

CONTRACT DOCUMENTS
AND
TECHNICAL SPECIFICATIONS

FOR



CITY OF BURNET

ON

Wofford Street Waterline
TxCDBG - TDA
CONTRACT NO. CDV23-0311

FEBRUARY 2025

GLS NO. 613018



ARCHITECTURE · ENGINEERING · INTERIORS
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TBPE FIRM REGISTRATION #413

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AND
TECHNICAL SPECIFICATIONS
FOR
CITY OF BURNET
ON
Wofford Street Waterline
TxCDBG - TDA
CONTRACT NO. CDV23-0311

FEBRUARY 2025

OWNER:

City of Burnet
1001 Buchannon Dr., Ste. 4
Burnet, Texas 78611



ENGINEER:

GLS
4077 Cross Park Dr., Ste. 100
Bryan, Texas 77802
(979) 776-9700

GLS NO. 613018

TBPE FIRM REGISTRATION #413



03/17/2025

CITY OF BURNET
Wofford Street Waterline
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ADVERTISEMENT AND INVITATION FOR BIDS

The City of Burnet will receive bids for Wofford Street Waterline (TxCDBG – TDA Contract No. CDV23-0311) until 11:00am on April 10, 2025 at City of Burnet, 1001 Buchanan Dr., Ste. 4 Burnet, Texas 78611. The bids will be publicly opened and read aloud at 11:00am on April 10, 2025 at City of Burnet, 1001 Buchanan Dr., Ste. 4 Burnet, Texas 78611.

- A non-mandatory pre-submittal conference will be held on April 3, 2025 at 11:00am, in the same location as the bid opening.
- Deadline for questions: April 3, 2025, all questions must be submitted in writing to acotton@glstexas.com
- Final Addendum issued on April 4, 2025

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

- 16" C-900 SDR 14 PVC Waterline – 2,482 LF
- Asphalt Pavement Repair (Base Bid) – 972 SY
- 2" Existing Asphalt Pavement To Be Milled For Complete Street Overlay (Alt. Bid) – 6,948 SY

Bid/Contract Documents, including Drawings and Technical Specifications are on file and may be reviewed at GLS, 4077 Cross Park Dr., Ste. 100 Bryan, Texas 77802, (979) 776-9700.

Bid/Contract Documents may be viewed and downloaded free of charge (with the option to purchase hard copies) at www.civcastusa.com.

ID: CIPWT-2023A

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 the City of Burnet or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

The project to be constructed will be financed with assistance from the Texas Department of Agriculture (TDA) under the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) program and is subject to all applicable Federal and State laws and regulations. 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 Department of Labor 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 orientation, gender identity, or national origin. Adherence to the grant recipient's Section 3 Policy is required for all contracts and subcontracts.

The City of Burnet reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by City of Burnet for a period not to exceed sixty (60) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

All contractors/subcontractors that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project.

City of Burnet

David Vaughn, City Manager

March 2025

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION

1. Use of Separate Bid Forms

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

2. Interpretations or Addenda

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

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

3. Inspection of Site

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

4. Alternate bid items

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

5. Bids

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

- c. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, 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, evidence of clearance through the System for Award Management (www.SAM.gov), 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 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, as stated in the Bid Summary. 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.

19. System for Award Management (SAM) Clearance

All contractors and subcontractors must be cleared (not suspended or debarred) through the System for Award Management (www.SAM.gov) prior to any formal action authorizing the award of a contract to the contractor.

We encourage all bidders to submit evidence of SAM clearance with Bid Documents. Evidence of SAM clearance must be obtained prior to award of contract. If evidence cannot be provided within 14 days of bid opening, you will be considered an ineligible bidder.

20. 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.

BID FOR UNIT PRICE OR LUMP SUM CONTRACTS

Place CITY OF BURNET
Date _____
Project No. _____

Proposal of _____ (hereinafter called Bidder) a corporation organized and existing under the laws of the State of _____/a partnership/an individual, doing business as _____ (cross out non-applicable references).

To The CITY OF BURNET (hereinafter called Owner).

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of a Wofford Street Waterline (TxCDBG – TDA Contract No. CDV23-0311), having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within One Hundred Twenty (120) consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$300.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addenda:

Bidder agrees to perform all the Wofford Street Waterline (TxCDBG – TDA Contract No. CDV23-0311) work described in the specifications and shown on the plans, for the prices as bid in the BID SCHEDULE/SECTION 00320.

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required under the GENERAL CONDITIONS. The bid security attached in the sum of _____ (\$_____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted,

By _____

Title _____

Address _____

(SEAL - if bid is by a corporation)

SECTION 00315

BID SUMMARY

OWNER: City of Burnet
1001 Buchannon Dr., Ste. 4
Burnet, Texas 78611
(512) 756-6093

ENGINEER: GLS
4700 Cross Park Dr., Ste. 100
Bryan, Texas 77802
(979) 776-9700

PROJECT: **Wofford Street Waterline (TxCDBG – TDA Contract No. CDV23-0311)**

I. TOTAL AMOUNT OF BASE BID, IN WORDS _____
_____ DOLLARS (\$ _____)

II. TOTAL AMOUNT OF ADDITIVE ALTERNATE BID 1, IN WORDS _____
_____ DOLLARS (\$ _____)

NOTE: OWNER WILL CONSIDER AWARD OF ONE OR MULTIPLE CONTRACTS FOR THE MOST ADVANTAGEOUS COMBINATION OF PARTS, ALTERNATIVES, AND ADDITIVES.

BIDDER: _____ **SIGNED:** _____

ADDRESS: _____ **BY:** _____

_____ **TITLE:** _____

_____ **DATE:** _____

TELEPHONE
NO: () - _____ **ATTEST:** _____

EMAIL: _____

Bid Schedule
City of Burnet
Wofford Street Waterline
TxCDBG - TDA: CDV23-0311

BASE BID - CITY OF BURNET - PROPOSED 16" WATERLINE					
Item	Description	QTY	Unit	Unit Price	Total
A. General Items					
1	Mobilization for duration of project, including related items and appurtenances, complete in place	1	LS		
2	Traffic control, including Traffic Control Plans signed and sealed by a engineer, submitted and approved by the city, all signage, barricades, cones, and related items and appurtenances, complete in place	1	LS		
3	Field locate existing utilities and service lines for construction of the proposed improvements, including related items and appurtenances, complete in place	1	LS		
4	Site Clean-up, 4" topsoil, fine grading of areas disturbed by construction, including related items and appurtenances, complete in place	1	LS		
5	SWPPP Measures	1	LS		
6	Hydromulch Seeding of ROW, including related items and appurtenances, complete in place	1	LS		
7	Furnish and install construction exit, including removal at completion of project, related items and appurtenances, complete in place	70	SY		
Total Section A. General Items.....				\$	-
B. Demolition Items					
1	Remove and dispose of existing concrete pavement, including related items and appurtenances, complete in place	10	SY		
2	Remove and dispose of existing asphalt pavement, including related items and appurtenances, complete in place	978	SY		
3	Remove and dispose of existing 8" TEE including related items and appurtenances, complete in place	2	EA		
4	Remove and dispose of existing 8" gate valve and box including related items and appurtenances, complete in place	3	EA		
Total Section B. Demolition Items.....				\$	-

Bid Schedule
City of Burnet
Wofford Street Waterline
TxCDBG - TDA: CDV23-0311

Item	Description	QTY	Unit	Unit Price	Total
C. Waterline Items					
1	16" C-900 DR 14 PVC waterline and fittings install by open cut, including structural backfill, related items and appurtenances, complete in place	1,752	LF		
2	16" C-900 DR 14 PVC waterline and fittings installed by open cut, including non-structural backfill, related items and appurtenances, complete in place	592	LF		
3	8" gate valve and box, including related items and appurtenances, complete in place	2	EA		
4	16" gate valve and box, including related items and appurtenances, complete in place	8	EA		
5	Air release valve assembly, including reducers, 4" gate valve and box, manhole, cone, ring, lid, including related items and appurtenances, complete in place	1	EA		
6	4" blow off valve, including related items and appurtenances, complete in place	1	EA		
7	Interconnect proposed 16" waterline to existing 16" waterline, including related items and appurtenances, complete in place	1	EA		
8	Interconnect proposed 16" waterline to existing 8" waterline, including related items and appurtenances, complete in place	1	EA		
9	Interconnect proposed 8" waterline to existing 8" waterline, including related items and appurtenances, complete in place	2	EA		
10	Interconnect proposed 4" waterline form air release valve to existing 8" waterline, including related items and appurtenances, complete in place	1	EA		
11	Waterline crossing above existing sanitary sewer line with polywrap of waterline and flowable fill bedding, 10' from center and 12" on both sides of 16" pipe including related items and appurtenances, complete in place	20	LF		
12	Furnish and install trench safety system for waterline, including related items and appurtenances, complete in place	2,400	LF		
13	2" asphalt pavement repair, including related items and appurtenances, complete in place	978	SY		
14	Remove and reset existing landscape rock at plant entrance, including related items and appurtenances, complete in place	1	LS		
15	Disconnect and cap existing waterline, including related items and appurtenances, complete in place	3	EA		
16	Concrete pavement repair, including related items and appurtenances, complete in place	10	SY		
Total Section B. Waterline Items.....				\$	-

Bid Schedule
 City of Burnet
 Wofford Street Waterline
 TxCDBG - TDA: CDV23-0311

Item	Description	QTY	Unit	Unit Price	Total
Alternate Bid 1					
1	Mill, remove and dispose of 3' wide section of 2" asphalt along curblin, including related items and appurtenances,complete in place.	1,100	SY		
2	2" type D asphalt overlay, including tack coat and related items and appurtenances, complete in place	6,718	SY		
Total Section B. Waterline Items				\$	-
TOTAL BID					

BID BOND

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

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

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

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

(SEAL)

(SEAL)

Attest:

By: _____

Affix
Corporate
Seal

Attest:

By: _____

Affix
Corporate
Seal

Attest:

By: _____

Countersigned

By _____

* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corporate
Seal

Title: _____

* Power-of-attorney for person signing for Surety Company must be attached to bond.

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Date: _____

Bidder
(Legal Name of Firm): _____

Date Organized: _____

Name of Owner(s): _____

Address: _____

Date Incorporated: _____

Federal ID Number: _____

Number of Years in contracting
business under present name _____

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

Work Presently Under Contract:

Contract	\$ Amount	Completion Date

Attach additional sheets if necessary

Type of work performed by your company: _____

Total Staff employed by Firm (Include breakdown by Managers and Trades on separate sheet):

Have you ever failed to complete any work awarded to you? *(If yes, please attach summary on a separate sheet. Include brief explanation of cause and resolution)*

Yes No

Have you ever defaulted on a contract? *(If yes, please attach summary of details on a separate sheet.)*

Yes No

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

Yes No

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

Project	\$ Amount	Month/Year Completed

Attach additional sheets if necessary

Major equipment available for this contract:

Are you in compliance with all applicable EEO requirements? *(If no, please attach details on separate sheet.)*

Yes No

(Optional) Minority Business Reporting Information:

Owner's Race: _____

Owner's Ethnicity: _____

Owner's Gender: _____

Are you a Section 3 business? 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

Address: _____ Contact Name: _____

City & State: _____ Zip: _____ Phone Number: _____

Credit available: \$ _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? *(If yes, please attach summary of details on a separate sheet.)*

Yes No

Additional Attachments

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

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

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

Signed this _____ day of _____, 20____.

Signature

Printed Name and Title

Company Name

Notary Statement:

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

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

Signature of Notary Public

Printed Name

My Commission Expires: _____

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

Proposed Contracts 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

PROPOSED CONTRACTS BREAKDOWN

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

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LMI Residents (Section 3)
Totals				

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

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of _____)

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

(1) He/She is _____ of _____, the Bidder that has submitted the attached Bid;

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

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

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

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

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____.

By: _____
Notary Public

My commission expires _____

ATTORNEY'S REVIEW CERTIFICATION

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

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

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

Texas State Bar Number: _____

PLEASE PROVIDE CONTRACTOR PROOF OF SAM.GOV CLEARANCE

CONSTRUCTION CONTRACT (TDA)

THIS AGREEMENT made this the [Date] day of [Month] , [Year] , by and between [Name of Firm] an [Description of Firm] hereinafter called the “*Contractor*”, and City of BURNET hereinafter called the “*City*”

WITNESSETH, that the Contractor and the City of BURNET 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, Wofford Street Waterline (TxCDBG – TDA) for the TDA Contract No. CDV23-0311 Texas Community Development Block Grant (TxCDBG) project, all in strict accordance with the contract documents including all addenda thereto, numbered _____, dated _____ and _____, all as prepared by GLS 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 prices* stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in Exhibit _____, hereof.

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

- This Construction Agreement
- EXHIBIT A: General Conditions for Construction
- EXHIBIT B: Invitation for Bids
- EXHIBIT C: Instructions to Bidders
- EXHIBIT D: Signed Copy of Bid and Bid Schedule
- EXHIBIT E: General Conditions
- EXHIBIT F: Special Conditions
- EXHIBIT G: Technical Specifications
- EXHIBIT H: Drawings (as listed in the Schedule of Drawings)
- EXHIBIT I: [Add any additional applicable documents]

ARTICLE 4. Performance. Work, in accordance with the Contract dated _____, shall commence on or before _____, _____, and Contractor shall complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, _____.

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 part first enumerated 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 _____ original copies on the day and year first above written.

(The Contractor)

By _____
Title _____

City of BURNET
(City)

By _____
Darrell Branch
Title City Manager

Corporate Certifications

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the Contractor, was then _____ 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

(Corporate Secretary)

SECTION 00510
NOTICE OF AWARD

To: _____

Date: _____

Project Description: CITY OF BURNET
Wofford Street Waterline (TxCDBG – TDA Contract No. CDV23-0311)

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, and Information for Bidders.

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

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

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

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

Dated this _____ day of _____.

OWNER: CITY OF BURNET

BY: David Vaughn

TITLE: City Manager

SIGNED: _____

ACCEPTANCE OF NOTICE

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

BY: _____

TITLE: _____

SIGNED: _____

SECTION 00520
NOTICE TO PROCEED

To: _____

Date: _____

Project Description: CITY OF BURNET
Wofford Street Waterline (TxCDBG – TDA Contract No. CDV23-0311)

You are hereby notified to commence WORK in accordance with the Agreement dated _____
_____, 2025, on or before _____, and you are to complete the WORK
within One Hundred Twenty (120) consecutive calendar days thereafter.

The date of completion of all WORK is therefore _____, 2025.

OWNER: CITY OF BURNET

BY: David Vaughn

TITLE: City Manager

SIGNED: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____

_____ this the _____ day of _____, 2025.

BY: _____

TITLE: _____

SIGNED: _____

SECTION 00810

SPECIAL CONDITIONS

1.0 SCHEDULE AND SEQUENCE OF CONSTRUCTION

Submit proposed schedule and sequence of construction to the ENGINEER for his approval prior to beginning work.

2.0 SUBCONTRACTORS

Submit names and addresses of subcontractors for approval.

3.0 EXAMINATION OF PROJECT SITE

Make a careful examination of the project site, the existing conditions around the site, ingress and egress limitations, and traffic considerations prior to bidding.

4.0 CONTENT OF PROJECT

CONTRACTOR is to furnish project complete as required in the Specifications, Drawings, and Contract Documents. Items not specifically covered in these documents which comprise a part of the project shall be considered incidental to the project. CONTRACTORS are to consider all incidental work necessary for a satisfactory and completed project and are to include any related costs in the original prices bid.

5.0 SPECIFICATIONS

Four (4) sets of plans and specifications shall be furnished to the CONTRACTOR for construction purposes.

6.0 TESTING

An Allowance for Testing Laboratory services is included in this contract. Payment for these services will be drawn against this allowance, based on invoiced cost. Refer to Section 01410

A minimum of 3 test cylinders will be made for each days pour. One cylinder in each set shall be broken in 7 days and two at 28 days. Test reports will be submitted to CONTRACTOR, ENGINEER, and OWNER.

7.0 SHOP DRAWINGS

Submit four (4) copies of all shop drawings to the ENGINEER for approval. Shop drawings are required on all products that are installed on this project.

8.0 UTILITIES FOR CONSTRUCTION

Make arrangements for water, electrical power, and other utilities required during construction operations for construction purposes.

9.0 FIELD STAKING

CONTRACTOR is responsible for staking and layout during construction in accordance with plans. Coordinate tie-in locations with Owner and Engineer.

10.0 LOCATION AND REPAIR OF EXISTING UTILITIES

It is the CONTRACTOR's responsibility to verify the location of all utilities and service lines before proceeding with the work. If a utility or service line is broken during the course of construction, it shall be the CONTRACTOR's responsibility to repair such breaks at no cost to the OWNER.

11.0 REGULATORY AGENCY

Construction is to be done in accordance with Texas Commission on Environmental Quality (TCEQ) and CITY OF BURNET requirements, as applicable.

12.0 MATERIALS

CONTRACTOR will supply to the ENGINEER the brand names of major materials and names and addresses of major material suppliers and subcontractors.

13.0 PLASTIC PIPE INSTALLATION (PE/PVC)

Certified training of the CONTRACTOR's employees joining plastic pipe will be required under this CONTRACT, as follows:

- 13.1 Trained and certified employees will join pipe. Submit copy of certification for each joiner to ENGINEER.
- 13.2 The fact that certified employees perform the joining of the pipe in no way can be construed to be acceptance of the work by the OWNER.

14.0 PIPELINE CROSSING

- 14.1 CONTRACTOR shall be responsible for notifying underground utility owner of activities in the vicinity of their facilities. CONTRACTOR shall make notification at least forty-eight (48) hours in advance of operations around said utilities.
- 14.2 Utilities, or cables, not shown on the plans does not relieve the CONTRACTOR of the responsibility of notifying utilities owners when said utilities, or cables, are encountered on the project.

15.0 PIPE/MATERIALS/EQUIPMENT INSPECTION

Each load of pipe, materials, and equipment delivered to the job site will be checked by the OWNER or Inspector to assure that it meets specifications.

16.0 TRENCH SAFETY

A trench safety system and plan is required in accordance with Occupational Safety and Health Administration's (O.S.H.A.) publication standard - "Excavations", 29 CFR Part 1926 (latest revision), for trench depths five (5) feet and greater.

17.0 PARTIAL PAYMENTS

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.

18.0 OWNER'S APPROVAL

Written approval of the OWNER must be secured prior to payment of the final retainage under this CONTRACT.

19.0 RECORD DRAWINGS

CONTRACTOR shall maintain during construction one "Record Set" of construction drawings. Any deviation from plans shall be noted and location of underground piping, tie-ins, stubs, utility crossing, etc... shall be noted on the field set of drawings. At completion of construction as a condition of final acceptance, the record set of drawings shall be delivered to the ENGINEER for transference to "Record" drawings.

20.0 PROJECT SIGN

Public buildings, facilities, centers, constructed with Texas Department of Agriculture (TDA) Community Development Block Grant (CDBG) assistance shall have permanent signage placed in a prominent visible public area with the wording provided below. The formatting of such signage will be at local discretion to best fit the architectural design of the facility constructed but should be legible from at least three feet distance.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc. utilizing TDA CDBG funding shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner. Cost of signage to be included in bids.

The CONTRACTOR shall be responsible for furnishing the following **Project Sign Wording:** "This project is funded by the Texas Department of Agriculture of the State of Texas, to strengthen and enhance the quality of life in smaller and rural communities with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

21.0 SALES TAX

The OWNER is tax exempt and will furnish tax exemption certificate upon request.

GENERAL SPECIFICATIONS

SPECIAL CONDITIONS

PART III

1. PROJECT SITE

(The "SPECIAL CONDITIONS" provide a flexible Division of the Contract Documents, in which to place provisions which contain elements that vary from one project to another and which cover situations peculiar to the Project involved. The conditions outlined may require modification to fit the local situation or it may be necessary to include additional provisions to amplify the Contract requirements.)

The Project Area consists of the area as shown on the Drawing(s) No.(s) C1 THROUGH C3.

2. TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Local Public Agency in the Notice to Proceed to the Contractor and shall be fully completed within (See Bid Form) thereafter.

3. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Local Public Agency the sum of (See Bid Form) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated for completion, or as modified in accordance with Section 109 hereof, until such work is satisfactorily completed and accepted.

(The minimum amount of the liquidated damages per calendar day should be sufficient to reimburse the Local Public Agency for all salaries for inspectors, the HUD Site Representative, and overhead expense due to the Contractor having failed to complete the Improvements embraced in this Contract within the time stipulated for completion.)

4. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:(LIST)

5. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required under Section 129 of the General Conditions the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$300,000.00 for

injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$500,000.00 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$500,000.00.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

6. BUILDER'S RISK INSURANCE

As provided in the General Conditions, Section 129 (e), the Contractor will not maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Local Public Agency, the Contractor, and all subcontractors, as their interests may appear.

7. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all Improvements embraced in this Contract complete in every respect within the specified time.

8. COMMUNICATIONS

- 1) All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- 2) Any notice to or demand upon the Contractor shall be sufficiently stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Local Public Agency), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- 3) All papers required to be delivered to the Local Public Agency shall, unless otherwise specified in writing to the Contractor, be delivered to the Engineer at 1609 S. Chestnut, Suite 202, Lufkin, Texas 75901, and any notice to or demand upon the Local Public Agency shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Local Public Agency at such address, or to such other representatives of the Local Public Agency or to such other address as the Local Public Agency may subsequently specify in writing to the Contractor for such purpose.
- 4) Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or (in the case of telegrams) at the time of actual receipt, as the case may be.
- 5) This section does not apply to decisions given pursuant to section 113(b) of this contract.

9. JOB OFFICES

- a) The contractor shall furnish and maintain, during construction of the Improvements embraced in this Contract adequate facilities on the Project Area or adjacent thereto for the use of the Local Public Agency and its Engineers, as follows:

NONE REQUIRED

- b) The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the Site. The Local Public Agency shall be consulted with regard to locations.
- c) Upon completion of the Improvements, or as directed by the Local Public Agency the Contractor shall remove all such temporary structures and facilities from the Site, same to become his property, and leave the Site of the work in the condition required by the Contract.

10. PARTIAL USE OF SITE IMPROVEMENTS

The Local Public Agency, at its election, 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;

- The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.
- The period of guarantee stipulated in the Section 132 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

11. WORK BY OTHERS

(It may be that local ordinances or regulations require connections, or disconnections, from utilities or sewers to be made by designated departments or companies. These facts should be obtained and inserted in this Section. The costs, if any, to the Contractor should be stated in paragraph "b". Delete such items not applicable.)

The following work will be done by others:

- a. At no expense to the Contractor:

- (1) On site:

(a) N/A

(b) N/A

etc.

(2) Off site:

(a) N/A

(b) N/A

b. At the expense to the Contractor:

(1) On site:

(a) N/A

(b) N/A

etc.

12. CONTRACT DOCUMENTS AND DRAWINGS

The Local Public Agency will furnish the Contractor without charge four (4) (Insert number to be supplied without cost to the Contractor which should be determined by the magnitude of the Contract and probable number of subcontracts) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost of \$(See Advertisement) per set (non-refundable).

**GENERAL SPECIFICATIONS
SCHEDULE OF DRAWINGS**

Sheet List Table	
Sheet Number	Sheet Title
-	Cover
C0.00	Project Notes
SV-1	Topographic Survey
SV-2	Topographic Survey
SV-3	Topographic Survey
C1.00	Existing Conditions & Demolition Plan
C1.01	Existing Conditions & Demolition Plan
C1.02	Existing Conditions & Demolition Plan
C2.00	Waterline Plan & Profile
C2.01	Waterline Plan & Profile
C2.02	Waterline Plan & Profile
C2.03	Waterline Plan & Profile
C2.04	Waterline Plan & Profile
C3.00	Project Details

All Drawings (and Technical Specifications) for the Improvements embraced in the Contract which will be taken over and maintained by the Local Government for public use should be:

- 1) Prepared in accordance with local standards and ordinances; and
- 2) Approved by designated head of the proper department of the Local Government, before being included in the Contract Documents.

TECHNICAL SPECIFICATIONS

The Engineer must prepare and attach to these Contract Documents, detailed Technical Specifications covering all items of work involved in the construction of the Improvements as planned. All Technical Specifications for utilities and other underground construction must contain appropriate Sections covering the recording of all necessary data and measurements required for the preparation of the "As-Built" Drawings as specified.

General Conditions for Construction Contracts

1. Contract and Contract Documents

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

2. Definitions

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

- (a) The term "Contract" means the Contract executed between the (Name of City/County), hereinafter called the "City/County" and (Name of Construction Co.), hereinafter called "Contractor", of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Engineer" means (name of engineering firm), 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

1. 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.

- a. a. [Parties should insert here the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

b. Upon such termination, Firm 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 Firm 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 Firm prior to the date of the termination of this Agreement. Firm 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.

2. 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 _____ 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 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 _____ 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.

(f) Domestic Preferences - As appropriate and to the extent consistent with law and to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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 time 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: (_____).

(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 _____ 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 _____*] 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. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

35. Compliance with Davis-Bacon Act

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (a copy of which is attached as Attachment ___ 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] Anti-Lobbying

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

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

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

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

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

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

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

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

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

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

(a.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

(e.) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "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. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

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.

The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section. 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 75 regulations.

The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, 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 75. 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 75.

The Contractor will certify that any vacant employment positions, including training positions, that are filled 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 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.

Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

46. Contract Documents and Drawings

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

47. Contract Period

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

48. Liquidated Damages

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

49. Gender Neutral - Gender References

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

50. RECOMMENDED CONDITION

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

Appendix F
GENERAL CONDITIONS - PART I
FOR CONSTRUCTION

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

- (a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, 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 75 regulations.
- (c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, 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 75. 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 75.
- (d) 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 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.
- (f) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

WARRANTY AND INSURANCE

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Contract cover sheets, insert the approved form of the statutory surety bond or bonds to ensure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the State in which the Project is situated.

*NOTE: This Document is provided for sample purposes only. Contracts and agreements have important legal consequences. It is imperative that you consult with your County attorney concerning the proper drafting, completion, or modification of such documents

PERFORMANCE AND PAYMENT BONDING REQUIREMENTS

Pursuant to the Texas Uniform Grant and Contract Management Act of 1981, the following minimum requirements apply to all TCDP contract:

- a) A performance bond on the part of the contractor for 100 percent of the contract price for contracts in excess of \$100,000.00. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under the contract. For contracts under \$50,000, localities have the option of with- holding payment to construction contractors until completion of construction and acceptance of work by the city or county in lieu of such performance bonds.

- b) A payment bond on the part of the contractor for 100 percent of the contract price for contracts in excess of \$25,000.00. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**SECTION 00610
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that:

_____ (Name of Contractor or Company)

_____ (Address)

a _____ hereinafter called Principal, and

_____ (Name of Surety Company)

_____ (Address)

hereinafter called Surety, are held and firmly bound unto

_____ (Name of Grant Recipient)

_____ (Grant Recipient's Address)

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

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

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

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties in all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and

damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed 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 Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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

ATTEST: _____
(Principal)

(Principal Secretary) By _____ (s)

(SEAL)

(Witness as to Principal) _____
(Address) _____

(Address) _____

ATTEST: _____
(Surety)

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

(Address) _____
(Address) _____

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

**SECTION 00620
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that:

_____ (Name of Contractor or Company)

_____ (Address)

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

and _____
(Name of Surety Company)

_____ (Address)

hereinafter called Surety, are held and firmly bound unto

_____ (Name of Recipient)

_____ (Recipient's Address)

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

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

THE CONFIDENTIALITY OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____,

a copy of which is hereto attached and made a part hereof for the construction of:

_____ (Project Name)

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

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed 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 _____ counter-parts, each on of (Number) which shall be deemed an original, this the ____ day of _____.

ATTEST: _____ (Principal)

_____ By _____ (s)
(Principal Secretary)

(SEAL)

(Witness as to Principal) (Address)

(Address)

ATTEST: _____ (Surety)

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

(Address) (Address)

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

Maintenance Bond

STATE OF TEXAS
COUNTY OF _____

Bond No. _____
Project No. _____
Project Name _____

Know All Men By These Presents: That _____

of the City of _____, County of _____, and

State of _____, as Principal, and _____, **a solvent company authorized under laws of the State of Texas** to act as Surety on bonds for principals, is licensed and have an office in Texas are held and firmly bound unto City of Burnet (Owner or Obligee), in the penal sum of _____ U.S. Dollars (\$ _____ U.S.) for payment

whereof, well and truly to be made, said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

Conditions of this Bond are such that, whereas, Principal has entered into a certain written contract with OWNER, dated the _____ day of _____, _____, which Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Whereas, the penal sum above is intended to represent ten percent (10%) of the total sum of the contractual obligation to the Owner.

Whereas, the said Principal has completed and the Owner has accepted as being complete in accordance with applicable construction documents (this bond shall become effective only after such completion and acceptance) infrastructure improvements (Described as "Work") project contractually known as: _____

Whereas, the Owner requires that the principal furnish a bond conditioned to guarantee for the period of One (1) years after Owner has accepted as being complete in accordance with applicable construction documents, against any defects in workmanship and materials which are the responsibility of the Principal.

Now, therefore, the condition of this obligation is such, that said Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may become apparent before the expiration of the period of One (1) year after Owner has accepted as being complete in accordance with applicable construction documents. In the event that Principal does not make necessary repairs in a timely manner, then this bond to remain in full effect.

This obligation does not cover normal wear and tear of materials, misuse by Obligee or third party, failure of Owner to perform owner required maintenance, not any defects not addressed and known to Obligee prior to acceptance, nor any defects discovered or occurring after the expiration period set above.

Provided, however, that this bond is executed pursuant to provisions of Chapter 2253, Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with provisions of said Article to same extent as if it were copied at length herein.

In witness whereof, said Principal and Surety have signed and sealed this instrument this _____ day of _____, _____.

Principal
By _____
Title _____
Address _____

Surety
By _____
Title _____
Address _____

Telephone _____ Fax _____
E-Mail Address _____

Name and address of Resident Agent of Surety:

Note: Bond shall be issued by a solvent Surety company authorized to do business in Texas, and shall meet any other requirements established by law or by Owner pursuant to applicable law. A copy of surety agent's "Power of Attorney" must be attached hereto.

Certificate of Liability Insurance

[INSERT Copy of Contractor's Liability Insurance]

WORKERS' COMPENSATION REQUIREMENTS

I. MANDATORY LANGUAGE FROM TEXAS WORKERS' COMPENSATION COMMISSION REGULATIONS

WORKER'S COMPENSATION – INSURANCE COVERAGE

A. Definitions:

Certificate of coverage (“certificate”) – A copy of a certificate of insurance, a Certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers’ compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor’s/person’s work on the project has been completed and accepted by the governmental entity.

Person providing services on the project (“subcontractor” in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity which furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

- F. The contractor shall retain all required certificates of coverage for the duration of the project and one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all person providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew of should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person from whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

II. OTHER EXCERPTS FROM 28 TAC 110.110

(d) A Contractor shall:

- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population.

REQUIRED WORKER'S COMPENSATION COVERAGE

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

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

(8) contractually require each person with whom is contracts to provide services on a project, to:

- (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
- (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
- (C) include in all contracts to provide services on the project the language in subsection (e)(3) of this rule;
- (D) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (E) obtain from each other person with whom is contracts, and provide to the contractor:
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (F) retain all required certificates of coverage on file for duration of the project and for one year thereafter;
- (G) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (H) contractually require each other person with whom it contracts, to perform as required by paragraphs (A)-(H), with the certificate of coverage to be provided to the person from whom they are providing services.

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

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) provide a certificate of coverage as required by its contract to provide services on the project, prior to beginning work on the project;
- (3) have the following language in its contract to provide services on the project:

“By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers’ compensation coverage for the duration of the project, that the coverage will be based on proper reporting classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self insured, with the commission’s Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.”

- (4) provide the person from whom it is providing services on the project, prior to the end of coverage period shown on its current certificate of coverage, a new certificate showing extension of coverage, if the coverage period shown on the certificate of coverage ends during the duration of the project;
- (5) obtain from each person providing services on a project under contract to it, and provide as required by its contract:
 - (A) a certificate of coverage, prior to the other person beginning work on the project; and
 - (B) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (6) retain all required certificate so coverage on file for the duration of the project and for one year thereafter;
- (7) notify the governmental entity by certified mail or personal delivery, of any change that materially affects provision of coverage of any person providing services on the project

and send the notice within 10 days after the person knew or should have known of the change; and

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

GRANT REQUIREMENTS AND CERTIFICATIONS

Required Contract Provisions

Italics – Explanatory; not contract language

All Contracts

THRESHOLD	PROVISION	CITATION
None	<p>(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.</p>	2 CFR 200 APPENDIX II (H)
None	<p>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.</p>	2 CFR 200.337
None	<p>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.</p>	2 CFR 200.334

None

Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED.

[Chapter 176](#)
of the Local
Government
Code

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

(1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and

(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; or

(C) has a family relationship with the local government officer.

(a-1) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is:

(1) a political contribution as defined by Title 15, Election Code; or

(2) food accepted as a guest.

(a-2) A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.

(b) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental

entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).

>\$10,000

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

2 CFR 200

APPENDIX
II(B)

Use the following language for contracts > \$ 10,000:

Termination for Cause

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.

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.

Termination for Convenience of the City/County

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.

[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

<p>>\$50,000</p>	<p>A) <i>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><i>Use the following language for contracts > \$50,000:</i></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 receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. <i>[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]</i> If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>≥\$100,000</p>	<p>(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.</p> <p>Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>

Optional 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.	
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Construction Contracts

Italics – Explanatory; not contract language

THRESHOLD	PROVISION	CITATION
<p>>\$2,000 for Davis Bacon and Copeland “Anti-Kickback” Act;</p> <p>>\$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"> <i>1. Davis Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by DOL regulations (29 CFR part 5);</i> <i>2. Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and</i> <i>3. 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</p> <p>(Satisfied with inclusion of HUD 4010)</p>	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	<p>2 CFR 200</p> <p>APPENDIX II</p> <p>(D)</p>
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>\$10,000

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.”

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

§60-1.4(b) Equal opportunity clause.

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

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

41 CFR §60-1.4(b)

And

2 CFR 200

APPENDIX II
(C)

<p>>\$100,000</p> <p>(Satisfied with inclusion of HUD 4010)</p>	<p>(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers</p> <p>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</p> <p>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</p> <p>do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>2 CFR 200</p> <p>APPENDIX II</p> <p>(E)</p>
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None

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

24 CFR §75.27

(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 75, 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 75 regulations.

(c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, 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 75. 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 75.

(d) 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 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.

(e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

<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>
<p>No Threshold</p>	<p>§ 200.322 Domestic preferences for procurements.</p> <p>(a) As appropriate and to the extent consistent with law and to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.</p> <p>(b) For purposes of this section:</p> <p>(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR §200.322</p>

"General Decision Number: [REDACTED]"

Superseded General Decision Number: TX20240087

State: Texas

Construction Type: [REDACTED]

Counties: Blanco, Brown, [REDACTED], Coke, Coleman, Comanche, Concho, Eastland, Fisher, Gillespie, Kerr, Kimble, Llano, Mason, Mills, Mitchell, Nolan, Real, Runnels, San Saba, Schleicher, Shackelford and Stephens Counties in Texas.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 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 2025.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.



SUTX2009-126 04/21/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 13.00 **	0.00
LABORER: Common or General.....	\$ 10.67 **	1.20
LABORER: Pipelayer.....	\$ 10.07 **	0.00
OPERATOR: Backhoe/Trackhoe.....	\$ 12.16 **	0.96
OPERATOR: Bulldozer.....	\$ 14.25 **	0.00
OPERATOR: Loader (Front End)....	\$ 11.13 **	0.00
TRUCK DRIVER.....	\$ 8.91 **	0.24

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the

type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

=====

END OF GENERAL DECISION"

FEDERAL LABOR STANDARDS PROVISIONS

Form HUD-4010 (07/2021)
ref. Handbook 1344.1

U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standards

A. 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.

(1) MINIMUM WAGES

(i) 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 (WH1321)) 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) Additional Classifications.

(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;

(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, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed 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 ("Administrator"), 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 ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or 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 1235-0023.)

(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 1235-0023.)

(2) Withholding. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the

U.S. 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 Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) Payrolls and basic records.

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records

shall contain the name, address, and social security number of each such worker, his or her correct classification(s), 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 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(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 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 <https://www.dol.gov/agencies/whd/forms> 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 U.S. 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 1235-0008.)

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

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

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

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

(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 3729 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 U.S. 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, fringe benefits 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 U.S. 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) Certification of Eligibility.

(i) 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) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(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 B(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 B(1) of this paragraph, in the sum of \$27 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 B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

(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 U.S. 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 B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(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 B(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 or her 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 29 CFR 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 U.S.C. § 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

- §3.1 Purpose and scope.
- §3.2 Definitions.
- §3.3 Weekly statement with respect to payment of wages.
- §3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.
- §3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.
- §3.6 Payroll deductions permissible with the approval of the Secretary of Labor.
- §3.7 Applications for the approval of the Secretary of Labor.
- §3.8 Action by the Secretary of Labor upon applications.
- §3.9 Prohibited payroll deductions.
- §3.10 Methods of payment of wages.
- §3.11 Regulations part of contract.

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.

Certification Regarding Lobbying

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

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

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

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

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

Disclosure of Lobbying Activities

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

Approved by OMB 0348-0046 Disclosure of Lobbying Activities
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

<p>1. Type of Federal Action: a. contract _____ b. grant c.cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award</p>	<p>3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, <i>if known</i>:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i>:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, <i>if applicable</i>: _____</p>	
<p>8. Federal Action Number, <i>if known</i>:</p>	<p>9. Award Amount, <i>if known</i>: \$ _____</p>	
<p>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	

such failure.	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

Labor Standards & Prevailing Wage Requirements

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

- 1) The undersigned, having executed a contract with _____ for the construction of the above-identified project, acknowledges that:
 - a) The Labor Standards provisions are included in the aforesaid contract,
 - b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

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

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

- 4) Certifies that:
 - a) The legal name and the business address of the undersigned are:
 - b) The undersigned is (choose one):
 - A Single Proprietorship
 - A Corporation Organized in The State Of
 - A Partnership
 - Other Organization (Describe)

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

NAME	TITLE	ADDRESS

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

NAME	ADDRESS	NATURE OF INTEREST

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

NAME	ADDRESS	TRADE CLASSIFICATION

Signature of Contractor

Printed Name

Date

Certification of Bidder Regarding Civil Rights Laws and Regulations

Updated July 2021

INSTRUCTIONS	
CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.	
NAME AND ADDRESS OF BIDDER (include ZIP Code):	
CERTIFICATION BY BIDDER	
Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
The undersigned hereby certifies that:	
<input type="checkbox"/> The <u>Provision of Local Training, Employment, and Business Opportunities</u> clause (Section 3 provision) is included in the Contract.	
<input type="checkbox"/> The <u>Equal Opportunity</u> 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?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	
NAME AND TITLE OF SIGNER (Please type):	
SIGNATURE:	DATE:

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The _____ 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) _____

(Address) _____

City State Zip

Telephone Number () _____ - _____ Voice

() _____ - _____ TDD

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

10.2.2 Section 3 Requirements

Section 3 of the Housing and Urban Development Act of 1968 requires that, to the greatest extent feasible, economic opportunity generated by CDBG funds and other HUD assistance, most importantly employment, is directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, as well as residents of the community in which the federal funds are spent.

HUD established benchmarks for Section 3 goals and expects the TxCDBG program to cumulatively report 25% of the total labor hours for grant-assisted projects each year as performed by Section 3 Workers; the HUD benchmark for Targeted Section 3 Workers is 5% of total labor hours worked. Failure to achieve these benchmarks requires additional justification by the state, which may necessitate additional information from Grant Recipients.

HUD's regulations for implementing Section 3 mandates can be found at 24 CFR Part 75. These administrative rules establish the requirements to be followed to ensure the objectives of Section 3 are met. Federal rules do not require Grant Recipients to contract or subcontract with a Section 3 business concern, nor do the rules require hiring of Section 3 workers. However, Grant Recipients must be able to demonstrate that, where possible, contracting, employment, and training opportunities were made available to workers and businesses meeting Section 3 designation criteria.

Applicability

Section 3 requirements apply to all TxCDBG grants unless otherwise identified by this Implementation Manual or the Grant Agreement.

- The requirements apply to the entire project that is funded with Section 3 covered financial assistance, regardless of whether the Section 3 project is fully- or partially-funded with CDBG assistance.
- All construction and administrative services contracts must comply with the programmatic requirements below.
- All work performed by employees of the Grant Recipient and its partners, regardless of whether force account cost reimbursement is requested, must comply with the programmatic requirements below.
- Section 3 goals and data reporting requirements generally do not apply to contracts for materials, planning, and professional services. Professional services include non-construction services that require an advanced degree or professional licensing (e.g., engineering, architecture, land surveying, accounting).

Section 3 Compliance

Grant Recipients must complete each of the following steps in order to be considered compliant with Section 3 programmatic requirements – key terms for these steps are described in the following sections:

Step 4: Facilitate specific employment opportunities for Section 3 Workers. If new employees are needed OR if vacancies exist for work on the TxCDBG-assisted project, the Grant Recipient and/or contractor must access the following resources to identify potential Section 3 employees—a printout of the results of the portal search in the local files is acceptable documentation of this effort. Grant Recipients and contractors are not required to employ Section 3 workers, nor to modify the qualifications or requirements of the position, but must demonstrate an effort to identify potential employees as appropriate, including documentation for any applicants that are Section 3 Workers.

- HUD's Section 3 Opportunity Portal - <https://hudapps.hud.gov/OpportunityPortal/search.action;>
- Texas Workforce Solutions - WorkInTexas.com; and
- Local Workforce Solutions Office (WIOA One Stop Shop), if applicable - <https://www.twc.texas.gov/directory-workforce-solutions-offices-services>.

Step 5: Ensure Contractor compliance.

- Include the required contract provision in all applicable contracting opportunities. See Appendices D and F.
- Collect records for all construction and administration service providers, including subcontractors, documenting the labor hours performed by each employee and the Section 3 status of each employee. Generally, this consists of payroll records and certification of status for each employee. A summary of this information must be reported to TDA as part of the Project Completion Report, and support documentation must be maintained in the local files.

Step 6: Additional Efforts. Record all additional efforts to ensure Section 3 Businesses have opportunity to compete for contracting opportunities, and that Section 3 Workers and Targeted Section 3 Workers have the opportunity to benefit from the TxCDBG assistance. These efforts support the state's explanation, should the program not meet the established benchmarks, and identify areas where the TxCDBG program could support Section 3 Business and Workers in the future. Examples include:

- Outreach efforts
- Training or apprenticeship opportunities
- Technical assistance to Section 3 Workers (multiple types)
- Technical assistance to Section 3 Business concerns
- Job fairs
- Divide contracts into smaller jobs
- Bonding assistance
- Other Business registries

Key Definitions

In order to meet the Section 3 reporting requirements, all workers for the project must be classified as one of three worker categories – report the most restrictive category that is appropriate for an individual worker:



Criteria for All Worker Designation

All individuals performing applicable work (labor hours) for the TxCDBG-funded project that do not meet one of the Section 3 designations are reported only under the All Workers category.

Criteria for Section 3 Worker Designation

To comply with Section 3 Reporting requirements, the Grant Recipient must determine whether each individual performing construction or administrative work on the project meets the criteria for a Section 3 Worker. A Section 3 Worker is any worker who currently, or when hired by the current employer within the past five years, fits at least one of the following categories:

- The worker's individual income for the previous or annualized calendar year is below the income limit for a family size of one (1) published on TDA's website for use in income surveys. Income limits are based on the county in which the employee resides. NOTE: information regarding family size or income from other family members is not required.
- The worker is employed by a Section 3 business concern.
- The worker is a YouthBuild participant.

Each Section 3 Worker's status must be documented with one of the following:

- A worker's self-certification that their income is below the income limit using the TxCDBG Income Survey Questionnaire, clearly marked in the **place field** as "Section 3 Income Only";
- A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
- Certification from a public housing authority (PHA), or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs;
- *Section 3 Status Summary Certification Form (Form A1022)*, certifying that each listed worker's income from that employer is below the income limit. This certification is based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis;
- *Section 3 Status Summary Certification Form (Form A1022)*, if the employer is a Section 3 business, identifying all workers for the project; or
- Employer-generated document that includes the worker name and assignment of Section 3 status based on the employer's review of the annualized income of the worker, and is signed by the employer.

Criteria for Targeted Section 3 Worker Designation

The Targeted Section 3 Worker reflects both statutory and policy priorities to direct employment and economic opportunities to low- and very low-income individuals.

For CDBG, the definition of a Targeted Section 3 Worker is a Section 3 worker that is

- employed by a Section 3 business (see Section 3 Business definition above); or
- a worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - Living within the service area of the project; or
 - A YouthBuild participant.

If reporting Targeted Section 3 Workers, mark the location of each Targeted Section 3 Worker's residence on the Service Area map. Employers must maintain the current address for each employee, and must provide this information upon request by TDA or other authorized agencies, while safeguarding as sensitive information.

Section 3 Service Area

To correctly identify Targeted Section 3 Workers, the Grant Recipient must first confirm the Section 3 Service Area. A Section 3 Service Area for a TxCDBG project is determined as follows:

- Identify the project site. For infrastructure projects, the project site is the area included in the

Environmental Review project description. The center point of this project site is the basis for the Section 3 Service Area.

- Identify a circle with a one-mile radius, with the project site central point as the origin.
- Calculate the population that resides within the one-mile circle. If less than 5,000 people according to the most recent U.S. Census, then aggregate census block group geographies totaling a minimum of 5,000 persons that both
 - surrounds all components of a Project Site, AND
 - most closely approximates a circle shape.

The Service Area map must include:

- Grant Recipient name and contract number;
- the project center point;
- a circle around that center point that is 1 mile circumference;
- if the population within the 1 mile circle is less than 5,000 persons –
 - labeled block group areas surrounding the center point that are being claimed for the service area;
 - a table or other documentation showing the census population in each of the block groups on the map, and the sum of those populations;
- If the population within the 1 mile circle is greater than or equal to 5,000 persons –
 - statement describing how this population was determined;
 - if applicable – labeled block groups and population data used to inform the Grant Recipient's determination that the population exceeded the threshold.

For an example, see *Sample Section 3 Service Area (Form A1021)*. TDA has discretion to determine whether the geographies identified by the subrecipient are the appropriate Service Area, and to require revision if necessary.

Criteria for Section 3 Business Designation

One way to target grant funding to the workers that are described in HUD's Section 3 goals is to identify Section 3 Businesses. Section 3 Businesses must meet at least one of the following regulatory criteria, documented within the last six-month period:

- It is at least 51% owned and controlled by low- or very low-income persons;
- Over 75% of the labor hours performed for the business over the previous three-month period are performed by Section 3 Workers; or
- It is a business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

To register as a Section 3 Business, provide the required information for the HUD Section 3 Business registry at: [HUD Section 3 Business Registry](#).

Section 3 Business status will be reported once for each contract for services. Once a business is determined to be a Section 3 Business, the designation will remain in effect for the life of the contract for services. Records supporting this status must be made available upon request to TDA, HUD, or other state or federal authorized officials. Please redact Personally Identifiable Information (PII) from payroll records prior to releasing any documentation under this requirement. For construction contractor certified payroll reports, HUD requires first payroll on which each employee appears to include the employee's name and an individually identifying number. Afterward, the identifying number does not need to be reported unless it is necessary to distinguish between employees.

NOTE: Section 3 Businesses may only be selected in accordance with the procurement standards of Chapter 5—including price, ability, and willingness to comply with program requirements, to be considered lowest responsible bidders on contracting opportunities being sought. However, Grant

Recipients should make every effort to ensure that Section 3 Businesses are able to effectively participate in the opportunity. In turn, contractors and others should direct their efforts to award subcontracting opportunities generated from the expenditure of housing and community development financial assistance to Section 3 Businesses.

Appendix D
PART IV
TERMS AND CONDITIONS

19. 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 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 75, 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 75 regulations.

c. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, 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 75. 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 75.

d. 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 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.

Appendix F
GENERAL CONDITIONS - PART I
FOR CONSTRUCTION

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

- (a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, 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 75 regulations.
- (c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, 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 75. 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 75.
- (d) 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 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.
- (f) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

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

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

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

Yes

No

The undersigned hereby certifies that:

- The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract.
- 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

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

Sample Section 3 Policy

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

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

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

Signature

Title

Date

A1014

RESOLUTION No. _____ Regarding Civil Rights - SAMPLE

The City/County of _____, Texas

Whereas, the [City/County] of _____, Texas, (hereinafter referred to as "City/County of _____") has been awarded TxCDBG funding through a TxCDBG _____ [grant/loan] from the Texas Department of Agriculture (hereinafter referred to as "TDA");

Whereas, the [City/County] of _____, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the [City/County] of _____, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the [City/County] of _____, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the Section 3 Service Area;

Whereas, the [City/County] of _____, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the [City/County] of _____, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;

Whereas, the [City/County] of _____, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, the [City/County] of _____, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing;

A1014

Whereas, the [City/County] of _____, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE _____ [BOARD OF ALDERMEN/CITY COUNCIL/ ETC.] OF THE [CITY / COUNTY] OF _____, TEXAS, that:

The [CITY / COUNTY] of _____ ADOPTS/REAFFIRMS The following policies:

1. Citizen Participation Plan and Grievance Procedures (Form A1013);
2. Excessive Force Policy (Form A1003);
3. Fair Housing Policy (Form A1015).
4. [If Grant Recipient employs 15 or more employees], Section 504 Policy and Grievance Procedures (Form A1004); and
5. Code of Conduct Policy (Form A1002).

The [CITY/COUNTY] affirms its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:

6. Section 3 economic opportunity;
7. Limited English Proficiency; and
8. Activity to affirmatively Furth Fair Housing choice.

Passed and approved this _____ day of _____, 20__.

Signature of Elected Official

Printed Name of Elected Official

City / County of _____

Date _____

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.

INSERT SERVICE AREA MAP

09/01/2019



Texas Department of Agriculture
Texas Community Development Block Grant Program
PO Box 12847
Austin, TX 78711

POLICY ISSUANCE

CDBG 20-01

Effective Date: July 1, 2021

SUBJECT: Federal Revisions for Section 3 Requirements

The Texas Department of Agriculture announces an update to the TxCDBG Project Implementation Manual, implementing HUD's recent Section 3 Final Rule.

BACKGROUND:

HUD published a final rule updating requirements related to Section 3 of the Housing and Urban Development Act of 1968, as amended. HUD's regulations implementing the requirements of Section 3 had not been updated since 1994. On April 4, 2019, HUD proposed a new rule to update the Section 3 regulations. See [84 FR 13177](#). The final rule was published on September 29, 2020 and became effective on November 30, 2020. This final rule updates HUD's Section 3 regulations to create more effective incentives for employers to retain and invest in their low- and very low-income workers, streamline reporting requirements by aligning them with typical business practices, provide for program-specific oversight, and clarify the obligations of entities that are covered by Section 3.

The final rule also includes a requirement that HUD set Section 3 benchmarks. If a CDBG Grant Recipient complies with the statutory priorities regarding effort and meets the outcome benchmarks, HUD will presume the recipient is following Section 3 requirements, absent evidence to the contrary.

Key changes in the new ruling and in HUD's implementation include:

- Focusing on key outcome metrics, such as the sustained employment of individuals in targeted populations.
- Crediting retention of low- and very low-income employees and successful sustained employment in the reporting metrics.
- Aligning Section 3 reporting with standard business practices and payroll tracking methods.
- Allowing for tailored outcome benchmarks for different geographies and/or different projects.
- Reducing reporting requirements for grantees who are meeting outcome benchmarks.
- Integrating Section 3 oversight into the work of the program offices who are in regular contact with the grantees.
- Promoting the newly created portal to connect low- and very low-income people, who need jobs most, with businesses who have Section 3 job opportunities in their area.

ACTION: The TxCDBG Project Implementation Manual is modified to read as follows:

- Chapter 10 Section 10.2.2 is replaced with the attached text;
- The following forms are deleted:
 - Form A1001 Equal Opportunity Guidelines for Construction Contractors,
 - Form A1002 Sample Section 3 Plan,
 - Form A1011 Section 3 Annual Report,
 - Form A1012 Prime Contractor Section 3 Report; and

- The following forms are added:
 - Form A1021 Sample Section 3 Service Area,
 - Form A1022 Employer Certification Form,
 - Form A1023 Certification as Section 3 Business, and
 - Form A1024 Section 3 Sample Presentation to Local Community.

APPLICABILITY/TRANSITION:

These changes will apply to all TxCDBG contracts that have not submitted a Project Completion Report (PCR) on or before July 1, 2021.

All construction and administrative services contracts awarded by the local governing body on or after July 1, 2021, must comply with the revised Section 3 rule.

Instructions for the transition, including submittal of a final Annual Section 3 Report Form A1011, using the guidance included in the 2020 TxCDBG Project Implementation Manual effective September 2020, are identified below:

Type of Contract	Date Awarded by the local Governing Body:	Date Work Completed	Instructions	Final Annual Report Form A1011
Construction and Administration	On or after July 1, 2021	all	comply with the revised Chapter 10.2.2	n/a
Construction	Prior to July 1, 2021	On or after September 1, 2021	Immediately begin to collect Section 3 data under this revised policy - include all hours on or after December 1, 2020.	n/a
Administration	Prior to July 1, 2021	On or after September 1, 2021	Immediately begin to collect Section 3 data under this revised policy - include all hours on or after July 1, 2021.	Submit by September 30, 2021 for period 10/1/2020-6/30/2021;
Construction	Prior to July 1, 2021	Prior to September 1, 2021	Submit COCC indicating final inspection date is no later than August 31, 2021	Submit by September 30, 2021 for period 10/1/2020-8/31/2021;
Administration	Prior to July 1, 2021	Prior to September 1, 2021	Submit FY21 Annual Section 3 Report for period 10/1/2020-8/31/2021;	Submit by September 30, 2021 for period 10/1/2020-8/31/2021;

			Submit PCR no later than August 31, 2021	
--	--	--	--	--

The Grant Recipient shall take all appropriate action, including execution of a change order or addendum to the services contract as appropriate, to ensure compliance with the revised rule.

Grant Recipients that awarded construction and/or administration services contracts prior to July 1, 2021, and then submit closeout documentation after on or after September 1, 2021, must include the following in the Section 3 narrative portion of the closeout report:

This report of Section 3 labor hours includes hours worked on or after December 1, 2020, only. All Section 3 efforts prior to this date were evaluated under 24 CFR 135.

Thank you for your efforts to ensure compliance with all federal, state and program requirements. If you have any questions or if we can provide any further assistance, please contact me or Melinda (Reed) Kapelka at 512-936-2086 or Melinda.Reed@TexasAgriculture.gov.



Suzanne Barnard, State Director
Texas Community Development Block Grant Program
Texas Department of Agriculture

§ 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).

Complaint Register

Under Section 3 of the Housing
And Urban Development Act of 1968

U.S. Department of Housing and Urban Development

Office of Fair Housing
and Equal Opportunity

OMB Approval No. 2529-0043 (revised)

(Expires 8/31/2015)

Instructions: This form is to be used to report allegations of noncompliance with Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.

1. Complainant Information:	
Name of Complainant (Person or organization)	Home Phone
Street Address	Work Phone
City, State, Zip code	
Email Address:	

2. You are: (check all that apply)	
<input type="checkbox"/> Low/Very Low Income Person	<input type="checkbox"/> Section 3 Business
<input type="checkbox"/> Public Housing Resident	<input type="checkbox"/> A Representative of a Section 3 Business
<input type="checkbox"/> HUD Youthbuild Participant	<input type="checkbox"/> Other: _____
<input type="checkbox"/> A Representative of any of the above listed Individuals (Such as: a Low-Income Person or Public Housing Resident)	

3. Basis for alleged noncompliance with Section 3:			
<input type="checkbox"/> Denied Training	<input type="checkbox"/> Denied Employment	<input type="checkbox"/> Denied Contracting	<input type="checkbox"/> Other (see below in item 6)

4. Complaint is against: (check one or more boxes)			
<input type="checkbox"/> Recipient of HUD Funds (Such: as a PHA, city/county agency, etc.)	<input type="checkbox"/> Contractor	<input type="checkbox"/> Subcontractor	<input type="checkbox"/> Other (please specify): _____

5. Who is this complaint being filed against?	
Name of agency, organization, or company:	Business Phone
Street Address	
City, State, Zip code	
Name and identify others (if any) who allegedly violated Section 3 in this case:	

6. How did the HUD recipient, contractor, or subcontractor violate the requirements of Section 3?
 (Check all that apply – provide documentation, if available)

HUD Recipient	Contractor and/or Subcontractor
<input type="checkbox"/> Failed to notify Section 3 businesses about contracting opportunities <input type="checkbox"/> Failed to incorporate the Section 3 Clause into covered Section 3 bid solicitations or contracts <input type="checkbox"/> Failed to provide priority consideration to Section 3 businesses for covered contracting opportunities <input type="checkbox"/> Failed to select Section 3 businesses in accordance with the order of priority consideration as set forth in 24 CFR 135.36 <input type="checkbox"/> Failed to award contracts to Section 3 businesses <input type="checkbox"/> Failed to ensure that its contractors/ subcontractors complied with Section 3 requirements <input type="checkbox"/> Knowingly entered into contracts with contractors/ subcontractors that failed to comply with Section 3 requirements <input type="checkbox"/> Failed to notify Section 3 residents about training and/or employment opportunities <input type="checkbox"/> Failed to provide priority consideration to Section 3 residents for employment or training opportunities <input type="checkbox"/> Failed to select Section 3 residents for training or employment opportunities in accordance with the order of priority consideration set forth in 24 CFR 135.34 <input type="checkbox"/> Failed to hire Section 3 residents for new employment opportunities <input type="checkbox"/> Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3 <input type="checkbox"/> Other <hr/>	<input type="checkbox"/> Failed to certify that all employment vacancies filled prior to contract execution were not filled to circumvent Section 3 <input type="checkbox"/> Failed to notify potential subcontractors about Section 3 requirements <input type="checkbox"/> Failed to post notices at the work site regarding Section 3 requirements in accordance with the Section 3 Clause <input type="checkbox"/> Failed to send to each labor organization or representative of workers a notice of Section 3 obligations in accordance with the Section 3 Clause <input type="checkbox"/> Failed to ensure that its subcontractors complied with Section 3 <input type="checkbox"/> Failed to train and/or hire Section 3 residents for new employment opportunities <input type="checkbox"/> Failed to provide priority consideration to Section 3 residents for employment or training opportunities in accordance with 24 CFR Part 135.34 <input type="checkbox"/> Failed to ensure that contracts awarded to subcontractors included the Section 3 Clause <input type="checkbox"/> Failed to award subcontracts to Section 3 businesses <input type="checkbox"/> Failed to award subcontracts to Section 3 businesses in accordance with the order of priority consideration set forth in 24 CFR 135.34 <input type="checkbox"/> Retaliated against the complainant because complainant sought to enforce Section 3 requirements or participated in an investigation or proceeding regarding Section 3 <input type="checkbox"/> Other <hr/>

7. **When did the act(s) checked above occur? (Include the most recent date if several dates are involved):**

_____ / _____ / _____
 Month Day Year

* The date of the last alleged violation or occurrence must be less than 180 days from the date of submission to HUD.

8. **Project name or location where alleged violation occurred? (If applicable):**

Project Name (if applicable): _____ Project Number: _____

Project Location: _____

Local Contracting Agency (LCA): _____

9. **Identify the type of HUD funding used by the HUD funding recipient, organization, or contractor that this complaint is filed against: (Check all that apply)**

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> PIH Operating Subsidy | <input type="checkbox"/> Other PIH Assistance | <input type="checkbox"/> Neighborhood Stabilization Program (NSP) Assistance | <input type="checkbox"/> Section 811 Supportive Housing for the Disabled |
| <input type="checkbox"/> PIH Capital Fund Subsidy | <input type="checkbox"/> Community Development Block Grants (CDBG) | <input type="checkbox"/> Other Community Development Assistance | <input type="checkbox"/> Project Based Housing Vouchers |
| <input type="checkbox"/> Choice Neighborhood Initiative Grant | <input type="checkbox"/> HOME Investment Partnership Funding | <input type="checkbox"/> Lead-Based Paint | <input type="checkbox"/> Other HUD Housing Assistance |
| <input type="checkbox"/> HOPE VI Grant | <input type="checkbox"/> McKinney Homeless Assistance | <input type="checkbox"/> Section 202 Supportive Housing for the Elderly | <input type="checkbox"/> Other Covered HUD Funding |

10. Description of act(s) or incident(s) involving alleged violation of Section 3:

Summarize what happened? Attach additional information if necessary

11. Declaration Statement

I declare under penalty of perjury that I have read this complaint (including any attachments) and that all information is accurate and correct.

Signature

Date

Section 3 of the Housing and Urban Development Act of 1968

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB number.

The information is given voluntarily and provides the basis for HUD's investigation of the complaint to determine if the allegations of noncompliance are valid. The Department will use the information provided as the basis for its determination of jurisdiction over a complainant's allegations. All information collected complies with the Privacy Act of 1974 and OMB Circular A-108. The information is unique to the processing of complaints alleging noncompliance with the Section 3 statute or implementing regulations. The information collected on this form will only be used by HUD during the investigation and resolution of complaints and will not be shared with persons or parties that are not directly involved with the complaint.

What is Section 3 of the Housing and Urban Development Act of 1968?

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 requirements ensure that *when* new jobs or contracts are created during the usage of certain HUD funds, priority consideration is given to low- and very low-income persons residing in the community in which the funds are spent (regardless of race or gender), and to the businesses that substantially employ these persons.

Who are Section 3 residents and businesses?

Section 3 residents are:

- Public housing residents; or
- Persons who live in the area where a HUD-assisted project is located and who have a household income that falls below HUD's income limits for low- and very low-income.

Please visit: <http://www.huduser.org/portal/datasets/il.html> to determine the income limits for residents of your community.

A Section 3 business is one that meets one of the following criteria:

- Is 51 percent or more owned by Section 3 residents;
- Employs Section 3 residents for at least 30 percent of its full-time, permanent staff; or
- Provides evidence of a commitment to subcontract to Section 3 business concerns, 25 percent or more of the dollar amount of the awarded contract.

What HUD funding does Section 3 cover?

Section 3 applies to any of the following:

- A. Public and Indian Housing programs that receive: (1) Annual contributions for low income housing projects provided pursuant to section 5 of the U.S. Housing Act of 1937, as amended by the Quality Housing and Work Responsibility Act of 1998 (QWHRA); (2) Capital Fund Project assistance provided pursuant to Section 9 of QHWRA; (3) Operating Subsidy assistance provided pursuant to Section 9 of QHWRA.
- B. Housing and community development assistance extended for: (1) housing rehabilitation (including reduction and abatement of lead based paint hazards); (2) housing construction or (3) other public construction projects; and for which the contract and subcontract exceeds \$100,000; and
- C. Certain competitive HUD grant funding, such as: HOPE VI, Choice Neighborhoods, etc.).

What can you do about violations of the Law?

Remember, Section 3 applies to the awarding of jobs, training programs, and contracts, generated from projects receiving HUD financial assistance. If you believe that, as a low-income person or a Section 3 business concern, the responsibilities to provide economic opportunities under Section 3 have been violated, you have a right to file a complaint within **180 days** of the last alleged occurrences of noncompliance.

Complaints alleging violations of the Section 3 regulatory requirements must be submitted to the appropriate HUD Regional Office of Fair Housing and Equal Opportunity listed below. Please be certain to sign and date this form, where indicated, to ensure prompt complaint processing.

HUD will send the complaint to the appropriate HUD recipient for resolution. If resolution by the recipient fails, HUD will investigate. If HUD finds that the complaint has merit, it will try to end the violation by informal resolution. If conciliation fails, HUD may initiate other steps to enforce the law, including but not limited to suspension and debarment of the recipient or contractors as applicable.

You can obtain assistance in learning about more Section 3 by visiting www.hud.gov/section3 or by contacting one of the HUD's Regional Offices of Fair Housing and Equal Opportunity.

Authority: Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1968, as amended by the Housing and Community Development Act of 1992, U.S.C. 1701u and implementing regulations at 24 CFR Part 135.

Purpose: The information requested on this form is to be used to investigate and process Section 3 complaints.

Use: The information requested will be used to process a complaint filed under Part 135. HUD may disclose certain information for Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law.

Penalty: Failure to provide some or all of the requested information will result in delayed processing or rejection of this complaint for investigation.

Privacy Act of 1974 (P.L.93-579)

All information collected is provided voluntarily and complies with the Privacy Act of 1974 and OMB Circular A-108. The information is unique to the processing of complaints alleging noncompliance with the Section 3 statute or implementing regulations. The information collected on this form will only be used by HUD during the investigation and resolution of complaints and will not be shared with persons or parties that are not directly involved with the complaint.

Instructions for completing the Section 3 Complaint Register

- Box 1:** Enter the requested information for the person that is filing the complaint (i.e., the complainant). This person must meet the definition of a Section 3 resident or business.
- Box 2:** Select the appropriate statement that describes your status as a Section 3 resident, businesses, or representative of either.
- Box 3:** Select the appropriate basis for the complaint which you are filing.
- Box 4:** Select the appropriate option that best describes the person or entity that you are filing this complaint against.
- Box 5:** Provide the name, address, and contact information for the person or entity that you are filing this complaint against.
- Box 6:** Select the statement(s) that best describe the alleged actions or omissions undertaken by the person or entity that you are filing this complaint against that are in violation of the requirements of Section 3. If you select "other", please briefly describe the alleged violation on the appropriate line.
- Box 7:** Provide the date that the alleged violation or action occurred. If the alleged act or violation is continuing in nature, please provide the date of the most recent occurrence.
- Box 8:** If this complaint is based upon acts or omissions that occurred at a specific job site, project, or location, please provide information that will allow HUD to identify the specific project that is the subject of the complaint that you are filing.
- Box 9:** Select the appropriate type of covered HUD funding that the recipient, organization, contractor/ subcontractor received or administered.
NOTE: In order for the complaint to be jurisdictional, covered HUD funding must be administered by the recipient, organization, contractor/subcontractor.
- Box 10:** Provide a detailed description of the acts or omissions undertaken by the person or entity that you filing this complaint against. Provide enough specific information to enable HUD to clearly understand the alleged violation and whether it demonstrates noncompliance with the requirements of Section 3.
- Box 11:** Please sign the complaint and enter the current date.
NOTE: By signing and dating this complaint you are affirming that your statements and allegations are true and accurate by penalty of perjury. Complaints **must** be signed and dated prior to acceptance by HUD for investigation.

Where to file your complaint:

Please fax or mail your complaint to the appropriate HUD Regional Office of Fair Housing and Equal Opportunity that has jurisdiction over the state for which you are located or where the alleged violation occurred. Inquiries regarding the status of your complaint should be directed to the appropriate Regional office of FHEO by telephone or email.

<p>BOSTON REGIONAL OFFICE U.S. Department of Housing and Urban Development New England Office 10 Causeway Street, Suite 308 Boston, MA 02222 (617) 994-8300 (800) 827-5005 Fax:(617) 565-7313 Email: complaints_office_01@hud.gov</p> <p>*Covers the following states: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont</p>	<p>FORT WORTH REGIONAL OFFICE U.S. Department of Housing and Urban Development Southwest Office 801 Cherry St., Unit 45, Suite 2500 Fort Worth, TX 76102 (817) 978-5900 (888)560-8913 Fax:(817) 978-5876 Email: complaints_office_06@hud.gov</p> <p>*Covers the following states: Arkansas, Louisiana, New Mexico, Oklahoma, and Texas</p>
<p>NEW YORK REGIONAL OFFICE U.S. Department of Housing and Urban Development New York and New Jersey Office 26 Federal Plaza New York, NY 10278 (212) 264-1290 (800) 496-4294 Fax: (212) 264-9829 Email: complaints_office_02@hud.gov</p> <p>*Covers the following states: New Jersey and New York</p>	<p>KANSAS CITY REGIONAL OFFICE U.S. Department of Housing and Urban Development Great Plains Office 400 State Avenue Kansas City, KS 66101 (913) 551-6958 (800) 743-5323 Fax: (913) 551-6856 Email: complaints_office_07@hud.gov</p> <p>*Covers the following states: Iowa, Kansas, Missouri, and Nebraska</p>
<p>PHILADELPHIA REGIONAL OFFICE U.S. Department of Housing and Urban Development Mid-Atlantic Office 100 Penn Square East, 12th Floor Philadelphia, PA 19107 (215) 861-7646 (888) 799-2085 Fax: (215) 656-3449 Email: complaints_office_03@hud.gov</p> <p>*Covers the following states: Delaware, District of Columbia, Maryland, Pennsylvania, Virginia, and West Virginia</p>	<p>DENVER REGIONAL OFFICE U.S. Department of Housing and Urban Development Rocky Mountain Office 1670 Broadway Denver, CO 80202 (303) 672-5437 (800) 877-7353 Fax: (303) 672-5026 Email: complaints_office_08@hud.gov</p> <p>*Covers the following states: Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming</p>

<p>ATLANTA REGIONAL OFFICE U.S. Department of Housing and Urban Development Southeast Office 40 Marietta Street Atlanta, GA 30303 (404) 331-5140 (800) 440-8091 Fax: (404) 331-1021 Email: complaints_office_04@hud.gov</p> <p>*Covers the following states: Alabama, Puerto Rico, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee, and the Virgin Islands</p>	<p>SAN FRANCISCO REGIONAL OFFICE U.S. Department of Housing and Urban Development Pacific/Hawaii Office 600 Harrison Street Third Floor San Francisco, CA 94107 (415) 489-6536 (800) 347-3739 Fax: (415) 489-6560 Email: complaints_office_09@hud.gov</p> <p>*Covers the following states: Arizona, California, Guam, Hawaii, and Nevada</p>
<p>CHICAGO REGIONAL OFFICE U.S. Department of Housing and Urban Development Midwest Office 77 W. Jackson Boulevard, Suite 2101 Chicago, IL 60604 (312) 353-7776 (800) 765-9372 Fax: (312) 886-2837 Email: complaints_office_05@hud.gov</p> <p>*Covers the following states: Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin</p>	<p>SEATTLE REGIONAL OFFICE U.S. Department of Housing and Urban Development Northwest/Alaska Office 909 First Avenue Seattle, WA 98104 (206) 220-5170 (800)877-0246 Fax: (206) 220-5447 Email: complaints_office_03@hud.gov</p> <p>*Covers the following states: Alaska, Idaho, Oregon, and Washington</p>

Section 3 Employer Certification Form

Grant Recipient: _____

Contract No: _____

Employer Name: _____

Employee Name	ID# (Not SSN)	Section 3 Status	Basis for Section 3 Status, if applicable*	Documentation of LMI, if applicable	Family Size
		Options: <ul style="list-style-type: none"> • Targeted Section 3 worker • Section 3 worker • Not a Section3 Worker 	Options: <ul style="list-style-type: none"> • current LMI status; • LMI status at date of Hire; • Youthbuild Participant 	Options: <ul style="list-style-type: none"> • self-certification, • participation in means-tested program, • PHA certification, • Employer's certification calculating income, or • Employer's certification of its own Section 3 Business Concern status 	

*A map identifying the residential address for each Targeted Section 3 Employee relative to the Service Area must be available in the local contract file.

CERTIFICATION: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and this reporting measure is for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title XXX).

Grantee Name and Title (Print)	Signature	Date
Employer Name and Title (Print)	Signature	Date

This form is required as of September 1, 2020.
All previous versions no longer valid.

Section 3 Certification as S3 Business Concern

Business Information

Business Name	
Address of Business Headquarters	
County of Business Headquarters	
County of residence for 51% of employees	
Name of Owners /Operators	
Section 3 status of Owner/Operators	<input type="checkbox"/> Low-to-Moderate income <input type="checkbox"/> Public Housing Resident <input type="checkbox"/> None of the above

Labor Hours – Previous 3 Months*

Start Date of Reporting Period	
End Date of Reporting Period	
Total Number of Labor Hours – all work	
Number of S3 Labor Hours (work performed by LMI Persons and/or YouthBuild Participants)	
S3 Hours as percent of Total Labor Hours	

**Records supporting these hours must be made available upon request. Please redact Personally Identifiable Information from payroll records prior to releasing any documentation under this requirement. Employee ID numbers other than an employee’s Social Security Number should be used to facilitate this expectation.*

CERTIFICATION: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and this reporting measure is for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title XXX).

Business Owner or Designee Name and Title (Print)	Signature	Date

SECTION 3 CERTIFICATION OF SELECTED BIDDER

Completed by Prime Contractor Only

Name of Prime Contractor

Project Name and Number

The undersigned hereby certifies that:

(Complete Section I or II)

I. A. The positions listed under part B that have been filled by _____
(Name of Prime Contractor)

since being notified of contract selection on _____
(Date of Award/Selection)

were not filled to circumvent the contractor's obligations to provide employment opportunities, including training positions, for Section 3 residents, as required by Section 3 residents of the Housing & Urban Development Act of 1968 and the implementing regulations, 24 CFR Part 135.

B. Employment Positions filled since _____
(Date of Contract Award/Selection)

OR

II. No employment positions have been filled since _____
(Date of Contract Award/Selection)

Name of Signatory (print or type)

Title of Signatory

Signature

Date

NOTICE: This certification must be made BEFORE contract execution (24 CFR 135 135.38(e))

LOCAL OPPORTUNITY PLAN
SECTION 3 PLAN FORMAT
CONTRACTOR or SUBCONTRACTOR
(if either contract exceeds \$100,000.00)

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

- A. To ascertain from the locality's CDBG/DRS program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the City/County 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 or serving 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 Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 Plan including utilization goals and the specific steps planned to accomplish these goals.
- E. * To ensure that subcontracts, which are typically let on a negotiated rather than a bid basis, in areas other than Section 3 covered project areas, are also let on a negotiated basis whenever feasible, if let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- 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 the Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

Section 3 Plan, CDBG

- J. To list on **Table A** information related to subcontracts to be awarded.
- K. To list on **Table B** all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.
- L. For employment, 30 percent of all “new hires”, at all levels, in conjunction with the CDBG/DRS project must be targeted to Section 3 residents. As stated previously, the extension of employment opportunities to Section 3 residents does not preclude the necessity for meeting the qualifications of the job.
- M. For contracting, at least 10 percent of the total dollar amount for all Section 3 covered contracts for building trades work arising from housing rehabilitation and other public construction awarded through this grant must be targeted to Section 3 Business Concerns.

For L. and M. above, if these numerical goals cannot be reached, the contractor will have the burden of demonstrating why it was not feasible to meet these goals. This will include documentation of all efforts to comply and any impediments encountered despite efforts undertaken.

As officers and representatives of _____, we the undersigned have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

We appoint _____ as the EEO Officer.

Signature

Title

Date

Signature

Title

Date

* Loans, grants, contracts, and subsidies for less than \$100,000.00 will be exempt.

Section 3 Plan, CDBG

Table A

PROPOSED CONTRACTS BREAKDOWN

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

Table B

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 LM/ Residents
Totals				

Construction Contractor

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

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES

Name of Subcontractor

Project Name

Contract Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract;
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000);
- (c) Tables A and B were prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000); and
- (d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name & Title of Signer (Print or Type)

Signature

Date

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
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Non-MSA Counties of Brown, Coleman, Comanche, Eastland, Fisher, Haskell, Kent, Knox, Mitchell, Nolan, Scurry, Shackelford, Stephens, Stonewall & Throckmorton	10.9
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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

Corpus Christi Area:

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

Brownsville, McAllen, Harlingen Area:

Brownsville, Harlingen, San Benito & Cameron Co.	71.0
McAllen, Pharr, Edinburg & Hidalgo Co.	72.8
Non-MSA Counties of Starr & Willacy	72.9

Odessa, Midland Area:

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

El Paso Area:

El Paso & El Paso Co.	57.8
Non-MSA Counties of Brewster, Culbertson, Hudspeth, Jeff Davis & Presidio	49.0

Lubbock Area:

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

Amarillo Area:

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

CERTIFICATE FROM CONTRACTOR APPOINTING OFFICER OR EMPLOYEE TO
SUPERVISE PAYMENT OF EMPLOYEES

Note: This certificate must be executed by an authorized officer of a corporation, by a member of a partnership, or the sole owner and submitted with the first payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Copeland Act.

Locality/Grantee: _____ Contract #: _____

Project Name: _____

Firm: _____ Date: _____

I do hereby certify that I am a contractor on the above-mentioned project and that I have appointed _____ whose signature appears below, to supervise the payment of my employees. I further certify that he/she is in the position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland "Anti-Kickback" Act which he/she is to execute with my full authority and approval until such time as I submit to the grantee/locality a new certificate appointing some other person for the purposes herein above stated.

Name: _____

Insert name, address, phone number, & email address of person appointed as payroll officer

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Email Address: _____

Identifying Signature of Appointee

Signature of Appointing Officer

Title: _____

Texas Department of Agriculture Construction Contract Change Order

Owner (Contractor Locality): (Name & Address)	Contract For (project description): Project Location:	Region TxCDBG Contract No. Change Order No.
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Contractor: (Name & Address)	Engineer: (Name & Address)
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Grant Recipient is requesting TDA review to determine eligibility of change order expenses.

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

Bid Item#	Item Description	Current Quantity	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price

New Items Requested (Items without a unit price in the original bid)

Provide Explanation (attach separate documentation if necessary):

Bid Item#	Item Description	Unit	Unit Price	Change in Quantity (+/-)	Change in Contract Price

Change in Contract Price

Change in Contract Time

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

Notice: * **Generally, a cumulative change in the contract price in excess of 25% will not be approved. If the change order causes an increase/decrease of at least \$50K, the governing body of the Grant Recipient must approve the change order.**

** **Reimbursement of costs submitted in this change order are subject to approval by the Department.**

Region:	TxCDBG Contract No.:
Grant Recipient:	Change Order No.:

<u>JUSTIFICATION FOR CHANGE</u>	Increase	Decrease	No Change
1. Effect of this change on scope of work:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Effect on operation and maintenance costs:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No	N/A
3. Will this Change Order change the number of beneficiaries or TxCDBG contract Performance Statement Exhibit A? If yes, please attach TxCDBG contract Performance Statement modification request.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? If "Yes", is an Environmental Re-assessment required?	<input type="checkbox"/>	<input type="checkbox"/>	-
5. Is the TCEQ clearance still valid?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Are other TxCDBG contractual special condition clearance still valid? (If no, specify):	<input type="checkbox"/>	<input type="checkbox"/>	-
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPROVED by Grant Recipient (Required Signature before TDA approval. Note: If this change order is greater than \$50K, signature by the Grant Recipient represents evidence that such approval from the governing body has been obtained by the County):

Signature: _____ Title: _____ Date: _____

RECOMMENDED: By: _____ ENGINEER (Authorized Signature) Date: _____	ACCEPTED: By: _____ CONTRACTOR (Authorized Signature) Date: _____
--	---

To receive an email copy of the TDA response, provide information below:

	Name	Email address
Grant Recipient		
Admin Consultant		
Engineering Consultant		

For office use only:	Eligible Change Order	
Net Increase/Decrease of this Change Order Requested \$ _____	Net Increase/Decrease of this Change Order Requested _____ days	
Net Increase/Decrease of this Change Order Approved \$ _____	Net Increase/Decrease of this Change Order Approved _____ days	
Contract Price With all Approved Change Orders \$ _____	Contract Time With all Approved Change Orders _____ days	
Notes:		
_____	_____	
Regional Coordinator	Date	
_____	_____	
Manager	Date	

Certificate of Construction Completion (COCC)
(Submit one for each Prime Construction Contract)

Grant Recipient: _____

TxCDBG Contract No: _____

This is to certify that all construction work has been completed and a final inspection of the project described below was conducted on the ____ day of _____, _____. Contract was entered into on the _____ day of _____, ____ between the County of _____ and _____ for the construction of _____.

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all amendments, change orders and supplemental agreements thereto.
2. The sum of \$ _____, has been deducted from the final payment to the Contractor in accordance with any contract liquidated damages requirements, separate from any liquidated damages resulting from Davis-Bacon compliance.
3. All programmatic requirements have been met, all claims and disputes have been settled, all warranties have been received, and all liens have been released.
4. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and rectify any faulty workmanship and/or materials discovered in the work within a period of 12 months from this date, as provided in the Contract.
5. All bills for materials, apparatus, fixtures, machinery, labor, and equipment used in connection with the construction of this project have been fully paid.

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

7. The Final Payment above is now due and payable. _____

Certified by the following Engineer, Contractor, and Chief Elected Official/Designee:

Engineer

Chief Elected Official/Designee

Title

Title

Firm

City / County

Contractor

Title

Firm

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 _____; 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 _____ **None** _____ **As** _____ **Listed**
are: _____ **Pending** _____ **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_____.

(SEAL)
 Notary Public in and for _____ County, Texas

Signage Requirements

Temporary 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;
- constructed of durable materials;
- minimum size of 11" x 17" with lettering no smaller than one-half inch;
- 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.

***NOTE:** The text requirement above is satisfied by using the text in this manual. Alternate wording may be approved by TDA upon request.

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. 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;
- constructed of permanent materials;
- minimum size of 12" x 18" with lettering no smaller than one-half inch;
- 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.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	Must file online at www.ethics.state.tx.us/File
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

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.

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 _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Certificate of Interested Parties Form 1295 And Instructions

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 for the 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, not later than **TIME** (CST) on the **DATE**, 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 (“ , Texas”)
- (b) item 3 – the identification number (“TxCDBG ”), and
- (c) item 3 – description of the goods or services assigned to this contract by the City (“Construction Services for ”)

You must:

- 1) complete the Disclosure Form electronically at the TEC’s “electronic portal”, and
- 2) 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.

Certification of No Boycott

No Boycott Israel

If Contractor/Vendor is a "Company", as that term is defined in Section 808.001 of the Texas Government Code and is not a sole proprietorship, then Contractor/Vendor certifies and verifies that it: (i) does not boycott Israel and (ii) will not boycott Israel during the term of the Purchase Order or Contract this Certification is attached to and incorporated into; or (iii) that it meets the requirements of an exception listed below.

Form requirements:

- **This certification is required by Texas Government Code § 2271.002.**
- This form is required to be attached to and is incorporated into all Purchase Orders (goods) and Contracts (services) with a value of \$100,000 or more that is paid in whole or in part with state funds with a company with 10 or more full time employees. The campus department making the purchase of goods or contracting for services is responsible for obtaining the form from the Vendor or Contractor.

Texas Government Code §808.001 states that "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". Furthermore, Texas Government Code §808.001 states that the term "Company" means a "for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit", provided however that Texas Government Code §2271.001(2) excludes sole proprietorships from this definition of "Company".

Vendor/Contractor Name or Company Name	
Street Address	
City	
State	
Zip Code	
Phone Number	
Printed Name of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Date	

ONLY COMPLETE THIS SECTION IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE CERTIFICATION - No Boycott Israel - FOR THE REASONS CITED BELOW

My business is not required to provide the certification listed above because (select one):

- My business is not a for-profit "Company" as defined above, pursuant to Texas Government Code §808.001 and §2271.001.
- My Company has less than 10 full-time employees
- This is not an agreement for goods or services to be provided to the City.

Name

Signature

Date

Certification of No Boycott

No Boycott Energy Company

If Contractor/Vendor is a "Company", as that term is defined in Section 809.001 of the Texas Government Code and is not a sole proprietorship, then Contractor/Vendor certifies and verifies that it: (i) does not boycott energy companies and (ii) will not boycott energy companies during the term of Purchase Order or Contract this Certification is attached to and incorporated into; or (iii) that it meets the requirements of an exception listed below.

Form requirements:

- **This certification is required by Texas Government Code § 2274.002.**
- This form is required to be attached to and is incorporated into all Purchase Orders (goods) and Contracts (services) with a value of \$100,000 or more that is paid in whole or in part with state funds with a company with 10 or more full time employees. The campus department making the purchase of goods or contracting for services is responsible for obtaining the form from the Vendor or Contractor.

Texas Government Code §809.001(1) states that "Boycott energy company" means "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A)". Furthermore, Texas Government Code §809.001(2) states that the term "Company" means a "for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit", provided however that Texas Government Code §2274.001(2) excludes sole proprietorships from this definition of "Company".

Vendor/Contractor Name or Company Name	
Street Address	
City	
State	
Zip Code	
Phone Number	
Printed Name of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Date	

ONLY COMPLETE THIS SECTION IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE CERTIFICATION – No Boycott Energy Company - FOR THE REASONS CITED BELOW

My business is not required to provide the certification listed above because (select one):

- My business is not a for-profit "Company" as defined above, pursuant to Texas Government Code §809.001(2) and §2274.001(2).
- My Company has less than 10 full-time employees
- This is not an agreement for goods or services to be provided to the City.

Name

Signature

Date

Certification of No Boycott

No Discrimination against Firearm and Ammunition Industries

If Contractor/Vendor is a “Company”, as that term is defined in Section 2274.001 of the Texas Government Code and is not a sole proprietorship, then Contractor/Vendor certifies and verifies that it: (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Purchase Order or Contract this Certification is attached to and incorporated into; or (iii) that it meets the requirements of an exception listed below.

Form requirements:

- **This certification is required by Texas Government Code § 2274.002**
- This form is required to be attached to and is incorporated into all Purchase Orders (goods) and Contracts (services) with a value of \$100,000 or more that is paid in whole or in part with state funds with a company with 10 or more full time employees. The campus department making the purchase of goods or contracting for services is responsible for obtaining the form from the Vendor or Contractor.

Texas Government Code §2274.001(3) states that " discriminate against a firearm entity or firearm trade association " means “with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association”. Furthermore, Texas Government Code §2274.001(2) states that the term “Company” means a “a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.”

Vendor/Contractor Name or Company Name	
Street Address	
City	
State	
Zip Code	
Phone Number	
Printed Name of Authorized Representative	
Title of Authorized Representative	
Signature of Authorized Representative	
Date	

ONLY COMPLETE THIS SECTION IF YOU BELIEVE YOU ARE NOT REQUIRED TO PROVIDE THE CERTIFICATION –No Discrimination against Firearm and Ammunition Industries- FOR THE REASONS CITED BELOW

My business is not required to provide the certification listed above because (select one):

- My business is not a for-profit “Company” as defined above, pursuant to Texas Government Code §2274.001(2).
- My Company has less than 10 full-time employees
- This is not an agreement for goods or services to be provided to the City.

Name

Signature

Date

SENATE BILL 252 – CHAPTER 2252 VERIFICATION

Effective September 1, 2017 contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization is prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051 or 2252.153. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, _____, the undersigned representative of _____ (Company or Business Name) being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company names above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately cause the work under contract with the City to stop, and notify the City of Burnet, office of the City Manager. I understand that any cost associated delays or cancellation of such work regarding this certification will not be compensated by the City. Furthermore, I understand that the City may consider this association as noted above, a breach of contract and may terminate the contract.

SIGNED: _____

DATE: _____

TITLE: _____

Buy America, Build America Instructions

Instructions For Completion of A400, BABA Compliance Form

For each TxCDBG Grant complete the below table with **ALL** construction materials to be used, identifying the bid item most closely associated with each material for reference only. This form is filled out prior to construction, and must be updated with every change order and submitted pay application. An interactive Excel version is available upon request.

NOTE: Replace all sample text with true project materials and as needed continue with the **yellow** cells. (All other cells are locked.)

Material certifications are not required with the bid documents. Certifications will be submitted with pay applications for the awarded contractor. Leave this column blank in the bid proposal.

Grant Recipients may use the covered product list provided by the Texas Water Development Board as a guide and safe harbor for identifying products subject to BABA. (See pages 6-11 of Build America, Buy America (BABA) Act Guidance

(TWDB-0559) <https://www.twdb.texas.gov/financial/instructions/doc/TWDB-0559.pdf?d=6041.5>



BABA Compliance Form

A400

Grant Agreement #:		Payment Request#:				Material Total:	\$ 145,000.00	
Grantee Name:						BABA Total:	\$ 140,000.00	
	Material Description	Related Bid Item #	Material Unit of Measure	Material Qty.	Material Unit Cost	Material Sub Total	% of total BABA Applicable Materials (used for De Minimis)	Mtj's Certification Included?
1	Rebar (Curb & Gutter) (SAMPLE, REMOVE AS NEEDED)	01A	LF	1000	\$ 100.00	\$ 100,000.00	71.4%	Attached
2	Cement Aggregate (Curb & Gutter) (SAMPLE, REMOVE AS NEEDED)	01A	SY	500	\$ 10.00	\$ 5,000.00	0.0%	Not BABA Applicable
3	Rebar (Curb Stops) (SAMPLE, REMOVE AS NEEDED)	02A	EA	25	\$ 1,000.00	\$ 25,000.00	17.9%	Attached
4	Iron Benches (SAMPLE, REMOVE AS NEEDED)	CO-01	EA	1	\$ 5,000.00	\$ 5,000.00	3.6%	No, 5%
5	Bronze Plaque (SAMPLE, REMOVE AS NEEDED)	CO-02	LS	1	\$ 10,000.00	\$ 10,000.00	7.1%	No, Exempted Phase
6						\$ -	0.0%	
7						\$ -	0.0%	
8						\$ -	0.0%	
9						\$ -	0.0%	
10						\$ -	0.0%	
11						\$ -	0.0%	
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66						\$ -	0.0%	

BABA Checklist & Best Practices

BABA Activities Checklist

<i>ACTIVITY</i>	Consultant	Engineer/ Architect	Contractor
A. Pre-Award			
While preparing the bid packet, identify bid items that will, or are likely to include BABA Applicable Materials.			
Include BABA Requirements when advertising for bids to ensure responsible bid responses.			
B. Post-Award			
Finalize list of all materials based on the bid awarded.			
Fill out Form A400 with the initial list of <i>all</i> materials to be used in the project & upload to the Group B Performance Report in TDA-GO.			
As materials are ordered, request a Manufacturer's Certification for all BABA-applicable materials that are included in the current and all previous BABA Implementation Phases.			
Review and update the A400 as necessary with each submitted Change Order or Construction MSR.			
C. Payment Requests			
Submit an updated Form A400 & all <i>new</i> Manufacturer's Certifications with <i>each</i> payment request for Construction funds.			
D. Satisfy BABA Special Condition			
Upload the <i>final</i> Form A400 to the Special Condition on the Grant Overview page in TDA-GO.			

BABA Best Practices

Documenting Materials on Form A400:

- The purpose of Form A400 is to document **ALL** materials being used in a project to ensure BABA compliance. Even materials that are not BABA Applicable should be listed so TDA can ensure all compliance requirements are met and provide appropriate Technical Assistance to help prevent potential Findings.
- Form A400 requests the Related Bid Item # for each Material Description. However, this form should list all materials, not necessarily all bid items.
 - Some materials (such as fasteners) may be used across multiple bid items. For ease of reporting, these materials may be listed once with each associated Bid Item # noted rather than listing them out separately for each Related Bid Item #.
 - Some bid items (such as Curb & Gutter) may use multiple different materials (Cement Aggregate & Rebar). Each material should be listed separately (to the extent feasible).

- When submitting Form A400 with the Group B Performance Report, not all information may be known (such as the Material Unit Cost). TDA will just be looking for the Material Description, Bid Item #, and Quantity. If the material listed is not BABA Applicable or exempt under the current phased implementation, please mark that in the Mfg’s Certification column.
- Anytime there is a change to the materials being used (such as on a Change Order adding new bid items or when awarding a second Construction Contract that includes substantially different work), please ensure Form A400 is updated and submitted in TDA-GO in the Additional Documentation attachment field. For quantity-only Change Orders, ensure the A400 submitted on all subsequent Payment Requests is updated to reflect those changes.
- TDA has provided two lists of materials that may be used as guides and safe harbor for identifying materials subject to BABA. The first list is published by the Texas Water Development Board and can be found [HERE](#). The second list is included in the Orange “Phased Implementation Schedule” tab at the bottom of the Form A400.

Payment Request Procedures:

- Each time a Payment Request is submitted for Construction funds, an updated Form A400 is required to be uploaded to the Request.
- The first time Construction funds are requested for a specific bid item, all Manufacturer’s Certifications for materials associated with that bid item must be submitted with the Payment Request (mark the Mfg’s Certification column on Form A400 as “Attached”). If a Manufacturer’s Certification has already been submitted for a specific material in a previous payment request, it does not need to be re-submitted (mark the Mfg’s Certification column on Form A400 as “Submitted”).

Satisfying BABA Special Condition:

- When submitting the final payment request for 100% of construction funds, upload the finalized Form A400 to the Special Condition upload field on the Grant Overview Page in TDA-GO. TDA is not notified when a change is made to the Grant Overview page, as such, please email your TDA Grant Specialist whenever uploading any document to this page. Once notified, your TDA Grant Specialist will mark the Special Condition as complete.

Mfg’s Certification Option Meanings:

<i>OPTION</i>	Meaning
Attached	The Manufacturer’s Certification for this material is attached to this Payment Request
Submitted	The Manufacturer’s Certification for this material was submitted with a previous Payment Request
No, 5%	This material is BABA Applicable but is part of a <i>De Minimis</i> portion of the project.*
No, Exempted Phase	This material is BABA Applicable but is not required to be reported under the current Implementation Phase. A Manufacturer’s Certification is not required to be submitted.
Not BABA Applicable	This material is not BABA Applicable under any phase, and no Manufacturer’s Certification is needed.

**HUD has waived the application of the Buy America Preference for a De Minimis portion of an infrastructure project, meaning a cumulative total of no more than 5% of the total cost of the iron, steel, manufactured products, and construction materials used in and incorporated into the infrastructure project, up to a maximum of \$1 million. Grant Recipients are not required to submit BABA documentation for materials claimed as part of the De Minimis. Use the % column on Form A400 to determine if a material may be included in the De Minimis. The total % of all materials claimed as part of the De Minimis must be less than or equal to 5%. Only BABA Applicable materials are used to calculate the De Minimis.*

Categorization of Materials:

- Materials should only be classified into one of the following categories to determine when BABA requirements apply:
 - BABA Applicable Materials:
 - Iron or steel products;
 - Construction materials; or
 - Manufactured products.
 - BABA-Exempt Materials:
 - Section 70917(c) materials.
- Each material should be classified in only one of the categories listed above. In some cases, a material may not fall under any of the categories listed here.
 - HUD has provided clarification regarding *when* materials should be categorized. **The classification of a material must be made based on its status at the time it is brought to the work site.** Section 70917(c) materials that are used at the work site, such as wet concrete or hot asphalt, are not subject to BABA requirements. However, Section 70917(c) materials may be components of manufactured products if, for example, they are used to produce precast concrete products before being transported to the work site. In this case, as a component of a manufactured product, the Section 70917(c) material would be subject to BABA requirements.

Documentation of BABA Compliance:

- TDA will accept the following as proof of BABA compliance.
 - A copy of the label indicating the material was made in the United States;
 - A copy of the product description or technical specifications that provides sufficient detail to conclude that the materials comply with BABA;
 - A certificate or other documentation from the manufacturer demonstrating that the materials comply with BABA;
 - A signed certification from the contractor of a project certifying compliance with BABA; or
 - **If a contractor is certifying BABA compliance, please utilize Form A402**
 - A signed certification from the manufacturer of the materials certifying compliance with BABA.

BABA Definitions

Materials:

- Materials: The term “materials” is used by TDA to describe all articles, materials, and supplies that are used within a TxCDBG funded infrastructure project.

Iron and Steel Products:

- The term “iron and steel products” is defined in 2 CFR 184.3 and means materials that consists wholly or predominantly of iron or steel, or a combination of both.
 - **Predominantly iron or steel or a combination of both** means that the cost of the iron and steel content is more than 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the mill products, castings, or forgings utilized in the manufacture of the product.

Section 70917(c) Materials:

- The term “section 70917(c) materials” is defined in 2 CFR 184.3 and means cement and cementitious materials; aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Construction Materials:

- The term “construction materials: is defined in 2 CFR § 184.3 and means materials that consist of only one of the items listed below.
 - **Specifically listed construction materials** must meet BABA requirements for **grants awarded 9/1/2024 or after** and include:
 - Non-ferrous metals;
 - Lumber;
 - Composite building materials; and
 - Plastic and polymer-based pipe and tube.
 - **Not listed construction materials** must meet BABA requirements for **grants awarded 9/1/2025 or after** and include:
 - Plastic and polymer-based products other than composite building materials or plastic and polymer-based pipe or tube;
 - glass (including optic glass); and
 - drywall.
 - **As a note:** minor additions of articles, materials, supplies or binding agents to a construction material do not change the categorization of the construction material.

Manufactured Products:

- The term “manufactured products” is defined in 2 CFR 184.3 and means:
 - Materials that have been:
 - Processed into a specific form and shape; or
 - Combined with other materials to create a product with different properties than the individual materials.
 - If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material, then it is not a manufactured product. However, a material classified as a manufactured product may include components that are construction materials, iron or steel products, or section 70917(c) materials.

Requesting a Project-/Product-Specific Waiver

As a Note:

- As of January 2025, TDA has not seen any waiver applications approved for projects similar to TxCDBG funded projects. Submitting a waiver application does not guarantee approval.
- Any project delays due to the waiver process will not be considered for proposed Grant Agreement extensions.
- **Per HUD and OMB, project-/product-specific waivers will not be approved retroactively for materials that have already been purchased or incorporated into a project.**

Types of Waivers:

- **Nonavailability Waiver:**
 - May be requested if the types of iron, steel, manufactured products, or construction materials required for the project are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- **Unreasonable Cost Waiver:**
 - May be requested when the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

- **Public Interest Waiver:**
 - May be requested if the use of American made products would be inconsistent with the public interest. Grantees should explain how waiving the BABA requirement for the project or product will serve the public interest and demonstrate definite impacts on the community if specific materials are not utilized in an infrastructure project to support this waiver type.

Process:

- Fill out Form A400 to calculate the De Minimis limit and ensure that flexibility is fully applied to the materials used in the project that cannot be procured from domestic manufacturers.
- Determine the type of waiver to be requested.
- Complete the necessary market research to support the need for a waiver. (See next section.)
- Collect the required information to submit the waiver request to TDA. (See next section.)
- Submit to your TDA Grant Specialist a notarized letter addressed to the TxCDBG Director which includes all the required information as specified in the next section.
- TDA will review the information provided, contact the Grant Recipient if additional information is needed, and submit to HUD if deemed appropriate.
- HUD will review the waiver application and contact TDA if additional information is needed to validate the need for a waiver.
- If an application is approved by HUD, the proposed waiver will be posted in the Federal Register for a minimum 15-day public comment period and then submit the request to the Made In America Office (MIAO) at the Office of Management and Budget (OMB).
- The MIAO will review the proposed waiver and public comments for final approval and communicate a final decision to HUD which will communicate it to TDA who will then notify the Grant Recipient.

Required Information to Submit a Waiver:

- Per HUD’s requirements, the following information is required to submit a waiver application. Please ensure all this information is included in your letter to the TxCDBG Director. If you have not included all the required information, TDA will reject your request.
 - Market research supporting the need for a waiver;
 - Market research may be completed by the contractor who is purchasing the materials to be incorporated into the project.
 - Sufficient market research should include one or more of the following:
 - Document the report showing results of supplier scouting services provided by the [NIST MEP](#), or similar supplier scouting service.
 - Document that the purchaser has made a good faith effort to contact a minimum of three (3) manufacturers or suppliers to determine if a BABA-compliant material is available in sufficient quantity and satisfactory quality. This documentation should include the following:
 - PDF files or screenshots of Internet searches; and
 - Email communications; and
 - Documentation of phone conversations that notes the date and time of the call, the phone number, the contact person with whom the purchaser spoke, and a summary of the information received.
 - Detailed description of the project and location;
 - List of all Federal Agencies funding the project;
 - If any Federal Agencies besides HUD are co-funding the project, please include the Federal Agency’s name, Office, Program, and Contact Information.
 - Total sources and amounts of funding, including federal and non-federal shares;
 - Total estimated project costs, including federal and non-federal shares;

- A listing of the material, technical specification, and quantity;
 - HUD requires the name of the iron or steel item, manufactured product, or construction material proposed to be excepted from BABA requirements, including name, cost, countries of origin, relevant [Product Service Code \(PSC\)](#), and [North American Industry Classification System \(NAICS\) code](#).
 - **As a note:** if you have multiple products you would like HUD to review, a waiver application must be submitted for each product.
- Waiver type requested;
 - **Nonavailability Waiver:**
 - If applying for a Nonavailability Waiver, responses to the following are required:
 - A description of the due diligence performed by the applicant, including names and contact information of the manufacturers, distributors, or suppliers contacted for quotes (minimum 3), and the responses provided.
 - In the instance that the lead time to obtain a BABA compliant item is excessive, please attach documentation which indicates:
 - The sum of the project cost and product that was identified;
 - The cost differential between the BABA compliant product and the Non-BABA compliant product that increases the overall project cost to be above the threshold of 25%; and
 - Any quality or quantity issues that were interfaced in the BABA compliant process.
 - **Unreasonable Cost Waiver:**
 - If applying for an Unreasonable Cost Waiver, responses to the following are required:
 - What is the additional cost of the BABA compliant item, compared to using iron and steel, manufactured products, and construction materials of non-domestic or unknown origin?
 - Please demonstrate how the BABA compliant item increases the total project cost by more than 25 percent.
 - Attach documentation of prices for BABA compliant and non-compliant items for the cost comparison.
 - **Public Interest Waiver:**
 - If applying for a Public Interest Waiver, responses to the following are required:
 - Explain how waiving the BABA requirement for this project or product serves the public interest.
- Provide any additional information for HUD's consideration of the requested waiver;
- Identify any anticipated impacts if no waiver is issued;
- Include the following language at the end of the waiver application letter to certify that the Grant Recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor;
 - **"I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct.**

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802)."

**HUD-4010
Provisions**

**U.S. Department of Housing and Urban Development Federal Labor Standards
Office of Davis-Bacon and Labor Standards**

TECHNICAL SPECIFICATIONS

CITY OF BURNET

Wofford Street Waterline (TxCDBG – TDA Contract No. CDV23-0311)

TECHNICAL SPECIFICATIONS

<u>SECTION</u>	<u>TITLE</u>
02100	CLEARING
02210	SITE GRADING
02223	EARTHWORK FOR PAVING
02274	STORM WATER & POLLUTION PREVENTION
02501	PRIME COAT
02502	ASPHALTS AND EMULSIONS
02513	ASPHALTIC CONCRETE PAVING
02620	DUCTILE IRON PIPE AND FITTINGS
02622	PVC PIPE AND FITTINGS
02623	PVC PRESSURE PIPE (AWWA C900/C905)
02625	PVC PIPE (AWWA C900 FOR DIRECTIONAL BORING)
02640	GATE VALVES
02645	FIRE HYDRANTS
02650	FLUSH & BLOW OFF VALVES
02660	CONNECTION TO EXISTING WATER MAIN

SECTION 02100

CLEARING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Included – Removal and disposal of trees, stumps, brush, logs, rubbish, and other objectionable matter within proposed right-of-ways or site.

1.2 UTILITIES

- A. Prior to beginning any excavation work, contact “Texas One Call System” 1-800-245-4545.
- B. Comply with Underground Facility Drainage Prevention and Safety Act – Texas HB 2295.
- C. Protect and preserve in operating condition all active utility services that traverse or border the Project Site. Repair any damage resulting from this work at no expense to the Owner.
- D. Report unrecorded utilities to the Architect/Engineer when encountered.
- E. Abandoned underground utilities, including manholes, shall be removed from the building limits. Remove abandoned overhead utilities from entire project site. Fill and compact to density of surrounding soil all abandoned manholes and similar voids outside of the building limits.

PART 2 - PRODUCTS

2.1 EQUIPMENT AND MATERIALS

- A. Contractor may use equipment and materials necessary to properly complete clearing.

PART 3 - EXECUTION

3.1 GENERAL

- A. Construction Methods – Entire area of construction shall be cleared of all trees, stumps, brush, logs, and rubbish.
- B. Clearing – Clearing consists of the removal and disposal of trees, stumps, brush, logs, rubbish, and other objectionable materials within the construction area.

3.2 PROTECTION

- A. Protection of Existing Utilities – Contractor shall verify the existence and location of all underground utilities and structures along the route of the work. Omission from or inclusion of utility locations on plans shall not be considered as the non-existence of or a definite location of existing underground utilities and structures.
- B. Contractor shall protect all existing utilities and structures from damage due to his operations. Any damage to the utilities and structures due to the Contractor’s operations

shall be repaired to a condition equal or better than prior to the damage, at Contractor's expense.

3.3 FINAL CLEAN-UP

- A. Upon completion of the work and before acceptance and final payment, Contractor shall remove rubbish, unused materials and temporary structures from the limits of the project and restore, in a manner acceptable to the Architect/Engineer, all property both public and private that has been damaged during the prosecution of the work, and shall level and grade all portions of the work where the surface of the natural ground has been disturbed during construction and shall leave the site of the work in a neat and presentable condition, free from ruts or holes.
- B. Material cleared from the limits of the project shall not be deposited on adjacent property unless prior approval is obtained from the property owner involved.
- C. Unless otherwise specified, cleared material becomes property of Contractor, to be removed from the work site or disposed of in manner not to damage the Owner. Burning of cleared material on the Owner's property may be permitted if allowed for by local regulations and property owner.

3.4 INSPECTION

- A. The areas and conditions under which work of this section will be performed will be examined and subject to approval by the Architect/Engineer.

PART 4 - LANDSCAPING

4.1 TOP SOIL STRIPPING AND STORAGE

- A. Remove to depth of six inches (6") from areas to be graded, excavated or built over and stockpile in area designated on drawings or by Architect/Engineer. No soil shall be hauled away from the site until final grading is complete. Topsoil shall be redistributed at time of final grading. Remove and dispose excess site soil off-site in accordance with all regulatory requirements.

4.2 SHRUB AND TREE REMOVAL

- A. Remove trees and other vegetation, including stumps and roots, from fill areas and within building limits. Remove same to depth of 2'-0" below finished grade in areas to be fine graded, paved or landscaped. Remove trees adjacent to, but outside of, building limits upon Architect's/Engineer's approval.
- B. Remove above material from Site and satisfactorily dispose of in accordance with governing authorities.

4.3 TREE PRUNING

- A. Personnel normally engaged in this type of work shall perform all pruning work required or necessary to the construction work.

END OF SECTION

SECTION 02210

SITE GRADING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Earthwork consists of operations for the excavation of materials on site; excavation of borrow material from designated areas; compaction of natural subgrades; placement and compaction of embankments to grade; finish grading; disposal of excess of unsuitable materials; and other required operations. Earthwork must conform with dimensions and typical sections shown, and within lines and grades established on the drawings.

1.2 RELATED WORK

Section 02220 Structural Excavation and Backfill

1.3 EXISTING UTILITIES

- A. The plans show the approximate location of all known underground utility lines and structures. Where pipes, ducts and other structures are encountered in the excavation but are not shown on the plans, immediately notify the engineer.

1.4 CLASSIFICATIONS

The following are brief definitions of classification of earthwork.

- A. Topsoil – Top 6 inches of natural surface soil possessing the characteristics of representative soils on the site that produce growths of grass or other vegetation. Topsoil does not include grasses and other vegetation.
- B. Borrow – Material taken from designated areas to make up any deficit of excavated material.
- C. Finish Grading – Operations required for smoothing disturbed areas.
- D. Stripping – Removal of topsoil in areas under roads, foundations, or fill areas.
- E. Excavation – After all necessary stripping has been done, excavation of every description and of whatever substances encountered shall be performed to the lines and grades indicated on the drawings.
- F. Compaction – Compaction of soil materials shall be measured as a percent of ASTM Standard D698 procedure.

PART 2 - PRODUCTS

2.1 EQUIPMENT

Use only equipment that has been approved for this project.

- A. Grading Equipment – Furnish, operate and maintain such equipment as is necessary to produce uniform layers, section and smoothness of grade for compaction and drainage.
- B. Rubber Tire Rollers – Use rubber tire rollers having two axles and not less than a total of nine wheels with pneumatic tires with sufficient weight to accomplish the required compaction.

2.2 EARTH FILL

- A. Source – Obtain embankment fill from required excavation or, if excavated material is not sufficient, from borrow areas designated by the Engineer.
- B. Suitability – Use the best material available from excavation or borrow. Suitability of fill material is subject to the Engineer's approval.
- C. Quality – Fill material must be free from excessive silts. Do not use soil containing brush, roots, sod or similar perishable material.
- D. Plasticity Index – Embankment material must have a plasticity index less than 20.

PART 3 - EXECUTION

3.1 REMOVAL OF TOPSOIL

- A. Remove topsoil within limits of foundations and roads and stockpile the topsoil as determined by the Engineer for future distribution. Protect stockpiled topsoil from other excavated materials.

3.2 EXCAVATION

- A. Objective – As shown on the drawings, excavate to the lines, grades and elevations required for subsequent construction. Remove materials within the indicated limits and dispose as directed.
- B. Drainage – During excavation maintain grades for complete drainage. When directed, install temporary drains or drainage ditches to intercept or divert surface water and prevent interference or delay of the work.
- C. Stockpiling – If at time of excavation, it is not possible to place material in the proper section of permanent construction, stockpile the material in approved areas as specified by the Engineer for later use.
- D. Stone or Rock – Stones or rock fragments larger than 2 inches in their greatest dimension will not be permitted in top 6 inches of subgrade.
- E. Dressing – Uniformly dress, cut and fill to slope, cross section and alignment, as shown.

3.3 PLACING FILL

- A. Inspection of Subgrade – Do not place fill on any part of the subgrade until the subgrade preparation has been inspected by the Engineer.
- B. Removing Debris – During the dumping and spreading process, remove all roots, stones and debris that is uncovered in the material.

- C. Spreading Fill – After dumping, spread the material in horizontal layers over the entire fill area. The thickness of each layer before compaction must not exceed 8 inches, unless otherwise directed. As soon as possible after placement begins, crown the surface to drain freely and maintain such conditions throughout construction.
- D. Attaining Proper Bond – If the compacted surface of a layer is too smooth to bond with succeeding layers, loosen the surface by harrowing or other approved method before continuing the work.

3.4 MOISTURE CONTROL

- A. Intent – Developing the maximum density obtainable with the natural moisture of the material is preferred. However, the moisture content must not vary from the optimum by more than 3 percent or less than 1 percent.
- B. Adjustment – If the moisture content is too high, adjust to within the specified limits by spreading the material and permitting it to dry. Assist the drying process by disking or harrowing if necessary. When the material is too dry, sprinkle each layer with water. Work the moisture into the soil by harrowing or other approved method.

3.5 COMPACTION

Compact each layer with suitable rollers as necessary to secure a minimum of 95 percent density within the specified range of the moisture content according to ADTM D698.

- A. Preparation:
 - 1. Shape all areas designated for grading, including cut and fill areas, to receive a maximum of 4 inches of topsoil.
 - 2. In areas that require only blading and dressing, the adequacy of existing topsoil will be determined by the Engineer.
- B. Placement:
 - 1. Do not haul or place wet topsoil. Also prohibited is placement of topsoil on a subgrade that is excessively wet, extremely dry, or in a condition otherwise detrimental to proper grading or proposed planting.
 - 2. Distribute topsoil uniformly and spread evenly to a thickness of 4 to 6 inches. Do not compact topsoil. Correct irregularities in the surface to prevent formation of depressions where water could stand.
 - 3. Perform the spreading operation so that planting can proceed with little additional tillage or soil preparation. Leave the area smooth, suitable for lawn planting.
- C. Maintenance – Where any portion of the surface becomes eroded or otherwise damaged, repair the affected area to establish the condition and grade prior to topsoil placement; then replace topsoil.

3.6 MATERIAL DISPOSAL

- A. Excess Material – Remove excess excavated material and excess topsoil from the area before substantial completion. Stockpile materials separately in areas as designated by the Engineer.

- B. Waste Material – Dispose of waste material without causing expense or damage to the Owner. The Owner's waste disposal site may be used for prescribed waste material.

3.7 TESTING

Owner will appoint a commercial testing laboratory and payment shall be by Owner as outlined in the Section on Testing Laboratory Services. Laboratory will:

- A. Prepare optimum moisture/density relationship for subgrade.
- B. Make density tests to determine degree of compaction for subgrade.
- C. Make comments and recommendations on the test results.

PART 4 - MEASUREMENT AND PAYMENT

No separate measurement and payment will be made for work covered herein and costs in connection therewith shall be included in related items of work.

END OF SECTION

SECTION 02223

EARTHWORK FOR PAVING

PART 1 - GENERAL

1.1 SCOPE

- A. Earthwork consists of operations required for the excavation of materials on site; excavation of borrow material from designated areas; compaction of natural subgrades; placement and compaction of embankments to grade; finish grading; disposal of excess or unsuitable materials; and other required operations. Earthwork must conform with dimensions and typical sections shown, and within lines and grades established on the drawings.
- B. The contractor shall inform and satisfy himself as to character, quantity and distribution of material to be excavated.

1.2 EXISTING UTILITIES

- A. The contractor shall contact the local gas, electric, telephone, water, sanitary sewer and cable television utility companies and pipeline companies to verify the location of their underground lines within the work areas.

1.3 CLASSIFICATIONS

The following are brief definitions of classification of earthwork.

- A. Topsoil – Top 6 inches of natural surface soil possessing the characteristics of representative soils on the site that produce growths of grass or other vegetation. Topsoil includes grasses and other vegetation.
- B. Subgrade – Consists of that portion of the surface on which a compacted embankment or pavement is constructed.
- C. Compacted Embankment – Earth fill placed and compacted between the top of compacted subgrade and underside of pavement and fill areas adjacent to paving within limits shown on Typical Cross Sections.
- D. Borrow – Material taken from designated areas to make up any deficit of excavated material.
- E. Finish Grading – Operations required for smoothing disturbed areas that are not overlaid with pavement.
- F. Stripping of Ground Surface – All vegetation, all decayed vegetable matter, rubbish and other unsuitable material within the areas to be graded, not removed by clearing, shall be stripped or otherwise removed to ground level before grading or other earthwork is started. In no case will such material be allowed to remain in or on the areas to be graded.

- G. Excavation – After all necessary stripping has been done, excavation of every description and of whatever substances encountered within the grading limits of the project shall be performed to the lines and grades indicated on the drawings.
- H. Compaction – Compaction of soil materials shall be measured as a percent of Standard Proctor density as determined by the ASTM Standard D-698 procedure.

PART 2 - PRODUCTS

2.1 EQUIPMENT

Use only equipment that has been approved for this project.

- A. Grading Equipment – Furnish, operate and maintain such equipment as is necessary to produce uniform layers, section and smoothness of grade for compaction and drainage.
- B. Tamping Rollers:
 - 1. Use tamping rollers with one or more cylindrical drums. Each cylinder must be at least 48 inches long and 40 inches in diameter.
 - 2. The minimum weight per lineal foot of drum length must be 1500 pounds weighted and 1000 pounds empty.
 - 3. For tamping rollers with multiple cylinders, each cylinder must rotate independently and the cylinders must be pivoted on the main frame so that the units can adapt to irregularities in the ground surface.
 - 4. On each cylinder provide approximately 2.7 tamping feet per square foot of drum surface. Stagger the feet uniformly over the cylinder surface. Each foot should have a face area between 5 and 7 square inches and a clear projection from the cylinder surface of 7 to 9 inches. Equip each unit with device for cleaning the feet as the cylinders rotate.
 - 5. Use a crawler tractor with sufficient power to pull the tamping roller at a speed of approximately 3.0 miles per hour.
- C. Rubber Tire Rollers:
 - 1. Use rubber tire rollers having two axles and not less than a total of nine wheels with pneumatic tires.
 - 2. Mount the wheels so that the rear tires will not follow in the tracks of the forward tires and so the unit will give uniform compaction over the entire width of coverage.
 - 3. Mount the axles in a rigid frame with a loading plat form or body suitable for being ballasted to a specified gross weight between 10 and 50 tons loading.
 - 4. If the roller is not self-propelled, the towing equipment must also have pneumatic tires.
- D. Sprinkling Equipment – Use tank trucks, pressure distributors, or other equipment designed to apply water uniformly and in controlled quantities to variable surface widths.
- E. Miscellaneous Equipment – Scarifiers, disks, spring tooth or spike tooth harrows, earth hauling equipment, and other equipment must be suitable for construction of fills.

2.2 EARTH FILL

- A. Source – Obtain embankment fill from required excavation or, if excavated material is not sufficient, from borrow areas designated by the Engineer.

- B. Suitability - Use the best material available from excavation or borrow. Suitability of fill material is subject to the engineer's approval.
- C. Quality - Fill material must be free of excessive silts. Do not use soil containing brush, roots, sod or similar perishable material.
- D. Plasticity Index – Embankment material must have a plasticity index between 15 and 30 inclusive.

PART 3 - EXECUTION

3.1 REMOVAL OF TOPSOIL

- A. Remove topsoil within limits of the roadway section and stockpile for future distribution. Protect stockpiled topsoil from other excavated materials.

3.2 EXCAVATION

- A. Objective – As shown on the drawings, excavate to lines, grades and elevations required for subsequent construction of embankments or pavement. Remove materials within the indicated limits and dispose as directed.
- B. Drainage – During excavation, maintain grades for complete drainage. When directed, install temporary drains or drainage ditches to intercept or divert surface water and prevent interference or delay of the work.
- C. Stockpiling – If at time of excavation it is not possible to place material in the proper section of permanent construction, stockpile the material in approved areas for later use.
- D. Stone or Rock – Stones or rock fragments larger than 2 inches in their greatest dimension will not be permitted in top 6 inches of subgrade.
- E. Dressing – Uniformly dress cut and fill slopes to slope, cross section and alignment, as shown.

3.3 SUBGRADE UNDER PAVEMENTS

- A. After excavation is made to subgrade lines under proposed pavements, remove and replace soft or undesirable material with select material as specified for embankments. Stabilize and compact the subgrade, if required, as stated in the section on Lime Stabilization of Pavement Subgrade.

3.4 TREATMENT OF NATURAL SUBGRADE UNDER EMBANKMENTS

- A. After excavation is made to lines under proposed embankments, remove soft or undesirable material to a depth determined by the Engineer. Breakdown sides of holes or depressions to flatten the slopes.
- B. Fill each depression with the appropriate soil for the materials to be placed on the subgrade. Place the fill in layers moistened and compacted as specified in this section.
- C. After depressions have been filled and immediately before placement of compacted fill in a section of the embankment, thoroughly loosen the foundation material to a depth of 6 inches. Remove roots and debris turned up while loosening the soil.

- D. Compact the surface of the embankment subgrade as specified in the following paragraph.
- E. Take care to prepare the embankment so that planes of seepage or weakness are not induced. Should the engineer suspect such a deficiency, the material must be thoroughly broken and re-compacted before proceeding with construction.

3.5 PLACING EMBANKMENT FILL

- A. Inspection of Subgrade – Do not place fill on any part of the embankment subgrade until the subgrade preparation has been approved by the engineer.
- B. Removing Debris – During the dumping and spreading process, remove all roots, stones and debris that is uncovered in the embankment material.
- C. Spreading Fill – After dumping, spread the material in horizontal layers over the entire fill area. The thickness of each layer before compaction must not exceed 8 inches unless otherwise directed. As soon as possible after placement begins, crown the surface to drain freely and maintain such conditions throughout construction.
- D. Attaining Proper Bond – If the compacted surface of a layer is too smooth to bond with succeeding layers, loosen the surface by harrowing or other approved method before continuing the work.
- E. Embankment Stabilization – Stabilize and compact the embankment fills under pavement sections, if required, as specified in the section on Lime Stabilization of Pavement Subgrade.

3.6 MOISTURE CONTROL

- A. Intent – Developing the maximum density obtainable with the natural moisture of the embankment material is preferred. However, the moisture content must not vary from the optimum, as determined by ASTM Test Method D-698, by more than 3 percent or less than 1 percent.
- B. Adjustment – If the moisture content is too high, adjust to within the specified limits by spreading the material and permitting it to dry. Assist the drying process by discing or harrowing if necessary. When the material is too dry, sprinkle each layer with water. Work the moisture into the soil by harrowing or other approved method.

3.7 COMPACTION

- A. Compact each layer of embankment with suitable rollers as necessary to secure a minimum of 95 percent density within the specified range of the moisture content, according to ASTM D-698.

3.8 DISTRIBUTION OF TOPSOIL

- A. Preparation:
 - 1. Prior to placing topsoil, scarify the subgrade to a depth of 2 inches to provide effective bonding of the topsoil with the subgrade. Use a chisel plow with the chisels sets 10 inches apart.
 - 2. Shape all areas designated for grading, including cut and fill areas, to receive a minimum of 4 inches of topsoil.

3. In areas that require only blading and dressing, the adequacy of existing topsoil will be determined by the engineer.
- B. Placement:
1. Do not haul or place wet topsoil. Also prohibited is placement of topsoil on a subgrade that is excessively wet, extremely dry, or in a condition otherwise detrimental to proper grading or proposed planting.
 2. Distribute topsoil uniformly and spread evenly to an average thickness of 4 inches. Do not compact topsoil. Correct irregularities in the surface to prevent formation of depressions where water could stand.
 3. Perform the spreading operation so that planting can proceed with little additional tillage or soil preparation. Leave the area smooth, suitable for lawn planting.
- C. Maintenance – Where any portion of the surface becomes eroded or otherwise damaged, repair the affected area to establish the condition and grade prior to topsoil placement; then replace topsoil.

3.9 MATERIAL DISPOSAL

- A. Excess Material – Remove excess excavated material and excess topsoil from the area before substantial completion. Excess material is property of contractor and should be disposed of away from site.
- B. Waste Material – Dispose of waste material without causing expense or damage to the Owner. The owner's waste disposal site may be used for prescribed waste material at the established rate per load.

3.10 TESTING

- A. Laboratory Services – Contractor will appoint a commercial testing laboratory as outlined in Section 01410, and payment shall be by Contractor for testing. Retests of failed areas shall be by Contractor. Laboratory will:
1. Prepare optimum moisture/density relationship for subgrade.
 2. Make density tests to determine degree of compaction for subgrade.
 3. "Back-scatter" density tests will not be accepted.

END OF SECTION

SECTION 02274

STORM WATER AND POLLUTION PREVENTION

PART 1—GENERAL

The work consists of installing measures or performing work to control erosion and minimize the production of sediment and other pollutants to water and air from construction activities.

PART 2—PRODUCTS

All material furnished shall meet the requirements of the material specifications listed in the Drawings in coordination with the issued Storm Water Pollution Prevention Plan in the Contract Documents (where applicable).

PART 3—EROSION AND SEDIMENT CONTROL MEASURES AND WORKS

The measures and works shall include, but are not limited to, the following:

Staging of earthwork activities—The excavation and moving of soil materials shall be scheduled to minimize the size of areas disturbed and unprotected from erosion for the shortest reasonable time.

Seeding—Seeding to protect disturbed areas shall occur as soon as reasonably possible following completion of that earthwork activity.

Mulching—Mulching to provide temporary protection of the soil surface from erosion.

Diversions—Diversions to divert water from work areas and to collect water from work areas for treatment and safe disposition. They are temporary and shall be removed and the area restored to its near original condition when the diversions are no longer required or when permanent measures are installed.

Stream crossings—Culverts or bridges where equipment must cross streams. They are temporary and shall be removed and the area restored to its near original condition when the crossings are no longer required or when permanent measures are installed.

Sediment basins—Sediment basins collect, settle, and eliminate sediment from eroding areas from impacting properties and streams below the construction site(s). These basins are temporary and shall be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.

Sediment filters—Straw bale filters or geotextile sediment fences trap sediment from areas of limited runoff. Sediment filters shall be properly anchored to prevent erosion under or around them. These filters are temporary and shall be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.

Waterways—Waterways for the safe disposal of runoff from fields, diversions, and other structures or measures. These works are temporary and shall be removed and the area restored to its original condition when they are no longer required or when permanent measures are installed.

Other—Additional protection measures as specified in section 8 of this specification or required by Federal, State, or local government.

PART 4—CHEMICAL POLLUTION

The contractor shall provide watertight tanks or barrels or construct a sump sealed with plastic sheets to collect and temporarily contain chemical pollutants, such as drained lubricating or transmission fluids, grease, soaps, concrete mixer wash water, or asphalt, produced as a by-product of the construction activities. Pollutants shall be disposed of in accordance with appropriate State and Federal regulations. At the completion of the construction work, tanks, barrels, and sumps shall be removed and the area restored to its original condition. Sump removal shall be conducted without causing pollution.

Sanitary facilities, such as chemical toilets, or septic tanks shall not be located next to live streams, wells, or springs. They shall be located at a distance sufficient to prevent contamination of any water source. At the completion of construction activities, facilities shall be disposed of without causing pollution specification.

PART 5—AIR POLLUTION

The burning of brush or slash and the disposal of other materials shall adhere to state and local regulations.

Fire prevention measures shall be taken to prevent the start or spreading of wildfires that may result from project activities. Firebreaks or guards shall be constructed and maintained at locations shown on the drawings.

All public access or haul roads used by the contractor during construction of the project shall be sprinkled or otherwise treated to fully suppress dust. All dust control methods shall ensure safe construction operations at all times. If chemical dust suppressants are applied, the material shall be a commercially available product specifically designed for dust suppression and the application shall follow manufacturer's requirements and recommendations. A copy of the product data sheet and manufacturer's recommended application procedures shall be provided to the engineer 5 working days before the first application.

PART 6—MAINTENANCE, REMOVAL AND RESTORATION

All pollution control measures and temporary works shall be adequately maintained in a functional condition for the duration of the construction period. All temporary measures shall be removed and the site restored to near original condition.

PART 7—MEASUREMENT & PAYMENT

For items of work for which lump sum prices are established in the contract, payment will be prorated and provided in equal amounts on each monthly progress payment estimate. The number of months used for pro-rating shall be the number estimated to complete the work as outlined in the contractor's approved construction schedule. The final month's prorate amount will be provided with the final contract payment. Payment as described will constitute full compensation for completion of the work.

SECTION 02501

PRIME COAT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section specifies the application of asphaltic material on the completed base course and/or other approved area in accordance with these specifications.

1.2 QUALITY ASSURANCE

- A. Applicable Codes and Specifications
- B. Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.
- C. Tests – Field tests and inspections to meet requirements of “Applicable Codes and Specifications” listed herein.

1.3 SUBMITTALS

- A. Material Source
- B. Material Type and Grade
- C. Vendor’s Certified Test Reports

PART 2 - PRODUCTS

2.1 SOURCE

- A. Obtain materials from an approved source.
- B. Source of materials shall not be changed without approval of the Engineer.

2.2 MATERIALS

- A. The asphaltic material used for the prime coat shall be of the type and grade shown on the plans and when tested by approved laboratory methods, shall meet the requirements of the item, “Asphalts, Oils, and Emulsions” in the TxDOT Standard Specifications (Item 300.)

PART 3 - EXECUTION

3.1 EQUIPMENT

- A. Equipment shall include a self-powered pressure asphaltic material distributor and equipment for heating asphaltic material.

- B. The distributor will have pneumatic tires of such width and number that the load produced on the surface will not exceed 650 pounds per inch of the tire width and will be designed, equipped, and operated so that asphaltic material at even heat can be applied uniformly on variable widths of surface at readily controlled rates from 0.05 to 2.0 gallons per square yard. The material will be applied within a pressure range from 25 to 75 pounds per square inch and with an allowable variation from any specified rate not to exceed 5%. Distributor equipment will include a thermometer for reading temperatures of tank contents.

3.2 WEATHER LIMITATIONS

- A. Apply prime coat only when air temperature is above 60°F when measured in the shade and away from artificial heat.
- B. Prime coat shall not be applied when the weather is foggy or rainy.

3.3 SURFACE CONDITIONS

- A. The surface to receive the prime coat shall contain sufficient moisture to ensure absorption of asphaltic material.
- B. The surface shall be cleaned by sweeping or other approved methods immediately prior to application of the prime coat in order to remove all loose dirt and other objectionable material.

3.4 APPLICATION TEMPERATURE

- A. The engineer will select the temperature of application based on the temperature-viscosity relationship that will permit application of the asphalt within the limits recommended in the item, "Asphalts and Emulsions". The recommended range for the viscosity of the asphalt is 100 to 125 centistoke. The contractor shall apply the asphalt at the temperature within 15°F of the temperature selected.

3.5 PROTECTION OF PRIMED SURFACE

- A. Following the application, the primed surface shall be allowed to dry not less than 48 hours without being disturbed or for such additional time as may be necessary to permit the absorption of the prime until it will not be picked up by traffic or equipment. This period shall be determined by the Engineer. The surface shall then be maintained by the contractor until the surfacing has been placed.
- B. When necessary to open primed surface to traffic, suitable precautions shall be taken by the contractor to protect the primed surface against damage, including supplying and spreading any sand necessary to blot up excess asphaltic material.

END OF SECTION

SECTION 02502

ASPHALTS AND EMULSIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section establishes the requirements for oil, asphalts, cutback asphalts, emulsified asphalts, asphalt cement, other miscellaneous asphaltic materials and latex additives.

1.2 QUALITY ASSURANCE

- A. Applicable Codes and Specifications
 - 1. Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.
 - 2. American Association of State Highways and Transportation Officials (AASHTO) Test Procedures.
- B. Tests
 - 1. Field tests and inspections to meet requirements of "Applicable Codes and Specifications" listed herein. Owner is to provide field testing and inspection.
 - 2. Testing to be performed by an independent approved testing laboratory.

PART 2 - PRODUCTS

2.1 MATERIALS

When tested in accordance with TxDOT or AASHTO Test Methods, the various materials shall meet the applicable requirements of this specification.

- A. Oil Asphalt
 - 1. The material shall be homogeneous and free from water.
 - 2. The material shall not foam when heated to 347° F.
 - 3. The material shall meet the following requirements:

Properties	OA-30	
	Min	Max
Penetration at 32° F, 200g, 60 sec	15	--
Penetration at 77° F, 100g, 5 sec	25	35
Penetration at 115° F, 50 g, 5 sec	--	65
Ductility at 77° F, 5 cm/min, cm	2	--
Flash Point, C.O.C., F	--	450
--		
Softening Point, R. & B., F	185	--
Percent Weight Loss, Thin Film Oven Test	--	0.4
Solubility in Trichloroethylene, %	99.0	--
Spot Test		Negative

B. Asphaltic Cement

- The material shall be homogeneous and free from water.

Properties	AC-3 Min/Max	AC-5 Min/Max	AC-10 Min/Max	AC-20 Min/Max	AC-40 Min/Max
Viscosity @ 140° F stokes	200 / 400	400 / 600	800 / 1200	1600 / 2400	3200 / 4800
Viscosity @ 275° F stokes	1.1 / –	1.4 / –	1.9 / –	2.5 / –	3.5 / –
Penetration, 77° F, 100g, 5 sec	210 / –	135 / –	85 / –	55 / –	35 / –
Flash Point, C.O.C., F	425 / –	425 / –	450 / –	450 / –	450 / –
Solubility in trichloroethylene %	99.0 / –	99.0 / –	99.0 / –	99.0 / –	99.0 / –
Tests on residues from thin film oven test:					
Viscosity @ 140° F stokes	– / 900	– / 1500	– / 3000	– / 6000	– / 12000
Ductility, 77° F, 5cms per min, cms	100 / –	100 / –	70 / –	50 / –	30 / –

C. Latex Additive

- When specified on the plans, a minimum of two percent by weight latex additive (solid basis) shall be added to AC-3 or AC-5 asphalt.
- Latex shall be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap for good storage stability.
- The latex material shall have the following properties:

Monomer ratio, B/S	70 / 30
Minimum solids content	67%
Solids content per gal @ 67%	5.3 lbs.
Coagulum on 80-mesh screen	0.1% max
Type Anti-oxidant	staining
Mooney Viscosity of Polymer (M/L 4 @ 212° F)	100 min
pH of Latex	9.4 – 10.5
Surface tension	28 – 42 dynes / cm ²
Brookfield Viscosity of Latex	1200ps max @ 67% solids

- The finished latex-asphalt shall meet the following requirements:

Viscosity at 140° F, stokes	1500 max
Ductility at 39.2° F, 1 cm per min, cm	100 min

D. Cracked Fuel Oil shall meet the following requirements:

Properties	Minimum	Maximum
Asphalt content of 100 penetration at 77° F, %	65	80
Flash Point, C.O.C., F	250	
Kinematic Viscosity at 140° F, cst		550
Loss at 212° F, 20 g., 5 hrs. %		3.0
Water and Sediment, %		2.0

E. Cutback Asphalt

1. Rapid Curing Type Cutback Asphalt shall meet the following requirements:

Type-Grade Properties	RC-250 Min/Max	RC-800 Min/Max	RC-3000 Min/Max
Water, percent	- / 0.2	- / 0.2	- / 0.2
Flash Point, T.O.C., F	80 / -	80 / -	80 / -
Kinematic vis. @ 140° F, cst	250 / 400	800 / 1600	3000 / 6000
Distillation Test:			
Distillate, percentage by volume of total distillate to 680° F			
to 437° F	40 / 75	35 / 70	20 / 55
to 500° F	65 / 90	55 / 58	45 / 75
to 600° F	85 / -	80 / -	70 / -
Residue from Distillation Volume %	70 / -	75 / -	82 / -
Tests on Distillation Residue:			
Penetration, 100g, 5 sec, 77° F	100 / 150	100 / 150	100 / 150
Ductility, 5cm/min, 77° F, cm	100 / -	100 / -	100 / -
Solubility in trichloroethylene, %	99.0 / -	99.0 / -	99.0 / -
Spot Test	ALL NEGATIVE		

2. Medium Curing Type Cutback Asphalt shall meet the following requirements:

Type-Grade Properties	MC-30 Min/Max	MC-70 Min/Max	MC-250 Min/Max	MC-800 Min/Max	MC-3000 Min/Max
Water, percent	- / 0.2	1 / 0.2	- / 0.2	- / 0.2	- / 0.2
Flash Point, T.O.C., F	100 / -	100 / -	150 / -	150 / -	100 / -
Kinematic vis. @ 140° F, cst	30 / 60	70 / 140	250 / 500	800 / 1600	3000 / 6000
The Distillate, expressed as percent by volume of total distillate to 680° F shall be as follows:					
to 437° F	- / 25	- / 20	- / 10	- / -	- / -
to 500° F	40 / 70	20 / 60	15 / 55	- / 35	- / 15
to 600° F	75 / 93	65 / 90	60 / 87	45 / 80	15 / 75
Distillation, Volume %	50 / -	55 / -	67 / -	75 / -	80 / -
Tests on Distillation Residue:					
Penetration @ 77° F, 100g, 5 sec	120 / 250	120 / 250	120 / 250	120 / 250	120 / 250
Ductility @ 77° F, 5cm/min, cms	100* / -	100* / -	100* / -	100* / -	100* / -
Solubility in trichloroethylene, %	99.0 / -	99.0 / -	99.0 / -	99.0 / -	99.0 / -
Spot Test	ALL NEGATIVE				
*If penetration of residue is more than 200 and ductility at 77° F is less than 100 cm, the material will be acceptable if its ductility is at 60° F is more than 100.					

F. Emulsions

1. Emulsions shall be homogeneous.
2. The material shall show no separation of asphalt after thorough mixing.
3. The material shall meet the viscosity requirements at any time within 30 days after delivery.
4. Emulsion shall meet the following requirements:
 - a. Anionic Emulsions

Type-Grade Properties	Rapid Setting		Medium Setting		
	RS-2 Min/Max	RS-2h Min/Max	MS-2 Min/Max	MS-2h Min/Max	MS-1 Min/Max
Furol Viscosity @ 77° F, sec	-/-	-/-	-/-	-/-	-/-
Furon Viscosity @ 122° F, sec	150/400	150/400	100/300	100/300	-/-
Residue by Distillation, %	65/-	65/-	65/-	65/-	60/-
Oil Portion of Distillate, %	-/2	-/2	-/2	-/2	-/2
Sieve Test, %	-/0.1	-/0.1	-/0.1	-/0.1	-/0.1
Miscibility (Std. Test)	-/-	-/-	-/-	-/-	Passing
Coating	-/-	-/-	-/-	-/-	Passing
Cement Mixing, %	-/-	-/-	-/-	-/-	-/-
Demulsibility 50 cc of N/10 CaCl ₂ , %	-/-	-/-	-/-	-/-	-/70
Demulsibility 35 cc of N/50 CaCl ₂ , %	60/-	60/-	-/30	-/30	-/-
Storage Stability, 1 day, %	-/1	-/1	-/1	-/1	-/1
Freezing Test 3 Cycles *	-/-	-/-	Passing	Passing	Passing
Tests on Residue:					
Penetration @ 77° F, 100g, 5 sec	120/160	80/110	120/160	80/110	120/160
Solubility in trichloroethylene, %	97.5/-	97.5/-	97.5/-	97.5/-	97.5/-
Ductility @ 77° F, 5cm/min, cms	100/-	100/-	100/-	100/-	100/-
*Applies only when Engineer designates material for winter use.					

b. High Float Emulsions

Type-Grade Properties	Rapid Setting HFRS-2		Medium Setting AES-300	
	Min/Max	Min/Max	Min/Max	Min/Max
Furol Viscosity @ 77° F, sec	--	--	75	400
Furon Viscosity @ 122° F, sec	150	400	--	--
Residue by Distillation, %	65	--	65	--
Oil Portion of Distillate, %	--	2	--	7
Sieve Test, %	--	0.1	--	0.1
Coating	--	--	Passing	
Demulsibility 35 cc of N/50 CaCl ₂ , %	50	--	--	--
Storage Stability, 1 day, %	--	1	--	1
Tests on Residue:				
Penetration @ 77° F, 100g, 5 sec	100	140	300	--
Solubility in trichloroethylene, %	97.5	--	97.5	--
Ductility @ 77° F, 5cm/min, cms	100	--	--	--
Float Test @ 140° F, sec	1200	--	1200	--

c. Cationic Emulsions

Cationic emulsions shall meet the requirements of the TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges, 1993 Edition.

G. Fluxing Material

1. Fluxing material shall be free from foreign matter.
2. The material shall meet the following requirements:

Properties	Fluxing Material	
	Minimum	Maximum
Water %	--	0.2
Kinematic Viscosity, 140° F, cst	60	120
Flash Point, C.O.C., F	250	--
Loss on Heating, 50g, 5 hrs @ 325° F, %	--	5
Asphalt Content of 85 to 115 Penetration by vacuum Distillation, Weight, %	25	--
Pour Point, F	--	60

H. Precoat Material

Precoat Material shall be submitted for approval by the Engineer.

I. Catalytically – Blown Asphalt Joint and Crack Sealer

1. The materials shall be uniformly blended with 10 percent diatomaceous earth filler which passes the No. 325 sieve.
2. The joint and crack sealing material shall be suitable for melting to pouring consistency in a regular asphalt kettle at a temperature of approximately 450° F to 475° F.
3. The material shall meet the following requirements:

GRADE Properties	68-88 Pen		38-45 Pen	
	Min	Max	Min	Max
Penetration, 77° F, 100g, 5 sec.	68	88	38	45
Penetration, 32° F, 200g, 60 sec.	38	--	--	--
Penetration, 115° F, 50g, 5 sec.	--	160	--	--
Softening Point, R. & B., F	175	200	185	200
Flash, C.O.C., F	500	--	500	--
Ductility, 77° F, 5 cm/min, cms	5	--	3	--
Flow, 140° F, cm	--	0.5	--	0.5
Ash, Weight, %	8	--	8	--
Settlement Ratio	--	1.02	--	1.02
Brittleness Test, 32° F	No Cracking		No Cracking	

PART 3 - EXECUTION

3.1 FIRE HAZARD

- A. Heating and asphaltic materials (except emulsions) constitutes a fire hazard to various degrees.
- B. Proper precautions should be used in all cases and especially with RC cutbacks.
- C. The utmost care shall be taken to prevent open flames from coming into contact with the asphaltic material or the gases of the same.
- D. The Contractor shall be responsible for damage from any fires or accidents which may result from the heating and asphaltic materials.

3.2 STORAGE HEATING AND APPLICATION TEMPERATURE

- A. Asphaltic Material should be applied at the temperature which provides proper and uniform distribution.
- B. The Contractor shall avoid using higher temperatures than necessary to store, heat or apply the asphaltic material.
- C. See table below for recommended temperature ranges.

D. No material shall be heated above the following maximum temperatures:

Application and Mixing

Type-Grade	Recommended Range, F	Maximum Allowable, F	Heating and Storage Maximum, F
AC-5, 10, 20, 40	275-350	375	400
OA-30	400-500	500	500
AC-1.5 and AC-3	220-300	350	350
RC-250	125-180	200	200
RC-800	170-230	260	260
RC-3000	215-275	285	285
MC-30	70-150	175	175
MC-70	125-175	200	200
MC-250	125-210	240	240
MC-800	175-260	275	275
MC-3000	225-275	290	290
Cracked Fuel Oil	160-220	260	260
SS-1, MS-1, CSS-1, CSS-1h	50-130	140	140
RS-2, RS-2h, MS-2, MS-2h, CRS-2, CRS-2h, CMS-2, CMS-2h, HFRS-2, AES-300	110-160	170	170
Cat. Blown Asphalt	425-475	500	500
Special Precoat Material	125-250	275	275
Flux Oil	--	275	275

END OF SECTION

SECTION 02513

ASPHALTIC CONCRETE PAVING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section provides for furnishing and installing a base course, leveling up course, surface course, or any combination of these consisting of compacted mixture of coarse and fine aggregates and asphaltic material.
- B. The paving will be constructed on stabilized subgrades and base in conformity with lines, grades, compacted thickness and typical cross sections shown on the plans.

1.2 QUALITY ASSURANCE

- A. Applicable Codes and Specifications
 - 1. Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2004 Edition.
 - 2. American Association of State Highway and Transportation Officials (AASHTO) Test procedure.
- B. Tests
 - 1. Field tests and inspection to meet requirements of "Applicable Codes and Specifications" listed herein.
 - 2. Testing to be performed by an independent approved testing laboratory.

1.3 SUBMITTALS.

- A. Material Sources.
- B. Coarse and fine aggregate gradations and Bulk Specific Gravity.
- C. Mix Design Test Results.
- D. Los Angeles Abrasion Test Results.

1.4 DEFINITIONS

- A. Coarse Aggregate – That portion of the aggregate retained on the No. 10 sieve.
- B. Fine Aggregate – That portion of the aggregate that passes the No. 10 sieve.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Coarse Aggregate

1. The aggregate shall be crushed stone or crushed gravel or a combination of both and uniform in quality throughout.
2. Coarse aggregate shall consist of clean, tough, durable particles free from dirt, organic or other deleterious materials occurring either free or as a coating on the aggregate.
3. Coarse aggregate shall be an abrasiveness of less than 40 when subjected to the Los Angeles Abrasion Test, AASHTO T-96.
4. Gravel shall have at least one crushed face on 85 percent of the particles retained on the No. 4 sieve.

B. Fine Aggregate

1. Fine aggregate shall consist of sand or stone screenings or a combination of both.
2. Fine aggregate shall be sound, durable stone particles, free from loams or other injurious foreign matter.
3. The plasticity index of that part of the fine aggregate passing the No. 40 sieve must not be more than 6.
4. When stone screenings are furnished, the material must meet the following grading requirements:

<u>Percent (by weight)</u>	
Passing $\frac{3}{8}$ " sieve	100
Passing No. 200 sieve	0 – 30

C. Asphaltic Material

1. Paving Mixture
 - a. Asphalt for paving mixtures will be determined by the Engineer after design tests have been made and shall meet requirements of section entitled ASPHALTS AND EMULSIONS.
 - b. Only one grade of asphalt will be used and shall not be changed without approval of the Engineer.
2. Track Coat
 - a. Track coat may be an emulsion or cutback and satisfy requirements of section entitled ASPHALTS AND EMULSIONS.
 - b. Contractor shall submit Type and Grade of tack coat to be used to the Engineer prior to beginning work.
 - c. Tack coat material shall not be changed during construction without approval of the Engineer.
3. Prime Coat
 - a. Prime coat may be an emulsion or cutback and satisfy requirements of section ASPHALTS AND EMULSIONS.
 - b. Contractor shall submit Type and Grade of prime coat to be used to the Engineer prior to beginning work.
 - c. Prime coat material shall not be changed during construction without approval of the Engineer.

2.2 PAVING MIXTURES

A. Mixture Design

1. Contractor shall furnish mixture design for approval by Engineer.
2. Mix shall be designed in accordance with TxDOT Bulletin C-14 and Test Method Tex-201-F.
3. Trial mixtures shall be produced and tested by the Contractor using all of the proposed project materials and equipment. Furnish test results to Engineer.
4. Trial mixture requirements may be waived.

B. Stability and Density.

1. The mixture produced shall have a stability of at least 40 percent when tested using TxDOT procedures.
2. The density of the mixture shall be 92 percent (with an allowable variance of 2 percent +/-) when tested according to TxDOT procedures.

C. Types

1. The paving mixture shall consist of a uniform mixture of coarse aggregate and asphaltic material.
2. When properly proportioned, the aggregates shall produce a gradation that will conform to the limitations for master grading for the specified type given in the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2004 Edition under Item 340.4(A)(1).
3. Use Test Method Tex-210-F to determine the aggregate gradation and asphalt content of the mixture.

2.3 EQUIPMENT

- A. All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and subject to approval of the Engineer. Any equipment found to be defective and potentially affecting the quality of the paving mixture will be replaced.
- B. Mixing Plants – Mixing plants may be the weigh batch type, the continuous mixing type or the drum mix type. All types of plants shall be equipped with satisfactory conveyors, power units, aggregate handling equipment, bins and dust collectors.
- C. All types of plants shall have equipment that complies with the requirements of Section Item 320, "Equipment for Asphalt Concrete Pavement" of the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2004 Edition.

2.4 STOCKPILING, STORAGE, PROPORTIONING AND MIXING OF AGGREGATES

- A. The Contractor shall comply with all of the requirements specified in Section 340.4(D) "Production Operations" in Item 340 of the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2004 Edition.

PART 3 - EXECUTION

3.1 WEATHER LIMITATIONS

- A. Place no asphaltic mixture, prime or tack coat, when air temperature is below 60° F and falling. Materials may be placed after the air temperature is above 55° F and rising. Take temperature readings in the shade away from artificial heat.
- B. Asphaltic concrete paving shall not be placed during foggy or rainy conditions.

3.2 CONSTRUCTION METHODS

- A. General – The Contractor shall be responsible for producing, transporting, placing and compacting the approved paving mixture in accordance with these specifications.
- B. Prime Coat – Prime coat, if required shall be applied in accordance with Section entitled PRIME COAT.
- C. Tack Coat
 - 1. Surface to receive tack coat shall be thoroughly cleared prior to application of tack coat.
 - 2. Tack coat shall be applied uniformly with an approved sprayer at a rate not to exceed 0.50 gallons per square yard of surface.
 - 3. All contact surfaces of curbs and structures and all joints shall be painted with a thin uniform coat of the tack material.
- D. Transporting Asphaltic Concrete – Transport materials as specified in Item 340 of the TxDOT Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 2004 Edition.
- E. Placing
 - 1. The asphaltic mixture shall be dumped and spread on the approved prepared surface with an approved spreading and finishing machine, in such manner that when properly compacted the finished pavement will be smooth, of uniform density and will meet the requirements of the typical cross sections and the surface tests. During the application of asphaltic material, care shall be taken to prevent splattering of adjacent pavement, curb and gutter and structures.
 - 2. In placing a level up course with the spreading and finishing machine, line and grade shall be established by the Engineer, level up courses may be spread with the specified motor grader.
 - 3. If use of a paver is impractical, the surface course may be spread and finished by hand. Use wood or steel forms, rigidly supported to assure correct grade and cross section. Carefully place materials to avoid segregation of the mix. Broadcasting of the material will not be permitted. Any lumps that do not break down readily must be removed. Put down asphalt course in the same sequence as if placed by machine.
 - 4. The mixture must be at a temperature between 200 deg. F and 315 deg. F when laid. The engineer will determine the lowest acceptable temperature; a variance of 30 degrees F upward will be allowed. Spread the material into a place with approved mechanical finishing machine of screening or tamping type.

5. A surface course 2 inches in thickness may be spread in one lift. Spread all lifts in such a manner that when compacted, the finished course will be smooth, of uniform density, and to section, line and grade as shown on the plans.
6. Adjacent to flush curbs, gutters, liners, and structures, the surface shall be finished uniformly high so that when compacted it will be slightly above the edge of the curb and flush structure.

F. Compacting

1. Begin rolling while pavement is still hot and as soon as it will bear the roller without undue displacement or hair racking. To prevent adhesion of surface mixture to the roller, keep wheels properly moistened with water. Excessive use of water will not be permitted.
2. Compress the surface thoroughly and uniformly, first with power driven, three wheel, or tandem rollers weighing from 8 to 10 tons. Obtain subsequent compression by starting at the side and rolling longitudinally toward the center of the pavement, overlapping on successive trips by at least one half width of the rear wheels. Make alternative trips slightly different in length. Continue rolling until no further compression can be obtained all rolling marks are eliminated.
3. Use a tandem roller for the final rolling. Double coverage with an approved pneumatic roller on asphaltic concrete surface is acceptable after flat wheel and tandem rolling has been completed.
4. Along walls, curbs, headers and similar structures, and in all locations not accessible to rollers, compact the mixture thoroughly with a vibrating plate compactor.
5. Compact the surface course to a density not less than 95 percent of the maximum possible density of a voidless mixture composed of the same materials in like proportions. If, during the construction, the results of density tests show that the surface course has a density less than 95 percent, an additional rolling with a three wheel or pneumatic roller will be required. Such a rolling must be done before the mix cools if it is to be successful.

3.3 SURFACE TESTS

- A. The completed surface, when tested with a 16 foot straight edge on the pavement, must show no deviation in excess of 1/16 inch per foot from the nearest point of contact. The maximum ordinate measured from the face of the straight edge must not exceed 1/4 inch at any point. Furnish approved templates for checking subgrade in finished sections. The strength and rigidity of templates must be such that if a support is transferred to center, no deflection in excess of 1/8 inch will be observed.

3.4 CONSTRUCTION JOINTS

- A. Place courses as nearly continuously as possible. Pass the roller over unprotected ends of freshly laid mixture only when the mixture has become chilled. When work is resumed, cut back the laid material to produce a slightly beveled edge for the full thickness of the course. Remove old material which has been cut away and lay the new mix against the fresh cut.

3.5 DEFECTIVE PAVEMENT

- A. Recompact pavement sections not meeting specified densities or replace them with new asphaltic concrete material. Replace with new material sections of surface course pavement not meeting surface test requirements or having an unacceptable surface

texture. Patch asphalt pavement sections in accordance with procedures established by the Asphalt Institute. Replace asphalt pavement sections which did not meet the specifications at no additional cost to Owner.

3.6 ACCEPTANCE

- A. Cores may be taken from finished hot mix asphaltic concrete. Acceptance of pavement section will be governed by quality and thickness of cores. It will be the Contractor's responsibility to correct any unsatisfactory grading (e.g. "Ponding") before acceptance, at no additional cost to Owner.

END OF SECTION

SECTION 02620

DUCTILE IRON PIPE AND FITTINGS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section governs for construction of 3 inch and larger buried and exposed ductile iron piping systems, of push on joint, mechanical joint, or flanged. Generally flanged piping systems will be used on above ground applications, and mechanical or push on joint systems will be used below ground (see plans).

1.2 RELATED WORK

Section 02221 Trenching

Section 02640 Gate Valves

1.3 QUALITY ASSURANCE

- A. Acceptable to Texas State Board of Insurance Commission without penalty.
- B. Reference Standards: American Water Works Association (AWWA).

AWWA C104	Cement-Mortar Lining for D.I. Pipe and Fittings
AWWA C110	Gray Iron and Ductile Iron Fittings
AWWA C111	Rubber Gasket Joints for Ductile Iron Pipe
AWWA C115	Flanged Cast Iron and Ductile Iron Pipe with Threaded Flanges
AWWA C151	Ductile Iron Pipe
AWWA C153	Ductile Iron Compact Fittings

1.4 PRODUCT, DELIVERY, STORAGE AND HANDLING

- A. Handle material so as to prevent its injury or damage.
- B. Store materials on skids or in crates above ground and keep clean, properly drained, and protected from elements causing corrosion.
- C. Follow recommendations of Ductile Iron Pipe Research Association.

PART 2 - PRODUCTS

2.1 PIPE

Ductile Iron AWWA C151 pipe of the following pressure classes:

- A. 12 inch and smaller – Class 350
- B. Larger than 12 inch – Class 250

2.2 FITTINGS AND FLANGES

- A. Fittings – AWWA C110, C111, and C153.
- B. Flanges – AWWA C115. Use ductile flanges on ductile pipe.

2.3 BOLTS AND GASKETS

- A. Flanged – Conform to Appendix to AWWA C115 using rubber gasket for water.
- B. Mechanical Joint or Push-on Joint – Rubber gaskets for water and sewage service conforming to AWWA C111.

2.4 COATING AND LINING

- A. Pipe Exterior – 1 mil (minimum) bituminous coating.
- B. Pipe Interior
 - 1. 1 mil minimum bituminous coating unless otherwise specified.
 - 2. Cement-mortar lining per AWWA C104 if required by plans or in contract.

2.5 FABRICATION

- A. Conform to applicable AWWA Standards.
- B. Shop threaded, machine tightened, and faced in machine shop equipped for this type of work and conforming to the requirements of AWWA C115.
- C. All pipe plain ends to be beveled.

PART 3 - EXECUTION

3.1 GENERAL

- A. Follow recommendations of Ductile Iron Pipe Research Association.
- B. Water and Sanitary Sewer Clearance
 - 1. Water Lines – Meet Texas Commission on Environmental Quality requirements of Section 290.44 of “Rules and Regulations for Public Water Systems”
 - 2. Sewer Lines – Meet Texas Commission on Environmental Quality requirements of Section 317.13 of “Design Criteria for Sewerage Systems”

3.2 EXCAVATION AND BACKFILLING

Refer to Section entitled “TRENCHING”.

3.3 PIPE INSTALLATION

Refer to Section entitled “TRENCHING”.

- A. Clean bells, plain ends, and fittings of dirt, excess coating, and other foreign material.
- B. Inspect pipe and fittings of damage prior to lowering into trench.

- C. Swab inside of pipe to remove loose dirt and foreign matter prior to lowering into trench. Scrub the inside of pipes which have been allowed to stand in trench water or mud.
- D. Apply lubricant as recommended by the manufacturer.
- E. Torque bolts on mechanical joint and flanged pipe as recommended by the manufacturer.

3.4 DISINFECTION

- A. Before acceptance for domestic use each section of pipe is to be disinfected (sterilized) in accordance with Section entitled "DISINFECTION OF WATERLINES".

3.5 HYDROSTATIC TESTING

- A. General – A hydrostatic test is to establish that the pipe leakage including all joints, fittings and other appurtenances is within the applicable leakage allowance. Notify Engineer and Owner 24 hours in advance of any testing. Owner's representative (inspector) must be present during test.

- B. Procedure

1. Conduct test after section of line is completed with valves, fittings and service lines and prior to installation of meters. Lines to be backfilled prior to testing.
2. Provide air relief valves in section of line to exhaust trapped air in the test section.
3. Fill pipe with water until air is exhausted.
4. Raise pressure to test pressure of pipe by means of pumping from a container.
5. Refill container and maintain pressure for a duration of test.
6. Measure water required to refill container to pre-test level.

- C. Test Pressure

1. 150 psi
2. Do not exceed 1.2 times the pipe pressure rating at the lowest point of test section.

- D. Duration of Test

1. Minimum of four (4) hours.
2. Continue test for a total of twelve (12) hours if leakage during first four (4) hours exceeds 75 percent of allowable leakage rate.

- E. Allowable Leakage – as determined by the following formula

$$L = 0.0001350 ND (P)^{1/2}$$

L = Leakage Allowable (gal./hr.)
 N = No. of pipe joints in test section
 D = Nominal diameter of pipe (inches)
 P = Test Pressure (psi)

F. Record of Test

Pressure test forms will be furnished by the Engineer to record the following test data and results.

1. Date of test.
 2. Name of persons in attendance.
 3. Pipe size and length.
 4. Brand names of pipe and pressure rating.
 5. Beginning and ending times of test.
 6. Test Pressure.
 7. Actual and Allowable Leakage.
 8. Number of leaks found during testing.
 9. Remarks.
 10. Signature of inspector and contractor.
- G. If any test of installed pipe discloses leakage greater than the allowable, the contractor shall, at his own expense, locate and make approved repairs as necessary until the leakage is within the specified allowance.

All visible leaks are to be repaired regardless of the amount of leakage.

3.6 ADJUSTMENT AND CLEANING

- A. Remove excess material and debris after completion of work.

END OF SECTION

SECTION 02622

PVC PIPE AND FITTINGS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section governs for construction of polyvinyl chloride (PVC) pipe, couplings, and fittings for water mains or other pressure lines.

1.2 RELATED WORK

Section 02221 Trenching

Section 02640 Gate Valves

Section 02620 Ductile Iron Pipe and Fittings

1.3 QUALITY ASSURANCE

A. Reference Standards

ASTM D1599	Standard Specification for Short Time Burst Test
ASTM D1784	Standard Specification for Rigid Polyvinyl Chloride (PVC) Compounds
ASTM D2152	Standard Specification for Extrusion
ASTM D2241	Standard Specification for Polyvinyl Chloride (PVC) Plastic Pipe (SDR-PR)
ASTM D3139	Standard Specification, Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals
ASTM F477	Standard Specification for Elastomeric Seals (Gaskets) for Joining Pipe
AWWA C110	Gray Iron and Ductile Iron Fittings
AWWA C153	Ductile Iron Compact Fittings
AWWA C651	Disinfecting Water Mains
NSF 61	National Sanitation Foundation Drinking Water System Components and Related Materials

B. Tests

1. Hydrostatic test for leakage.
2. Bacteriological test.

1.4 PRODUCT, DELIVERY, STORAGE, AND HANDLING

- A. Handle material so as to prevent its injury or damage.
- B. Store materials on skids or in crates above ground and keep clean, properly drained and protected from elements causing corrosion.

PART 2 - PRODUCTS

2.1 PIPE

- A. Materials – PVC plastic shall conform to ASTM D1784, Standard Specifications for Rigid Polyvinyl Chloride Compounds and Chlorinated Polyvinyl Chloride Compounds – for Cell Classification 12454-B (Type I, Grade I). Pipe to be PVC 1120 as manufactured by Johns-Manville, Certain Teed, PW eagle, or an approved equal in writing. Only bell joint single gasket pipe will be allowed; no twin gasket collar type joints will be allowed.
- B. Classification – PVC pipe shall conform to ASTM D2241 Standard Specification for PVC Plastic Pipe – for the Standard Dimension Ratio (SDR) and Pressure Rating (PR) as indicated for pipe size. PVC pipe shall conform to SDR 21 (PR 200) or SDR 26 (PR 160).
- C. Marking – Manufacturer’s name (or Trademark) and code – it shall also include the seal of approval (or “NSF” mark) of the National Sanitation Foundation spaced at intervals specified by the laboratory for pipe intended for transporting potable water.
- D. Bell Joint
 - 1. PVC plastic pipe shall have bell type joints for 2” and larger pipe. Solvent type joints may be used for smaller pipes, provided expansion joints are installed at 100-foot spacing.
 - 2. The wall thickness of the bell meets appropriate commercial standards for the pipe type and size.
 - 3. The belled end must be symmetrical about the centerline axis of the pipe.

2.2 FITTINGS

- A. Larger than 2” diameter pipe – Fittings to be ductile iron or cast iron conforming to the requirements of AWWA C110 / C153 and American National Standards Institute (ANSI) Specifications ANSI A21.10 / A21.53. Fittings to be flanged or mechanical joint.
- B. 2” diameter and smaller pipe shall be rubber gasket bell joint. PVC fittings are permitted.

PART 3 - EXECUTION

3.1 PIPE INSTALLATION

- A. Water and Sanitary Sewer Clearance
 - 1. Meet requirements of Section 290.44(e) of “Rules and Regulations for Public Water Systems” by Texas Commission on Environmental Quality
 - 2. Parallel Lines – Maintain 10’ clearance between new lines.
 - 3. Crossing Lines – Refer to Section 290.44(e).
- B. Trenching – Refer to section entitled “Trenching”.
- C. Cover – Provide 30” minimum cover unless noted.
- D. Trench Width – Nominal pipe size plus 8” minimum and 16” maximum.

- E. Trench Safety – Provide trench safety system in accordance with Occupational Safety and Health Administration (OSHA) Publication OSHA 2226 (Latest Revision) where excavation exceeds 5' depth.
- F. Bedding – Prepare trench bottom to be smooth and free from stones greater than ½" diameter, large dirt clods, and any frozen material. Generally, loose material left by the excavator on the trench bottom will be adequate for bedding the pipe barrel so that it is fully supported. Where the excavator cuts a very clean bottom, soft material can be shaved down from the sidewalls to provide needed bedding. If the trench bottom is rocky or hard, as in shale, place a 4" layer of selected backfill material to provide a cushion for the pipe.
- G. Bell Joint Pipe Assembly
 1. Make certain that the ring groove in the bell is clean, with no dirt or foreign material that could interfere with proper seating or the ring.
 2. Set rubber rings in proper position in bell end as recommended by pipe manufacturer.
 3. Clean spigot end with a clean dry cloth from end to one inch beyond reference mark.
 4. Lubricate the spigot end using only the manufacturer's lubricant supplied. Cover the entire circumference. Apply in accordance with the manufacturer's recommendations. Do not lubricate the rubber ring or the ring groove in the bell because such lubrication could cause ring displacement.
 5. Insert the bevel end into the bell so that it is in contact with the ring. Hold the pipe lengths being joined close to the ground to keep the lengths in proper alignment. Brace the bell while the bevel end is pushed in under the ring, so that previously completed joints in the line will not be closed up. Push the spigot end in until the reference mark on the spigot end is flush with the end of the bell.
- H. Solvent Weld Joint Pipe Assembly – Apply solvent cement in accordance with the manufacturer's recommendation. Apply lightly to the inside of the fitting and somewhat more generously to the outside of the pipe. Joint shall be made before the solvent dries. Pipe should be stabbed into fitting and given a quarter turn. Additional twisting may weaken the joint. If sufficient cement has been used, a small bead will form between the pipe and the shoulder of the fitting. Remove excess solvent with a cloth. After assembly, the joint shall not be moved until the cement weld has set up.
- I. Fitting Assembly – Assemble fittings so that no strain is placed on the pipe during or after the backfill operation.
- J. Insulation for Exposed Piping – Insulate exposed piping with one-inch thick fiberglass insulating material and wrapped with aluminum wrapping. The aluminum wrapping shall be fastened with suitable fasteners.
- K. Plugging Pipe – Plug pipe at end of construction each day to prevent entrance of debris and unnecessary objects into pipe.

3.2 DISINFECTION

- A. Before acceptance for domestic use, each section of pipe is to be disinfected (sterilized) in accordance with "Disinfection of Waterlines".

3.3 HYDROSTATIC TESTING

- A. General – A hydrostatic test is to establish that the leakage of the pipe including all joints, fittings and other appurtenances is within the applicable leakage allowance. Notify

Engineer and Owner 24 hours in advance of any testing. Owner's representative (inspector) must be present during test.

B. Procedure

1. Conduct test after section of line is completed with valves, fittings and services lines and prior to installation of meters. Lines to be backfilled prior to testing.
2. Provide air relief valves in section of line to exhaust trapped air in the test section.
3. Fill pipe with water until air is exhausted.
4. Raise pressure to test pressure of pipe by means of pumping from a container.
5. Refill container and maintain pressure for a duration of test.
6. Measure water required to refill container to pre-test level.

C. Test Pressure

1. 150 psi.
2. Do not exceed 1.2 times the pipe pressure rating at the lowest point of test section.

D. Duration of Test

1. Minimum of four (4) hours.
2. Continue test for a total of twelve (12) hours if leakage during first four (4) hours exceeds 75% of allowable leakage rate.

E. Allowable Leakage – as determined by the following formula:

$$L = 0.000135 ND (P)^{1/2}$$

L = Leakage Allowable (gal./hr.)

N = No. of pipe joints in test section

D = Nominal diameter of pipe (inches)

P = Test Pressure (psi)

F. Record of Test – Pressure test forms will be furnished by the Engineer to record the following test data and results:

1. Date of test.
2. Name of persons in attendance.
3. Pipe size and length.
4. Brand names of pipe and pressure rating.
5. Beginning and ending times of test.
6. Test pressure.
7. Actual and allowable leakage.
8. Number of leaks found during testing.
9. Remarks.
10. Signature of inspector and contractor.

3.4 ADJUSTMENT AND CLEANING

- A. Remove excess material and debris after completion of work.

END OF SECTION

SECTION 02623
PVC PRESSURE PIPE
(AWWA C900/C905)

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section governs for construction of polyvinyl chloride (PVC) pipe, couplings, and fittings conforming to AWWA C900/C905 for water mains and fire mains.

1.2 RELATED WORK

Section 02221 Trenching

Section 02640 Gate Valves

Section 02620 Ductile Iron Pipe and Fittings

1.3 QUALITY ASSURANCE

A. Reference Standards

ASTM D1599	Standard Test Method for Short Time Burst Test
ASTM D1784	Standard Specification for Rigid Polyvinyl Chloride (PVC) Compounds
ASTM D2122	Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings
ASTM D2152	Standard Specification for Adequacy of Fusion of Extruded PVC by Acetone Immersion
ASTM D3139	Standard Specification, Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.
ASTM F477	Standard Specification for Elastomeric Seals (Gaskets) for Joining Pipe
AWWA C110	Ductile Iron and Gray Iron Fittings
AWWA C153	Ductile Iron Compact Fittings
AWWA C605	Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water
AWWA C900	Polyvinyl Chloride (PVC) Pressure Pipe, 4 inches through 12 inches, for Water
AWWA C651	Disinfecting Water Mains
NSF 61	National Sanitation Foundation Plastic Piping System Components and Related Materials

B. Tests

1. Hydrostatic test for leakage.
2. Bacteriological test.

1.4 PRODUCT, DELIVERY, STORAGE AND HANDLING

- A. Handle material so as to prevent its injury or damage.

- B. Store materials on skids or in crates above ground and keep clean, properly drained, and protected from elements causing corrosion.

PART 2 - PRODUCTS

2.1 PIPE

- A. Materials – PVC plastic shall conform to ASTM D1784, Standard Specifications for Rigid Polyvinyl Chloride Compounds and Chlorinated Polyvinyl Chloride Compounds for Cell Classification 12454-B (Type I, Grade I). Pipe to conform to AWWA C900/C905 as manufactured by Johns Manville, CertainTeed, Cantex, Dickey, or an equal approved in writing. Only bell joint single gasket pipe will be allowed.
- B. Classification
 - 1. C900: PVC Pipe shall conform to Table 1 of AWWA C900 with Dimension Ratio (DR) and Pressure Classification (PC) as indicated of DR 18 (PC 150) or DR 14 (PC 200).
 - 2. C905: PVC Pipe shall conform to Tables 2 and 3 of AWWA C905 with Dimension Ratio (DR) with Cast Iron outside diameter and Pressure Rating (PR) as indicated of DR 25 (PR 165), DR 21 (PR 200), or DR 18 (PR 235).
- C. Marking – Pipe shall bear identification marking that will remain legible during normal handling, storage, and installation. Marking on pipe shall include the following and shall be applied at intervals not more than 5 feet:
 - 1. Normal Size
 - 2. "PVC"
 - 3. Dimension Ratio (for example, DR 18)
 - 4. Pressure Classification or Rating (for example, PC 150)
 - 5. AWWA Designation Number (C900 or C905)
 - 6. Manufacturer's name (or trademark) and production-record code
 - 7. Seal of Approval (or "NSF" mark) of the National Sanitation Foundation
- D. Bell Joint
 - 1. PVC plastic pipe shall have bell type joints for 2 inch and larger pipe. Solvent type joints may be used for smaller pipes provided expansion joints are installed at 100 foot spacing.
 - 2. The wall thickness of the bell meets appropriate commercial standards for the pipe type and size.
 - 3. The belled end must be symmetrical about the centerline axis of the pipe.
- E. Gaskets / Lubricants – One gasket shall be furnished with each cell end of every pipe, fitting, and coupling. Elastomeric gaskets shall meet the requirements of ASTM F477 for high-head applications. Gaskets and lubricants intended for use with PVC pipe shall be made from materials that are compatible with the pipe and with each other when used together. Gaskets and lubricants shall not adversely affect the potable quality of the water that is to be transported.

F. Fittings

1. Two inch diameter and larger pipe: Fittings to be ductile iron conforming to the requirements of AWWA C110 / C153 and American National Standards Institute (ANSI) specifications ANSI A21.10 / A21/53. Fittings to be flanged, rubber gasket bell joint, or mechanical joint.
2. Pipe smaller than two inch diameter solvent welded, or bell joint, PVC fittings are permitted.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Water and Sanitary Sewer Clearance

1. Meet requirements of Section 290.44(e) of "Rules and Regulations for Public Water Systems" by Texas Commission on Environmental Quality.
2. Parallel Lines – Maintain 10' clearance between new lines.
3. Crossing Lines – Refer to Section 290.44(e).

B. Trenching – Refer to Section entitled "TRENCHING".

C. Cover – Provide 30 inch minimum cover unless noted.

D. Trench Width – Nominal pipe size plus 8 inches for 6 inch and smaller pipe, and nominal pipe size plus 12 inches for 8 inch and larger pipe.

E. Bedding – Trench bottom to be smooth and free from stones greater than 1/2" diameter, large dirt clods, and any frozen material. Generally, loose material left by the excavator on the trench bottom will be adequate for bedding the pipe barrel so that it is fully supported. Where the excavator cuts a very clean bottom, soft material can be shaved down from the sidewalls to provide needed bedding. If the trench bottom is rocky or hard, as in shale, place a 4 inch minimum layer of select backfill material to provide a cushion for the pipe. Select backfill material shall conform to the required embedment class specified for the pipe. Objectionable material including rocks larger than 1½", peat, silt muck, organic materials or debris will not be allowed.

F. Pipe Assembly – Bell Joint Pipe

1. Make certain that the ring groove in the bell is clean, with no dirt or foreign material that could interfere with proper seating or the ring.
2. Set rubber rings in proper position in pipe, or fitting, bell end, as recommended by pipe manufacturer.
3. Clean spigot end of pipe with a clean, dry cloth from end to one inch beyond reference mark.
4. Lubricate spigot end of pipe, using only the manufacturer's lubricant supplied. Be sure to cover the entire circumference. The coating should be applied in accordance with the manufacturer's recommendations. Do not lubricate the rubber ring or the ring groove in the bell because such lubrication could cause ring displacement.

5. Insert the bevel end into the bell so that it is in contact with the ring. Hold the pipe lengths being joined close to the ground to keep the lengths in proper alignment. Brace the bell while the bevel end is pushed in under the ring, so that previously completed joints in the line will not be closed up. Push the spigot end in until the reference mark on the spigot end is flush with the end of the bell. Pipe joining will be in accordance with the manufacturer's recommendations.
- G. Fitting Assembly – Assemble fittings and appurtenances so that no strain is placed on the pipe during or after the backfill operation. Weight of valve fittings or other appurtenances should not be carried by PVC, and instead should be supported by a concrete block or cradle.
- H. Insulation for Exposed Piping – Insulate exposed piping with one inch thick fiberglass insulating material and wrapped with aluminum wrapping. The aluminum wrapping shall be fastened with suitable fasteners.

3.2 DISINFECTION

- A. Before acceptance for domestic use each section of pipe is to be disinfected (sterilized) in accordance with "DISINFECTION OF WATERLINES".

3.3 HYDROSTATIC TESTING

- A. General – A hydrostatic test is to establish that the leakage of the pipe including all joints, fittings and other appurtenances is within the limits of the applicable leakage allowance. Notify Engineer and Owner 24 hours in advance of any testing. Owner's representative (inspector) must be present during test.
- B. Procedure
 1. Conduct test after section of line is completed with valves, fittings and service lines and prior to installation of meters. Lines to be backfilled prior to testing.
 2. Provide air relief valves in section of line to exhaust trapped air in the test section.
 3. Fill pipe with water until air is exhausted.
 4. Raise pressure to test pressure within 5 psi of the specified test pressure of pipe by means of pumping from a container.
 5. Refill container and maintain pressure for duration of test.
 6. Measure water required to refill container to pre-test level. Make-up water shall be metered by displacement type meter or other acceptable means of accurate measurement. Calculated volume from measuring change of water level in container will not be considered acceptable.
- C. Test Pressure
 1. 150 psi.
 2. Do not exceed 1.2 times the pipe pressure rating at the lowest point of test section.
- D. Duration of Test
 1. Minimum of four (4) hours.
 2. Continue test for a total of twelve (12) hours if leakage during first four (4) hours exceeds 75 percent of allowable leakage rate.

E. Allowable Leakage – as determined by the following formula.

$$L = \frac{ND(P)^{1/2}}{7400}$$

L = Leakage Allowable (gal. / hr.)

N = No. of pipe joints in test section

D = Nominal diameter of pipe (inches)

P = Test Pressure (psi)

F. Record of Test

Pressure test forms will be furnished by the Engineer to record the following test data and results:

1. Date of test.
2. Name of persons in attendance.
3. Pipe size and length.
4. Brand names of pipe and pressure rating.
5. Beginning and ending times of test.
6. Test Pressure.
7. Actual and allowable leakage.
8. Number of leaks found during testing.
9. Remarks
10. Signature of inspector and contractor.

G. If any test of installed pipe discloses leakage greater than the allowable, the contractor shall, at his own expense, locate and make approved repairs as necessary until the leakage is within the specified allowance.

All visible leaks are to be repaired, regardless of the amount of leakage.

3.4 ADJUSTMENT AND CLEANING

A. Remove excess material and debris after completion of work.

END OF SECTION

SECTION 02625

PVC PIPE (AWWA C900 FOR DIRECTIONAL BORING)

PART 1—GENERAL

1.1 DESCRIPTION

This specification covers thrust-restrained Poly-Vinyl Chloride (PVC) pipe, in nominal sizes 4" to 12" with cast iron outside diameters. Pipe is intended for use as a pressure-rated potable-water delivery system and fire protection piping applications.

1.2 RELATED WORK

BORING
GATE VALVES
DUCTILE IRON PIPE AND FITTINGS

1.3 QUALITY ASSURANCE

A. Reference Standards

American Society for Testing and Material (ASTM)

ASTM D1784 Standard Specification for Rigid PVC Compounds and Chlorinated PVC Compounds

ASTM D2837 Standard Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials

ASTM D3139 Standard Specifications, Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals

ASTM F477 Standard Specifications for Elastomeric Seals (Gaskets) for Jointing Plastic Pipe

American Water Works Association (AWWA)

AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in, for water distribution

AWWA C651 Disinfecting Water Mains

National Sanitation Foundation (NSF)

NSF 61 Drinking Water System Components-Health Effects

B. Test

1. Hydrostatic test for leakage.
2. Bacteriological test.

1.4 PRODUCT, DELIVERY, STORAGE AND HANDLING

1. Handle material so as to prevent its injury or damage.
2. Store material on skids or in crates above ground and keep clean, properly drained, and protected from elements causing corrosion.

PART 2—PRODUCTS

2.1 GENERAL

Products delivered under this specification shall be manufactured only from water distribution pipe and couplings conforming to AWWA C900. The restrained joint pipe system shall also meet all short and long term pressure test requirements of AWWA C900. Pipe, couplings, and locking splines shall be complete non-metallic to eliminate corrosion problems.

2.2 MATERIALS

Pipe and couplings shall be made from unplasticized PVC compounds having a minimum cell classification of 12454-b, as defined in ASTM D1784. The compound shall qualify for a Hydrostatic Design Basis (HDB) of 4000 psi for water at 73.4° F, in accordance with the requirements of ASTM D2837. White pipe shall be supplied, unless otherwise agreed upon at time of purchase.

As defined in AWWA C900, pipe and couplings shall be homogeneous throughout and free from voids, cracks, inclusions, and other defects, and shall be as uniform as commercially practicable in color, density, and other physical characteristics.

2.3 APPROVALS

Restrained joint PVC pipe products shall have been tested and approved by an independent third-party laboratory for continuous use at rated pressures. Copies of Agency approval reports or product listings shall be provided to the Engineer. Products intended for contact with potable water shall be evaluated, tested, and certified for conformance with NSF Standard 61 by an acceptable certifying organization.

2.4 DIMENSIONS

Nominal outside diameters and wall thicknesses of thrust-restrained pipe shall conform to the requirements of AWWA C900. Thrust-restrained pipe shall be furnished in sizes 4", 6", 8", 10" and 12", Class 150 and Class 200. Pipe shall be furnished in standard lengths of 20 feet.

2.5 JOINTS

Pipe shall be joined using non-metallic couplings which, together, have been designed as an integral system for maximum reliability and interchangeability. High-strength flexible thermoplastic splines shall be inserted into mating precision-machined groves in the pipe and coupling to provide full 360° restraint with evenly distributed loading.

Couplings shall be designed for use at or above rated pressures of the pipe with which they are utilized, and shall incorporate twin elastomeric sealing gaskets meeting the requirements of ASTM F477. Joints shall be designed to meet the leakage test requirements of ASTM D3139.

2.6 QUALITY CONTROL

Every pipe and machined coupling shall pass AWWA C900 hydrostatic proof test requirements (4X rated pressure for 5 seconds).

2.7 MARKING

Pipe shall be legibly and permanently marked in ink with the following information.

- Manufacturer and Trade Name
- Nominal Size and DR Rating/Pressure Class
- Hydrostatic Proof Test Pressure [NSF-61]
- Manufacturing Date Code

2.9 APPROVED MANUFACTURERS

Restrained Joint PVC Pipe shall be Certain Teed Certa-Lock C900/RJ System, or approved equal.

PART 3—EXECUTION

3.1 INSTALLATION

A. Water and Sanitary Sewer Clearance

1. Meet requirements of "Rules and Regulations for Public Water Systems" by TCEQ (Texas Commission on Environmental Quality).
2. Parallel Lines-Maintain clearance between new lines as shown on Plans.
3. Crossing Lines-Refer to Plans.

B. Directional Boring

C. Cover-Provide 48 inch minimum cover beneath finished grades to top of pipe and 48 inches of cover to top of pipes below finished subgrade in areas of street and drainage work, whichever is lower.

D. Trench Safety-Provide trench safety system and plan in accordance with Occupational Safety and Health Administration (OSHA) Publication 29 CFR Part 1926 (Latest Revision) where excavation exceeds five (5) feet depth. Trench safety to be adhered to when excavations exceed five (5) feet in depth.

The pipeline shall not be bent to a radius less than that shown in the following table:

PIPE DEFLECTION INFORMATION			
Pipe Diameter	Minimum Radius of Curvature	Offset per 20' Length	Deflection per 20' Length
4"	100'	23"	11.5 degrees
6"	150'	16"	7.6 degrees
8"	200'	12"	5.7 degrees
10"	250'	9"	4.6 degrees
12"	300'	8"	3.8 degrees

3.2 DISINFECTION

Before acceptance for domestic use each section of pipe is to be disinfected (sterilized) in accordance with AWWA C651.

3.3 HYDROSTATIC TESTING

A. General- A hydrostatic test is to establish that the leakage of the pipe including all joints, fittings, and other appurtenances is within the limits of the applicable leakage allowance. Notify Engineer and Owner 25 hours in advance of any testing. Owners representative (inspector) must be present during test.

B. Procedure

1. Conduct test after section of line is completed with valves, fittings and service lines and prior to installation of meters. Lines to be backfilled prior to testing.
2. Provide air relief valves in section of line to exhaust trapped air in the test section.
3. Fill pipe with water until air is exhausted.
4. Raise pressure to test pressure of pipe by means of pumping from a container.
5. Refill container and maintain pressure for duration of test.
6. Measure water required to refill container to pre-test level.

C. Test Pressure

1. 150 psi
2. Do not exceed 1.2 time the pipe pressure rating at the lowest point of test section.

D. Duration of Test

1. Minimum of four (4) hours
2. Continue test for a total of twelve (12) hours if leakage during first four hours exceeds 75 percent of allowable leakage rate.

E. Allowable Leakage - as determine by the following formula

$$L = 0.000135 ND (P)^{1/2}$$

L= Leakage Allowable (gal./hr.)

N= No. of pipe joints in test section

D= Nominal diameter of pipe (inches)

P= Test Pressure (psi)

F. Record of Test

Pressure test forms will be furnished by the Engineer to record the following test data and results.

1. Date of test.
2. Name of persons in attendance.
3. Pipe size and length.
4. Brand names of pipe and pressure rating.
5. Beginning and Ending times of test.
6. Test Pressure
7. Actual and Allowable leakage.
8. Number of leaks found during testing.
9. Remarks.
10. Signature of inspector and contractor.

- G. If any test of installed pipe discloses leakage greater than the allowable, the contractor shall, at his own expense, locate and make approved repairs as necessary until the leakage is within the specified allowance.

3.5 ADJUSTMENT AND CLEANING

Remove excess material and debris after completion of work.

SECTION 02640

GATE VALVES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The work covered by this section of the specifications consists of furnishing all labor, equipment and materials and of performing all operations in connection with the installing of gate valves and boxes in the sizes and locations as shown on the plans and in accordance with these specifications.

PART 2 - PRODUCTS

2.1 VALVES

- A. Gate valves shall be designed for a minimum water pressure of not less than 150 pounds per square inch. Valves shall have bell or spigot ends, flanges, or screw joints, as required for the piping in which they are installed. Gate valves shall have a clear water way equal to the full nominal diameter of the valve, and shall be opened by turning counter-clockwise. The operating nut or wheel shall have an arrow, cast in the metal, indicating the direction of opening. Each valve shall have the maker's initials, pressure rating, and year of manufacture cast in the body. Prior to shipment from the factory, each valve shall be tested by hydraulic pressure equal to twice the specified water working pressure. Valves 2 inches and larger shall be iron-body Mueller Resilient Seat, or equal, and shall conform to the requirements of the American Water Works Association Standard C509 or C515 (Latest Revision). Valves larger than 2 inches shall have operating nut or wheel and be non-rising stem. Valves smaller than 2 inches shall be of solid brass construction, with rising stem and operating wheel.

2.2 VALVE BOXES

- A. Valve boxes shall be of the adjustable height, two piece, cast iron, complete with cover, as shown on the plans.

2.3 VALVE WRENCHES

- A. A valve wrench of each size necessary to operate all valves in the system and in accordance with valve manufacturer's recommendation shall be furnished.

PART 3 - EXECUTION

- A. Valves, boxes, concrete twist and surface blocks shall be installed as shown on the plans and at the location indicated thereon or as directed by the Engineer. Reuse of existing valves and boxes shall be approved on site by the Owner's representative.

END OF SECTION

SECTION 02645

FIRE HYDRANTS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section governs for construction and installation of fire hydrants at locations shown on Plans.

1.2 QUALITY ASSURANCE

- A. Standard Specifications – Conform to the requirements of AWWA C502 (Latest Revision) unless otherwise specified hereinafter.
- B. Submittals – If required, submit affidavit of compliance in accordance with AWWA C502 (Latest Revision).
- C. Owner Standard – Provide fire hydrant currently acceptable to Owner. Coordinate with Engineer.

1.3 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. In accordance with AWWA C502 (Latest Revision).

PART 2 - PRODUCTS

2.1 DESIGN REQUIREMENTS

- A. Main Valve Opening – Minimum of 5¼ inches.
- B. Barrel Diameter – Minimum internal diameter of 7¼ inches.
- C. End Opening and Connection – Six inches with same connections as specified for pipe, valves and fittings.
- D. Depth of Bury – Distance from bottom of inlet pipe to “ground-line” or “bury-line,” said “ground-line” being not less than 22 inches below centerline of steamer nozzle.
- E. Nozzles – Two 2½ inch hose nozzles and one 4½ inch steamer nozzle or other dimension which conform to Owner’s standard. Hose connection threads to be National Standard. Steamer connection threads to be Owner’s standard.
- F. Operating Nut – Open by turning counter-clockwise. Pentagonal shape, 1½ inches from point to flat, not less than 1¼ deep. Owner’s standard to take precedence if different from this requirement.
- G. Extension Sections – Provide extension sections when indicated on Plans or where required to conform to Paragraph D above.

- H. Protection from Traffic Damage – Equip hydrants with a breakable feature on the stem and the barrel at the ground-line. In the event of an impact accident, the hydrant main valve to remain closed with no leakage.
- I. Lubrication – Provide permanent lubrication around threaded upper end of stem. Use “O” ring seals to prevent lubricant from leaking out of reservoir into interior surfaces of hydrants that are in contact with potable water.
- J. Dry Top Design – Protect all working parts of the hydrant involving threading mechanism and bearing surfaces by packing (“O” rings) from the waterway.
- K. Dry Barrel Design – Equip hydrant with drain valves which are an integral part of the valve mechanism, which is to be in the open position when the main valve is closed for the purpose of draining the hydrant barrel.
- L. Color – Furnish with the standard color as requested by the Owner. Obtain approval of color before ordering and coordinate with Engineer.

PART 3 - EXECUTION

3.1 GENERAL

- A. Furnish and install valves, fittings, and appurtenances used to complete hydrant installation in accordance with applicable provisions of other TECHNICAL SPECIFICATIONS.

3.2 CONSTRUCTION METHODS

- A. Place hydrants at required location shown on PLANS and in conformity with details as indicated. Fire hydrants should be installed with steamer nozzle facing roadway or as otherwise directed by the Owner. Install hydrants, valves, and valve boxes plumb and place valve boxes directly over valves after they have been connected.
- B. Install hydrants on concrete bed as indicated and block between hydrant and vertical wall of trench to prevent it from blowing off of line.
- C. Place not less than 3 cubic feet of broken stone or gravel around base of each hydrant to insure drainage of hydrant when closed. Thoroughly compact backfill around hydrants to surface of natural ground.
- D. Before installation of any hydrant or valve, clean foreign material from interior of valve or barrel of hydrant. Tighten stuffing boxes on valves and hydrants and open and close them to insure that parts are in good working order.

END OF SECTION

SECTION 02650

FLUSH VALVES AND BLOW OFF VALVES

PART 1—GENERAL

1.1 DESCRIPTION

The work covered by this section of the specifications consists of furnishing all labor, equipment, and materials and of performing all operations in connection with the installing of Flush Valves and Blow Off Valves in the sizes and locations as shown on the plans and in accordance with these specifications.

1.2 RELATED WORK

Gate Valves

PART 2—PRODUCTS

2.1 VALVES

The valves shall be in accordance with Specifications for "Gate Valves".

2.2 VALVE BOXES

The valve boxes shall be as shown on the plans and in accordance with Specifications for "Gate Valves".

2.3 RISERS

The risers shall be of the same size as the valves and of standard weight galvanized steel pipe complete with fittings as shown on plans.

PART 3—EXECUTION

3.1 INSTALLATION

The valves, boxes, risers and concrete thrust and surface blocks shall be installed as shown on the plans at the locations indicated thereon. Re-use of existing valves and boxes shall be approved by the Engineer.

SECTION 02660

CONNECTION TO EXISTING WATER MAINS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The work covered by this section of the specifications consists of furnishing all labor, equipment, appliances, and materials, and of performing all operations involving the connection of new water mains to existing water mains complete, in strict accordance with this section of the Specifications and Plans, and subject to the terms and conditions of the Contract.

PART 2 - PRODUCTS

2.1 TAPPING SLEEVES

- A. Tapping sleeves shall be Mueller H-615 or approved equal for cast iron pipe and PVC 1120 pipe. Bolts to be stainless steel.

2.2 TAPPING VALVES

- A. Tapping valves shall be Mueller T-2360 or approved equal unless otherwise noted on the Plans. Bolts to be stainless steel.

2.3 MAIN LINE TEE

- A. Connections made with tees shall be an approved mechanical joint type Ductile Iron for use on cast iron and PVC 1120 in accordance with Section 02620 DUCTILE IRON PIPE AND FITTINGS. Flanged type tees may be used when connecting directly to valve.

2.4 VALVE BOXES

- A. Valve boxes shall be Tyler Series 6870 for valves 3 inches and smaller, Tyler Series 6850 for valves 4 inches and larger, or an approved equal.

PART 3 - EXECUTION

3.1 CONNECTION TO EXISTING MAINS

- A. Connections to existing water mains shall be done by use of tapping sleeves, tapping valves and drilling machines or by main line installed tees.

3.2 APPROVED METHODS

- A. Approved methods as furnished by manufacturer shall be used. State and Local requirements shall be followed.

END OF SECTION

SECTION 02675

DISINFECTION OF WATERLINES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Disinfection of new waterlines on initial fill of pipe, including connections to existing sections of work, where required. Cost for disinfection and testing to be included in bids for pipe.

1.2 QUALITY ASSURANCE

- A. Standard Specifications: AWWA C651, as applicable.
- B. Bacterial Analysis – Following disinfection and flushing, make bacteriological analysis to check effectiveness of disinfection. Methods of bacteriological analysis are as specified in the Standard Methods for Examination of Water and Wastewater by the American Public Health Associations, latest edition. No main shall be placed in service or accepted until water samples are tested in accordance with Texas Commission on Environmental Quality criteria and passing test reports from a TCEQ approved laboratory are furnished to the Owner. Samples to be taken every 1,000 feet of installed line. Contractor is to provide fittings and equipment to permit sampling at the TCEQ required spacing.

PART 2 - PRODUCTS

- A. Chlorination agents to be chlorine gas-water mixture or calcium hypochlorite in water per AWWA C651.

PART 3 - EXECUTION

3.1 APPLICATION

- A. General – Furnish pump, pipe connections, and necessary apparatus, gauges, and meters. Furnish necessary labor, assistance, and chlorinating agent for disinfection.
- B. Application Procedure – Apply chlorinating agent in water through suitable solution feed device. Place solution feed device at or near beginning point from which line is being filled. Inject through corporation cock tapped in horizontal axis of newly laid pipe. Slowly fill section to be sterilized, and proportion rate of application rate of chlorinating agent to rate of water entering line so that chlorine does applied to water is at least 50 mg/1 (ppm). Retain chlorine treated water in line until completion of hydrostatic testing but not less than 24 hours. Following chlorination and prior to putting into service, flush treated water lines until replacement water has chlorine content not more than 0.1 mg/1 (ppm) in excess of residual in water from supplying line.
- C. If initial disinfection fails to produce satisfactory bacteriological samples, the contractor shall be responsible for re-disinfection until satisfactory results are obtained.

END OF SECTION

SECTION 13315

WATER METERS AND SERVICE LINES

PART 1 - GENERAL

1.1 DESCRIPTION

Work covered by this section consists of furnishing all labor, equipment and materials in connection with the installing of water meters, meter boxes, curb stops, corporation stops, service lines, and road boring in sizes and locations as shown on the plans and in accordance with the specifications.

PART 2 - PRODUCTS

2.1 ANGLE STOPS

Angle stops (curb stops) shall be "Mueller" H-14255, or equal as approved by the Engineer.

2.2 CORPORATION STOPS

Corporation stops shall be "Mueller" H-15000, or approved equal.

2.3 SERVICE LINES

Service line shall be high density polyethylene tubing conforming to copper tubing dimensions (SDR9, CTS, 200 psi). Submit material specifications to the Engineer for approval prior to construction.

2.4 METER BOXES

Furnish meter boxes as shown on plans.

2.5 WATER METERS

Advise the Engineer on defective meters so that they can be replaced. Owner will furnish the Contractor with replacement meters for defective meters. Meters damaged by the Contractor will be replaced by the Contractor with hermetically sealed, frost proof, magnetic drive, direct reading meters with measuring chambers made of an approved non-corrosive material conforming to AWWA Standard C700-71T.

2.6 SERVICE CONNECTION

Tapped tee connections shall be ductile iron C153 MJ fittings. Service Saddles shall be Smith Blair 317 SS or approved equal.

PART 3 - EXECUTION

3.1 INSTALLATION

Angle stop, meter box, service line, corporation stop and necessary fittings shall be of the size specified and shown on the plans and shall be replaced at the location of existing service lines to facilitate connection over to the new line. In addition, the Contractor shall be responsible for connecting existing house services to the new line.

END OF SECTION