushed with clean water from the existing system to remove all apparent evidence of dust, soil and fine debris which may have entered the line during construction and testing.

New mains shall be thoroughly disinfected in accordance with the most current AWWA Standard C651. Chlorine shall be used to sterilize the pipeline by the following method: The amount of chlorine applied shall be such as to provide a dosage of not less than fifty (50) parts per million. The chlorinating material shall be introduced to the water lines and distribution system in a manner approved by the Engineer. After a contact time of not less than twenty-four (24) hours, the system shall be flushed with clean water until the residual chlorine content is not greater than 0.2 parts per million. All valves in the lines being sterilized shall be opened and closed several times during the contact period.

There are two options for two sets of samples: Option 1 – samples are taken 16 hours apart; Option 2 – samples are taken 15 minutes apart after a 16 hour rest period.

Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure which are to be repeated if contamination persists. A minimum of one (1) sample for each 1,000 feet of completed water line will be required, or at the next available sampling point beyond 1,000 feet as designated by the design engineer, and submitted for analysis to the State Board of Health. No water main shall be placed into service until satisfactory test reports have been received.

Unless otherwise provided for in the Bid Schedule and Proposal, the cost of furnishing the chlorine, labor, tools, equipment, and test of chlorine content and bacteriological tests shall be at the expense of the Contractor.

4. MEASUREMENT AND PAYMENT: Testing and sterilization will be paid for at the price shown in the Proposal.

SECTION 6 – STORM WATER POLLUTION PREVENTION

- 6.1. DESCRIPTION: This item shall consist of the work required to provide storm water pollution prevention meeting the requirements of the Texas Commission on Environmental Quality (TCEQ). The TCEQ requirements are specified in the Texas Pollutant Discharge Elimination System (TPDES) Construction General Permit (CGP) No. TXR150000.
1. REQUIREMENTS – 5 OR MORE ACRES DISTURBED. For construction activities that will disturb 5 or more acres, the Contractor shall perform all activities required by TCEQ. TCEQ requirements include, but are not limited to the following tasks:
 - a. Obtain a copy of the TCEQ CGP (TPDES Permit No. TXR150000).
 - b. Develop a storm water pollution prevention plan (SWP3) meeting the requirements of the TCEQ General Permit.
 - c. Complete and submit a Notice of Intent (NOI) to the TCEQ using the TCEQ form. Include all necessary fees with the NOI submittal. The NOI and all fees must be submitted at least two (2) days prior to commencement of construction.
 - d. Provide the Owner and the Engineer with a copy of the NOI and a copy of the check to the TCEQ and a written notice indicating the date that the NOI was submitted to the TCEQ.
 - e. Implement the SWP3. Perform maintenance and inspection as required by the SWP3.
 - f. Continue to submit the annual project fee as the project continues.
 - g. Modify the SWP3 during construction as necessary.
 - h. Complete and submit a Notice of Termination (NOT) to the TCEQ once the site has reached final stabilization.
 2. REQUIREMENTS – 1 OR MORE ACRES BUT LESS THAN 5 ACRES DISTURBED. For construction activities that will disturb 1 or more acres, but less than 5 acres, the Contractor shall perform all activities required by TCEQ. TCEQ requirements include, but are not limited to the following tasks:
 - a. Obtain a copy of the TCEQ CGP (TPDES Permit No. TXR150000).
 - b. Develop a storm water pollution prevention plan (SWP3) meeting the requirements of the TCEQ General Permit.
 - c. Complete and post a Construction Site Notice (CSN) on the job site at least two (2) days prior to commencement of construction.
 - d. Implement the SWP3. Perform maintenance and inspection as required by the SWP3.
 - e. Modify the SWP3 during construction as necessary.
 3. REQUIREMENTS – LESS THAN 1 ACRE DISTURBED. For construction activities that will disturb less than one acre, coverage under the TCEQ permit is not required. The Contractor shall, regardless of the size of the area disturbed, provide storm water pollution prevention measures to protect downstream water quality. If construction activity increases and the disturbed area increases to 1 or more acres, the Contractor will be required to comply with the applicable sections above.