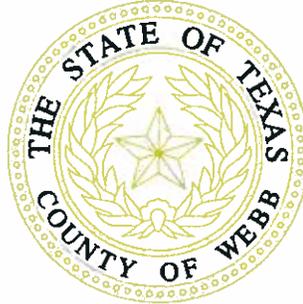


**SPECIFICATIONS AND CONTRACT DOCUMENTS**  
for  
**CONSTRUCTION OF MIRANDO CITY WATER WELL**  
**WEBB COUNTY, TEXAS**



**Webb County Judge**  
**Danny Valdez**

**Commissioner Precinct 1**  
**Frank Sciaraffa**

**Commissioner Precinct 3**  
**Jerry Garza**

**Commissioner Precinct 2**  
**Rosaura "Wawi" Tijerina**

**Commissioner Precinct 4**  
**Sergio "Keko" Martinez**

**Funded By:**



**Texas Department of Rural Affairs**  
**Contract No. R729700A/B**



These specifications  
have been issued for  
bidding purposes  
only. Sign and  
sealed specifications  
for construction will  
be provided via  
Addendum.

**JULY 2010**

Jeffrey G. Puig, P.E.  
No. 86352

**CONSTRUCTION OF MIRANDO CITY WATER WELL  
WEBB COUNTY, TEXAS**

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WEBB COUNTY, TEXAS**

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## PUBLIC NOTICE

Notice is hereby given that the County of Webb is now accepting bids for the Texas Department of Rural Affairs Contract No. R729700A/B, which includes the construction of one (1) water well to be located southeast of Mirando City.

Bids shall be submitted in TRIPLICATE in sealed envelopes to the Office of the Webb County Clerk. Sealed envelopes shall be marked (Sealed Bid) with the number and services on the front lower left-hand corner of envelope.

**Bid-2010-36      “The Construction of One Water Well for Mirando Rural Water Supply Corporation”**

Bid will be either hand delivered or mailed to the following location:

Hand delivered or mailed to:

Webb County Clerk  
Webb County Justice Center  
1110 Victoria Street, Suite 201  
Laredo, TX 78042-0029

Bids shall be delivered no later than **2:00 p.m. Monday, August 16, 2010**, at which time all received bids will be opened and read to the public. Late bid will not be considered.

**Pre-Bid Conference will be held on Wednesday, August 11, 2010, at 10:00 a.m. at the Webb County, Purchasing Department, 1110 Washington Street, Suite 101, Laredo, TX.**

Bids shall be held by the County of Webb for a period of not to exceed thirty (30) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's prior Award of Contract.

If any additional information is requested please contact, Leticia Gutierrez, Webb County Purchasing Department, 1110 Washington Street, Suite 101, (956-523-4125), Laredo, Texas 78040. Please visit the purchasing department's website at [www.webbcountytx.gov](http://www.webbcountytx.gov) for a copy of the bid/contract documents, drawings and technical specifications. If hardcopies are required for the specifications and drawings, the cost will be \$50.00 non-refundable.

The County of Webb reserves the right to reject any or all bids or to select the proposal that is the best interest of Webb County.

---

Dr. Cecilia May Moreno  
Purchasing Department

Advertise on the following dates:

Sunday, August 1, 2010

Sunday, August 8, 2010

## INSTRUCTION TO BIDDERS FOR CONSTRUCTION

### 1. Use of Separate Bid Forms

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

### 2. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for an interpretation shall be made in writing to the Grant Recipient or engineer no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than five (5) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

### 3. Inspection of Site

Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal document or to visit the site or acquaint himself with the conditions there existing. The city/county will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

### 4. Alternate bid items

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

### 5. Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c. Bid documents, including the bid, the bid bond, and the statement of bidders' qualifications shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.
- d. The Grant Recipient may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.

- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Modifications Prior to Bid Opening

- a. Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Grant Recipient prior to the closing time, and provided further, the Grant Recipient is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition, subtractions or other modifications so that the final prices or terms will not be known by the Grant Recipient until the sealed bid is open. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.
- b. Likewise, any bidder may modify a bid by submitting a supplemental bid in person prior to the scheduled closing time for receipt of bids. Such supplemental bid should mention only additions or subtractions to the original bid so as to not reveal the final prices or terms to the Grant Recipient until the sealed bid is open.

7. Bid Bond

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

8. Statement of Bidders Qualifications

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

9. Unit Price

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

10. Corrections:

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

11. Time for Receiving Bids

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

12. Opening of Bids

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

13. Withdrawal of Bids

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

14. Award of Contract/Rejection of Bids

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

15. Execution of Agreement/Performance and Payment Bonds

- a. Performance and Payment Bonds, Requires all prime contractors which enter into a formal contract in excess of \$25,000 with the State, any department, board, agency, municipality, county, school district or any division or subdivision thereof, to obtain a Payment Bond in the amount of the contract before commencing with work and a performance bond for public works contracts in excess of \$100,000.
- b. The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Grant Recipient may grant, shall constitute a default and the Grant Recipient may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the Grant Recipient may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the Grant Recipient for a refund.

16. Wages and Salaries

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

17. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, creed, sex, gender, or national origin.

**CONSTRUCTION OF MIRANDO CITY WATER WELL  
WEBB COUNTY, TEXAS**

**BID FORM**

| Item No. | Estimated Quantity | Description of Item with Unit Bid Price in Words | Amount In Figures |
|----------|--------------------|--|-------------------|
|----------|--------------------|--|-------------------|

**Base Bid Including Special Conditions – “Buy American” Requirement**

1. 1 L.S. Construct a 15' wide (minimum) caliche access/service road for the water well located on the Marshall property within the Mirando City Water Supply Corporation's lease boundary. This will include but not be limited to the following:
- Clear, grub and prepare area for the access/service road;
  - Construct a 15' wide, 6" thick caliche access/service road from the existing caliche road to the well site, constructing a 6" thick caliche service drive within the confines of the water well site, and constructing drainage swales along the access/service road as shown on the construction drawings.
- Work shall be for a fully functional, complete access/service road to serve the water well, building and site, complete and in place for the sum of

\_\_\_\_\_

\_\_\_\_\_

and \_\_\_\_\_

per lump sum.

\$ \_\_\_\_\_

2. 1 L.S. Ream and equip well located on the Marshall property within the Mirando City Water Supply Corporation's lease boundary. This will include but not be limited to the following:
- Ream existing test/bore hole for water well to the stipulated depths, install well casing with screen sections at the specified depths, gravel pack the well and cement the annular space as per the construction drawings;
  - Develop well to remove all drilling fluids, formation fines, bore hole gel, and drilling damage;
  - Perform 36-hour drawdown and recovery tests;
  - Construct well foundation, equip the well with a pump, discharge head, electrical motor and appurtenances;
  - Install yard piping, valves, flow meter, fittings, and appurtenances; sterilize/complete the well;
  - Complete site clearing, grading, and installation of 4" caliche base perimeter as shown on the construction drawings;
  - Mobilization, demobilization, safety items and all insurance requirements.

Work shall be for a fully functional, complete water well and site, complete and in place for the sum of

\_\_\_\_\_

\_\_\_\_\_

and \_\_\_\_\_

per lump sum.

\$ \_\_\_\_\_



| Item No. | Estimated Quantity | Description of Item<br>with Unit Bid Price in Words | Amount<br>In<br>Figures |
|----------|--------------------|---|-------------------------|
|----------|--------------------|---|-------------------------|

**Alternate Bid Excluding Special Conditions – “Buy American” Requirement**

1. 1 L.S. Construct a 15' wide (minimum) caliche access/service road for the water well located on the Marshall property within the Mirando City Water Supply Corporation's lease boundary. This will include but not be limited to the following:
- Clear, grub and prepare area for the access/service road;
  - Construct a 15' wide, 6" thick caliche access/service road from the existing caliche road to the well site, constructing a 6" thick caliche service drive within the confines of the water well site, and constructing drainage swales along the access/service road as shown on the construction drawings.
- Work shall be for a fully functional, complete access/service road to serve the water well, building and site, complete and in place for the sum of

\_\_\_\_\_

\_\_\_\_\_

and \_\_\_\_\_ \$ \_\_\_\_\_

per lump sum.

2. 1 L.S. Ream and equip well located on the Marshall property within the Mirando City Water Supply Corporation's lease boundary. This will include but not be limited to the following:
- Ream existing test/bore hole for water well to the stipulated depths, install well casing with screen sections at the specified depths, gravel pack the well and cement the annular space as per the construction drawings;
  - Develop well to remove all drilling fluids, formation fines, bore hole gel, and drilling damage;
  - Perform 36-hour drawdown and recovery tests;
  - Construct well foundation, equip the well with a pump, discharge head, electrical motor and appurtenances;
  - Install yard piping, valves, flow meter, fittings, and appurtenances; sterilize/complete the well;
  - Complete site clearing, grading, and installation of 4" caliche base perimeter as shown on the construction drawings;
  - Mobilization, demobilization, safety items and all insurance requirements.

Work shall be for a fully functional, complete water well and site, complete and in place for the sum of

\_\_\_\_\_

\_\_\_\_\_

and \_\_\_\_\_ \$ \_\_\_\_\_

per lump sum.

| Item No.                                     | Estimated Quantity | Description of Item with Unit Bid Price in Words   | Amount In Figures |
|--|--------------------|--|-------------------|
| 3.   | 1                  | <p>L.S. Install complete electrical system for the operation of the equipped well located on the Marshall property within the Mirando City Water Supply Corporation's lease boundary. This will include but not be limited to the following:</p> <ul style="list-style-type: none"> <li>• Install underground conduit piping from the AEP service pole to the control panel racks, control panel racks, panel boxes and gutter box for electrical equipment, electrical panel switches, outlets and equipment for main power, starter, pump and equipment, underground conduit piping from panel racks to emergency shut-off controller panel, flexible conduit from emergency shut-off panel to well junction/splitter panel on well cap casing, all wiring and connections from electrical panels to well pump (Service wiring and power connects from service pole to main power panels shall be done by MSWSC electrician).</li> </ul> <p>Work shall be for a fully operational, complete electrical system to serve the water well and site, complete and in place for the sum of</p> <p>_____</p> <p>_____</p> <p>and _____</p> <p>per lump sum.</p> | \$ _____          |
| 4.   | 1                  | <p>L.S. Install concrete foundation and prefabricated metal building to house electrical and storage equipment for the water well located on the Marshall property within the Mirando City Water Supply Corporation's lease boundary. This will include but not be limited to the following:</p> <ul style="list-style-type: none"> <li>• Construction of a 14' x 10' concrete foundation pad for the prefabricated metal electrical/storage building;</li> <li>• Install a 10' x 8' prefabricated metal building with a single slope roof, hollow metal entrance door with lock, interior lighting, and four (4) adjustable wall louvers;</li> <li>• Install metal conduit and electrical system wiring, switches, outlets, interior lighting and exterior security light for the metal building.</li> </ul> <p>Work shall be for a fully functional, complete metal building to house the electrical equipment and serve as a storage facility for the water well and site, complete and in place for the sum of</p> <p>_____</p> <p>_____</p> <p>and _____</p> <p>per lump sum.</p>   | \$ _____          |
| <b>TOTAL ALTERNATE BID PRICE (in words):</b> |                    |  |                   |
| _____ ( \$ _____ )                           |                    |  |                   |

**Note: As a condition for acceptance of the Contractor's Base Bid, the Contractor is required to complete the Alternate Bid under the provisions of TDRA Contract No. R729700A/B**

**This Bid is submitted by:**

If Bidder is:

**An Individual**

By \_\_\_\_\_ (SEAL)

(Name of Bidder)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Partnership**

By \_\_\_\_\_ (SEAL)

(Firm Name)

\_\_\_\_\_  
(Signature - general partner)

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Corporation**

By \_\_\_\_\_

(Corporation Name)

\_\_\_\_\_

(state of incorporation)

By \_\_\_\_\_

(name of person authorized to sign)

\_\_\_\_\_

(Title)

(Signature)

(Corporate Seal)

Attest \_\_\_\_\_

(Secretary)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

When proposing as a Corporation, Bidder swears and affirms by signing this Bid that the proposing Corporation is currently in existence, is currently authorized to do business in the State of Texas (or State of incorporation) and that no franchise tax reports or payments are delinquent as of the date of this Bid Proposal. The Bidder will provide a Certificate of Account Status with the signed Contract Documents. See the Agreement, Section 00500, for the sample form which is to be obtained by the successful Contractor from the Texas (or other state) Comptroller of Public Accounts and submitted as part of the final, executed Contract Documents.

COUNTY OF WEBB

STANDARD FORM OF AGREEMENT
FOR OWNER-CONTRACTOR PROJECTS

STATE of TEXAS }
COUNTY of WEBB }

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_, A.D. 201\_\_\_, by and between \_\_\_\_\_ of the COUNTY of WEBB in the STATE OF TEXAS, thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_ in the State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

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

The drilling, installation, testing and completion of one (1) water supply well in Webb County for use by the Mirando City Water Supply Corporation (MCWSC) located on the Marshall property southeast of Mirando City within the MCWSC's lease boundary and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by Puig Engineering, herein entitled the ENGINEER, each of which has been identified by the CONTRACTOR and the ENGINEER, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date written notice to do so shall have been given to him, and to substantially complete within 45 consecutive calendar days after issuance of the "Notice to Proceed" and to be at Final Completion within 60 consecutive calendar days after the issuance of the "Notice to Proceed", subject to such extensions of time as are provided by the General and Special Conditions.

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

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

Party of the First Part (OWNER)

Party of the Second Part (CONTRACTOR)

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**SAMPLE**

**GENERAL CONTRACT CONDITIONS  
FOR CONSTRUCTION**

1. Contract and Contract Documents

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

2. Definitions

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

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

3. Supervision By Contractor

- (a) Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- (b) The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts.
- (b) No proposed subcontractor shall be disapproved by the city/county except for cause.
- (c) The Contractor shall be as fully responsible to the city/county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.
- (e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Owner.

5. Fitting and Coordination of Work

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

6. Payments to Contractor

(a) Partial Payments

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

(b) Final Payment

- 1) After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.

- 2) The Owner before paying the final estimate, shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems it necessary in order to protect its interest. The Owner may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
- 3) Any amount due the Owner under Liquidated Damages, shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

(d) Withholding Payments

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

7. Changes in the Work

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

- 1) A detailed description of the change in the work.
- 2) The Contractor's proposal (if any) or a confirmed copy thereof.
- 3) A definite statement as to the resulting change in the contract price and/or time.
- 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
- 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Claims for Extra Cost

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

9. Termination, Delays, and Liquidated Damages

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

(c) Liquidated Damages for Delays.

(d) If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$1,000.00 for each calendar day beyond the date established for substantial completion and \$500.00 for each calendar day beyond the date established for final completion, until the work is completed. The Contractor and his sureties shall be liable to the Owner for the amount thereof.

(e) 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 Owner;
- 4) Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- 5) Provided, however, that the Contractor promptly notifies the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10. Assignment or Novation

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11. Disputes

(a) All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Owner for decision. Any claim not

presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Owner.

- (b) The Contractor shall submit in detail his claim and his proof thereof.
- (c) If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest.

## 12. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Owner, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

## 13. Shop Drawings

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

## 14. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish

promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

15. Materials and Workmanship

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

16. Samples, Certificates and Tests

- (a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- (b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- (c) Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to

meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
- 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
  - 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
  - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
  - 4) The Owner will pay all other expenses.

17. Permits and Codes

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

directed by the Owner, shall moisten the bank and surrounding area to prevent a dusty condition.

18. Care of Work

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

19. Accident Prevention

- (a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- (b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- (c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

- (d) The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- (e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.
- (f) The contractor shall at all times conduct his work in such a manner as to insure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the Owner, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the Owner at the expense of the Contractor.

20. Sanitary Facilities

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

21. Use of Premises

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

22. Removal of Debris, Cleaning, Etc.

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

23. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the Owner and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies

which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

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

#### 24. Review by Owner

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

#### 25. Final Inspection

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

#### 26. Deduction for Uncorrected Work

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

27. Insurance

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

(a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.

(b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts:

1. Contractor's Public Liability Insurance: \$1,000,000.00
2. Contractor's Property Damage Insurance: \$1,000,000.00
3. Vehicle Liability Insurance: \$1,000,000.00

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

28. Warranty of Title

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

29. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Owner or the public shall constitute an

acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work.

30. Compliance with Air and Water Acts

(a) In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:

- 1) Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
- 2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended.
- 3) Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

(b) If the Contractor encounters existing material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Owner. The Owner will be responsible for testing for and removal or disposition of hazardous materials on sites owned or controlled by the Owner. The Owner may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Owner.

31. Equal Employment Opportunity

(a) The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, gender, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, gender, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner.

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

(c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

(d) The Contractor shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.

- (e) Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.
- (f) The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
- (g) The Contractor shall not use the affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (h) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.
- (i) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

32. Affirmative Action for Workers with Disabilities

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

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

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

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

- (a) To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- (b) The Contractor will include this clause in every subcontract for work in connection with the project.

35. Non Segregated Facilities

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

directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

36. Job Offices

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

37. Partial Use of Site Improvements

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

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- (c) The period of guarantee stipulated in the Section 29 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

38. Contract Documents and Drawings

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

39. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the Owner in the Notice to Proceed, and shall be substantially complete within 45 calendar days and fully completed within 60 calendar days thereafter.

40. 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 Owner the sum of One Thousand Dollars (\$ 1,000.00) as fixed, agreed and liquidated damages for each calendar day of substantial completion delay and Five Hundred Dollars (\$500.00) for each calendar day from the above time stipulated for final completion delay.

## **SPECIAL CONTRACT CONDITIONS FOR CONSTRUCTION**

### **Special Conditions - CDBG – Recovery Contracts**

A. General - The Contractor shall comply with the American Recovery and Reinvestment Act of 2009 (Public Law 111-005, the "Recovery Act"), the Supplemental Appropriations Act of 2009 pertaining to labor requirements, the HUD Notice of Program Requirements for Community Development Block Grant Program Funding under the American Recovery and Reinvestment Act of 2009, 74 Fed. Reg. 21816 (May 11, 2009) "the Notice", (as now in effect and as amended from time to time), Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.) (as modified by the Notice) and HUD regulations at 24 CFR part 570 (as now in effect and as may be amended from time to time as modified by the Notice). The Contractor certifies that funds under this contract will be used in accordance with state and federal laws, as required under Executive Order RP72, Governor of State of Texas.

B. "Buy American" Requirement – The Contractor must ensure that all iron, steel and manufactured goods used in construction, alteration, repair, or maintenance of a public building or public work project assisted with funds provided under this contract must be produced in the United States unless the Secretary of the U.S. Department of Housing and Urban Development finds that: (1) the requirement is inconsistent with public interest; (2) those goods are not reasonably available or produced in sufficient quantity in the U.S.; (3) or the use of the goods will increase the project cost by more than 25 percent. The Contractor must establish procedures and review information on each construction project to enforce this requirement.

Specifically, the Contractor must require for all bids at least two alternates, with (a) one alternate specifying all iron, steel and manufactured goods used in construction, alteration, repair, or maintenance of a public building or public work project assisted with funds under this contract be produced in the United States and (b) the other alternate specifying the lowest cost materials meeting the specifications. The Contractor must select bid alternate (a), with all materials produced in the United States, unless it determines that it would increase the project cost by more than 25 percent. The Contractor must receive the Department's prior written approval before executing the applicable construction contract if it determines that the required goods are not reasonably available or produced in sufficient quantity in the United States. If bid alternate (a) is selected, the Contractor must maintain a record of its determination and must require written certification under its contract that all iron, steel and manufactured goods were produced in the United States. The Contractor must comply with this provision for all other iron, steel and manufactured goods purchased with funds under this contract.

C. Reporting – The Contractor shall submit to the Department by the specified dates all information the Department determines is necessary to comply with the reporting requirements under the Recovery Act, the Office of Management and Budget (OMB) 2 CFR Part 176, and HUD notices, guidelines and requirements.

The Contractor shall submit quarterly to the Department a report, in a format and manner specified by the Department, that contains: (1) the total amount of recovery funds received from that agency; (2) the amount of recovery funds received that were expended or obligated to projects or activities; and (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including the name of the project or activity; a description of the project or activity; an evaluation of the completion status of the project or activity; an estimate of the number of jobs created and the number of jobs retained by the project or activity (including permanent, construction and temporary jobs and full-time equivalents); and for infrastructure investments, the

purpose, total cost, rationale for funding the infrastructure investment with funds made available under the Recovery Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment. If requested from the Department to comply with a HUD requirement, the Contractor shall provide a description of the activities that will be carried out funds under this contract that promote energy conservation, smart growth, green building technologies, or reduced pollution emissions.

The Department reserves the right to restrict access to funds under this contract for delinquent, incomplete, or inaccurate reporting. The Recovery Act imposes additional reporting requirements including, but not limited to information on the environmental review process, the expected completion of the activity, the type of activity, and the location of the activity. The Contractor must provide to the Department all information necessary to comply with HUD's reporting requirements.

**Environmental Compliance Reviews** – To comply with Recovery Act requirements, the Contractor shall report to the Department information, in a format and manner specified by the Department, on the status of the environmental compliance reviews for all activities funded under this contract, including when a funded activity's environmental compliance review is started and when it is completed, as necessary to comply with HUD's requirement.

D. The Contractor shall not use funds under this contract for any activities other than the specific activities and for the specified amounts as provided in the Performance Statement, Exhibit A, and the Budget, Exhibit B, without the Department's prior written approval, unless the Department has specifically established through a Policy Issuance other procedures and requirements.

E. **Project Sign(s)** – The Contractor shall provide a project sign or signs in accordance with criteria established by HUD. Unless the Department specifies otherwise, public buildings, facilities, and centers constructed with funds provided under this contract 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 funding under this contract shall have temporary 3 signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.

**Project Sign Wording:**

“This project is funded by the Texas Department of Rural Affairs 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 under the American Recovery and Reinvestment Act of 2009.”

F. The Contractor must register with the Central Contractor Registration (CCR) database and must obtain and update its Data Universal Numbering System (DUNS) number.

G. The Contractor's accounting records must adequately identify the source and application of funds under this contract. The Contractor is not required to establish a separate bank account for these funds. As required under Executive Order RP72, Governor of State of Texas, the Contractor shall track all funds and their projected statuses separately from all other funds, and comply with the Recovery Act Section 1512 and other federal and state reporting requirements.

H. The Contractor agrees to establish a goal of awarding contracts based on bids within 120 days from July 30, 2009 (i.e., November 27, 2009) and ensuring activities funded under this contract result in maximum job creation and economic benefit.

I. Project Management Commitments and Prioritization - The Contractor agrees to prioritize the performance of activities funded under this contract in order to expedite the expenditure of contract funds and accomplish the intended outcomes as specified in the Performance Statement, Exhibit A. Specifically, the Contractor agrees to provide an entire copy of this contract, including the Project Implementation Schedule, Exhibit C, to all professional services subcontractors upon executing a contract for any services to be funded under this contract. The Department encourages the Contractor to hold a conference call with all procured professional services subcontractors at least quarterly to ascertain the current status of all contract activities and to ensure the contract activities are progressing as expeditiously as possible.

J. In order to provide timely information that the Department needs to coordinate project activities with other state regulatory agencies and thereby expedite the implementation of funded activities, the Department encourages the Contractor to notify the Department, within seven calendar days, through email or other specified methods that it has submitted any activity-related documents, such as plans and specifications, for approval to another regulatory agency, such as the Texas Commission on Environmental Quality (TCEQ).

K. The Contractor certifies that activities funded under this contract are an appropriate use of taxpayer dollars.

L. Any program income generated from the use of funds under this contract will be treated as program income to the regular TxCDBG program.

M. The Contractor shall not use funds provided under this contract for any swimming pools, golf courses, zoos, aquariums, and casinos or other gambling establishments.

N. Pre-agreement - The Department shall not be liable for costs incurred or performances rendered by the Contractor before commencement of this contract or after termination of this contract, unless (a) the costs are specifically identified in Exhibit A, Performance Statement and Exhibit B, Budget, of this contract, (b) the costs incurred by the Contractor were for otherwise allowable pre-agreement program costs that were incurred on or after June 29, 2009 under contracts executed on or after June 29, 2009 and (c) the Contractor complied with all the Department's requirements applicable to Texas CDBG grants, including all applicable state and federal laws, such as procurement procedures, applicable environmental, labor, civil rights and acquisition requirements, all provisions of this contract, and all applicable Texas CDBG policies and procedures.

O. In accordance with Executive Order RP72, Governor of State of Texas, the Contractor is encouraged to post all Recovery Act-funded job openings on WorkinTexas.com and distinguish Recovery Act-funded positions from positions funded through other sources of revenue.

P. The Department shall not be obligated to release any funds for any costs incurred by the Contractor under this contract until the Contractor has provided to the Department any additional information related to the project described in Exhibit A that the Department determines is necessary to complete the application material or any additional information to otherwise satisfy any CDBG program requirement. The Contractor understands and agrees that Department may immediately terminate this contract if it is determined that the information provided in the application is found to be false or otherwise misleading.

Q. As specified in the Title IX of the Recovery Act, the Comptroller General of the United States and his representatives are authorized: (1) to examine any records of the Contractor or any of its subcontractors, or any State or local agency administering this contract, that directly pertain to, and involve transactions relating to, this contract or subcontract; and (2) to interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering this contract, regarding such transactions.

R. In accordance with Executive Order RP72, Governor of State of Texas, the Contractor shall execute an affidavit provided by the Department certifying, among other matters, that funds under this contract will be used in accordance with state and federal laws and will provide the Department with all other information or documents required to comply with Executive Order RP72.

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

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

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

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

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

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

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

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

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

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

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

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of an laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any

other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract, in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates or contributions or costs anticipated for bona fide fringe benefits or cash equivalents there of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017).

**(ii)(a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0014-1), U. S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149).

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

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

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

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

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

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

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

**(4) Apprentices and Trainees.**

**(i) Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration. Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

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

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

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

**10. (i) Certification of Eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded

Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration... makes, utters or publishes any statement, knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

**B. Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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

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

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

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

**C. Health and Safety**

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat.96).

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

**SECTION 00760  
WAGE RATE REQUIREMENTS**

**CONTRACTOR'S LOCAL OPPORTUNITY PLAN**

\_\_\_\_\_ (Company) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the County of Webb.

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**PROPOSED CONTRACTS BREAKDOWN**

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

**ESTIMATED PROJECT WORKFORCE BREAKDOWN**

| Work Classifications | Total Estimated Positions | No. of Positions Currently Filled | No. of Positions not Filled | No. of Positions to fill with L/M Residents |
|----------------------|---------------------------|-----------------------------------|-----------------------------|---|
|                      |                           |                                   |                             |   |
|                      |                           |                                   |                             |   |
|                      |                           |                                   |                             |   |
|                      |                           |                                   |                             |   |
|                      |                           |                                   |                             |   |
|                      |                           |                                   |                             |   |
|                      |                           |                                   |                             |   |
|                      |                           |                                   |                             |   |
|                      |                           |                                   |                             |   |
|                      |                           |                                   |                             |   |
| <b>Totals</b>        |                           |                                   |                             |   |

## STATEMENT OF BIDDERS QUALIFICATIONS

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

Name of Bidder: \_\_\_\_\_ Date Organized: \_\_\_\_\_

Address: \_\_\_\_\_ Date Incorporated \_\_\_\_\_

Number of Years in contracting business under present name \_\_\_\_\_:

**CONTRACTS ON HAND:**

| Contract | Amount \$ | Completion Date |
|----------|-----------|-----------------|
|          |           |                 |
|          |           |                 |
|          |           |                 |

Type of work performed by your company: \_\_\_\_\_

Have you ever failed to complete any work awarded to you? \_\_\_\_\_

Have you ever defaulted on a contract? \_\_\_\_\_

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

| Project | Amount \$ | Mo/Yr Completed |
|---------|-----------|-----------------|
|         |           |                 |
|         |           |                 |
|         |           |                 |

Major equipment available for **this** contract: \_\_\_\_\_

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

Credit available: \$ \_\_\_\_\_ Bank reference: \_\_\_\_\_

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By:(signature) \_\_\_\_\_ Title: \_\_\_\_\_

(print name) \_\_\_\_\_

CONTRACTOR CERTIFICATIONS

|  |      |
|--|------|
| U.S. Department of Housing and Urban Development   |      |
| <b>CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS</b>   |      |
| 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. A written Section 3 plan (Local Opportunity Plan) was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$100,000).                                    |      |
| <input type="checkbox"/> The <u>Non Segregated Facilities</u> clause (Section 109 provision) is included in the Contract. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.   |      |
| <input type="checkbox"/> The <u>Equal Employment Opportunity</u> clause is included in the Contract (if bid equals or exceeds \$10,000).   |      |
| <input type="checkbox"/> The <u>Affirmative Action for Handicapped Workers</u> clause is included in the contract.   |      |
| Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?   |      |
| <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 in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Telephone Number ( ) \_\_\_\_\_ - \_\_\_\_\_ Voice

( ) \_\_\_\_\_ - \_\_\_\_\_ TDD

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

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

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

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

2. He certifies that:

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

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

4. He certifies that:

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

(b) The undersigned is:

|                             |   |
|-----------------------------|---|
| (1) A SINGLE PROPRIETORSHIP | (3) A CORPORATION ORGANIZED IN THE STATE OF |
| (2) A PARTNERSHIP           | (4) OTHER ORGANIZATION (Describe)           |

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

| NAME | TITLE | ADDRESS |
|------|-------|---------|
|      |       |         |
|      |       |         |
|      |       |         |
|      |       |         |
|      |       |         |
|      |       |         |

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

| NAME | ADDRESS | NATURE OF INTEREST |
|------|---------|--------------------|
|      |         |                    |
|      |         |                    |
|      |         |                    |
|      |         |                    |
|      |         |                    |

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

| NAME | ADDRESS | TRADE CLASSIFICATION |
|------|---------|----------------------|
|      |         |                      |
|      |         |                      |
|      |         |                      |
|      |         |                      |
|      |         |                      |

Date \_\_\_\_\_

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid;

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

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

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

**SECTION 00850**  
**BID BOND**

**BID BOND**

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

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

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within 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 Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

\_\_\_\_\_

(SEAL)

Attest:

By: \_\_\_\_\_

Affix  
Corporate  
Seal

Attest:

By: \_\_\_\_\_

Affix  
Corporate  
Seal

Attest:

By: \_\_\_\_\_

Countersigned

By \_\_\_\_\_

\* Attorney-in-Fact, State of \_\_\_\_\_

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Corporate  
Seal

Title: \_\_\_\_\_

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

**SECTION 00860  
PAYMENT BOND**

**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)

\_\_\_\_\_  
(Principal Secretary) By \_\_\_\_\_ (s)

(SEAL)

\_\_\_\_\_  
(Witness as to Principal) (Address)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Witness as to Surety) By \_\_\_\_\_  
(Attorney in Fact)

\_\_\_\_\_  
(Address) (Address)

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

**SECTION 00870  
PERFORMANCE BOND**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_ (Name of Contractor or Company)

\_\_\_\_\_ (Address)

a \_\_\_\_\_ hereinafter called Principal, and

\_\_\_\_\_ (Name of Surety Company)

\_\_\_\_\_ (Address)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_ (Name of Recipient)

\_\_\_\_\_ (Recipient's Address)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed 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 \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST: \_\_\_\_\_  
(Principal)  
\_\_\_\_\_  
By \_\_\_\_\_(s)  
(Principal Secretary)

(SEAL)  
\_\_\_\_\_  
(Witness as to Principal) \_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(Address) \_\_\_\_\_  
\_\_\_\_\_

ATTEST: \_\_\_\_\_  
(Surety)  
\_\_\_\_\_  
By \_\_\_\_\_  
(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.

**SECTION 00880  
ATTORNEY'S REVIEW CERTIFICATION**

**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: \_\_\_\_\_

**SECTION 02633  
TECHNICAL SPECIFICATIONS**

## TECHNICAL SPECIFICATIONS

### PART 1 – GENERAL

#### 1.1 LOCATION OF WORK

The work to be accomplished under this specification shall consist of the drilling, installation, testing and completion of one (1) water supply well in Webb County for use by the Mirando City Water Supply Corporation (MCWSC). The water supply well shall be constructed on the Marshall property southeast of Mirando City within the MCWSC's lease boundary.

#### 1.2 PROJECT REQUIREMENTS

##### A. General Qualifications:

The work shall be performed under the direct and personal supervision of a Water Well Driller licensed by the Texas Department of Licensing and Registration (TDLR). This Texas-licensed Water Well Driller shall supervise the completion of all phases of construction under this contract. **The Water Well Driller to be used on this project shall provide a copy of his/her current license as a part of the bid package.**

##### B. State and Commercial Standards:

The construction of this water well shall be done in accordance with the following State and Commercial Standards:

|                 |  |
|-----------------|--|
| TCEQ Rules      | Title 30, Chapter 290, Subchapter D<br>Rules and Regulations for Public Water-Supply Systems   |
|                 | Title 30, Chapter 290, Subchapter F<br>Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Systems |
| ANSI/ASTM A 139 | Specification for Electric-Fusion (Arc)-Welded Steel Pipe (sizes 4 inches and over)  |
| ANSI/AWS D1.1   | Structural Welding Code - Steel  |
| AWS D10.9       | Piping and Tubing  |
| ANSI/AWWA C654  | Disinfection of Wells  |
| API 5L          | Specification for Line Pipe  |
| API Spec. 10D   | Specification for Bow-Spring Casing Centralizers   |

|               |   |
|---------------|---|
| ASTM A 53     | Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless/Specification for Line Pipe  |
| ASTM A 312    | Specification for Seamless and Welded Austenitic Stainless Steel Pipes  |
| ASTM C 150    | Specification for Portland Cement   |
| ASTM A606-04  | Standard Specification for Steel, Sheet and Strip, High-Strength, Low-Alloy, Hot-Rolled and Cold-Rolled, with Improved Atmospheric Corrosion Resistance |
| ASTM D5434-03 | Standard Guide for Field Logging of Subsurface Explorations of Soil and Rock  |
| ASTM C136-01  | Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates   |
| AWWA A100-06  | Standard for Water Wells  |
| AWWA C206     | Field Welding of Steel Water Pipe   |
| ASME          | Section IX, Article II of the Boiler and Pressure Vessel Code   |
| AWS           | American Welding Society Codes and Standards  |
| AISI          | American Iron and Steel Institute   |

- B. Sound/Noise Measures: The CONTRACTOR shall meet all sound/noise control ordinances related to this type of construction work. The CONTRACTOR shall provide at minimum, mufflers on equipment and take whatever other steps necessary during drilling, pumping, testing, and all other work incidental thereto to ensure that appropriate sound/noise levels conform to any applicable sound/noise ordinances under this work. The CONTRACTOR will take necessary measures to limit access to drilling site during construction, so as to minimize any public hazards.
- C. Rejection and Remedy: Deviations from specified test and design requirements are unacceptable and shall be remedied immediately in an acceptable manner or the well shall be deemed unacceptable and shall be abandoned and backfilled, and a new well constructed at CONTRACTOR expense.

### 1.3 QUALITY ASSURANCE

- A. Subcontractor's List: The ENGINEER shall approve each subcontractor listed. The ENGINEER reserves the right to disapprove the use of any subcontractor proposed.
- B. Rejection and Remedy: Work failing performance criteria may be unacceptable and are subject to immediate repair in an acceptable manner and shall be constructed at the CONTRACTOR's expense. Remedial work shall be performed and approved by

the ENGINEER. The ENGINEER may request additional testing to evaluate the effectiveness of the remedial work done.

- C. Guarantee: The CONTRACTOR guarantees that the work performed under this section of the Contract and the workmanship, materials, and equipment supplied or used in the execution of the work are free from defects or flaws and are furnished in strict accordance with the Contract Documents in every respect. The CONTRACTOR further guarantees that the performance test requirements of the Contract Documents shall be fulfilled. The CONTRACTOR shall repair, correct, or replace all damage to the work covered by failures under the guarantee. The guarantee shall remain in effect for a period of two (2) years from the date of final acceptance by the OWNER.
- D. Cement: Samples of cement grout shall be collected during any cementing operations, with the CONTRACTOR collecting dry and mixed samples of the cement being used. Mixed cement samples shall include at least three 4-inch (dia.) by 12-inch cylinders suitable for tests of compressive strength. Grout samples shall be collected by the CONTRACTOR and checked for pressurized Fluid Density Balance in accordance with API Spec. 10. The specified slurry density shall match the specified slurry density indicated on the delivery certificate.

## 1.2 RELATED WORK SPECIFIED ELSEWHERE

Section 02634, Wagon Trail Road Pumping Station Well #1

## 1.4 CONTRACTOR SUBMITTALS

- A. General: All CONTRACTOR submittals shall conform to the applicable requirements of Section 01330, Submittals and the supplementary requirements specified. All measurements for depths shall be referenced to existing ground surface at the well site. All CONTRACTOR submittals shall be made electronically, as applicable in a format specified by the ENGINEER.
- B. Licenses: The CONTRACTOR shall submit a copy of the Texas Water Well Driller's License for the Field Superintendent to the ENGINEER. Additionally, the CONTRACTOR shall submit copies of licenses for all other personnel working on the project that possess a designation as a Texas Water Well Driller or Driller's Apprentice.
- C. Equipment List: The CONTRACTOR shall submit a list of the equipment proposed on the project. The list shall include manufacturer's load capacities, horsepower, year of manufacture, year of purchase by the present owner, and any other pertinent information as requested by the ENGINEER.
- D. Material and Supplier's List: The CONTRACTOR shall submit a complete list of all proposed vendors and suppliers, along with corresponding material specifications to be used in the work.

- E. Subcontractor's List: The CONTRACTOR shall submit a complete list of all proposed subcontractors to be used in the completion of the work. The CONTRACTOR may be required to submit additional information or a resume of qualifications for any of the subcontractors proposed.
- F. Welders: Prior to the start of work, the CONTRACTOR shall submit a list of the welders proposed for use during well construction, and the type of welding for which each has been qualified, along with current certification documents for each welder listed. The welders shall be AWE-Certified for the welding of all materials specified in the plans and specifications.
- G. Welding Procedures: The CONTRACTOR shall submit to the ENGINEER proposed procedure specifications and qualification records for welding activities for all pipe and casing welding to be performed under this section, in accordance with Section IX, Article II of the ASME Boiler and Pressure Vessel Code. Documentation shall be submitted to the ENGINEER no less than 5 working days prior to the proposed welding activity.
- H. Daily Log: The CONTRACTOR shall maintain a detailed daily log of events for his activities during well construction and testing. The information shall be recorded on Daily Drilling Report forms for each drilling rig in operation. Failure to keep this log up to date on a weekly basis shall be grounds for the ENGINEER to stop drilling operations. No standby time will be paid. The report forms should include the following information: bit/ bottom-hole assembly and drill string, drilling fluids and additives, drilling fluid data (every two hours), fluid losses, water- and fluid- level changes, footage drilled and formations encountered, and cementing operations. In addition, information relative to maintenance and repair time, details of repair, presence of CONTRACTOR'S personnel and subcontractor, and other pertinent information shall be included. Legible forms covering the previous day suitable for photocopying shall be submitted to the ENGINEER on a daily basis.
- I. Mill Certificates: Casing mill certificates shall be submitted to the ENGINEER for all casings, a minimum of 5 working days prior to the installation of the casing in the ground. Heat numbers on casing joints shall be readily visible and legible or the ENGINEER will not accept the casing.
- J. Geological Samples: The CONTRACTOR shall collect, label, and store, in cloth, oil-well sand sample bags with a drawstring top, at a well protected place near the drilling site, samples of all geological formations encountered during drilling operations. The first sample shall be taken at 10 feet below initial bottom hole total depth, and additional samples shall be taken at increments of 10 feet in drilling depth and at every lithologic change in formation. Cuttings representative of the current drilling depth shall be circulated to the surface and discharged into a de-sanding/ de-silting device to ensure collection of fine formation sediments and removal of solids from the drilling fluid. Each sample shall be clearly labeled to indicate well number, date, time, and the exact depth from which the sample was collected. Two (2) sets of geologic samples shall be retained by the CONTRACTOR as directed by the ENGINEER. Sampling will not be required during reaming except samples that may be taken by the ENGINEER. The CONTRACTOR will deliver

geological samples from each well to the OWNER within ten (10) calendar days of well completion.

- K. Geophysical Logging Plan: Borehole geophysical logs shall be limited to borehole televiewer, gyroscopic alignment surveys, and borehole caliper surveys. Only a geophysical logging firm approved by the ENGINEER shall record these logs. A minimum of six (6) field hard copies and one electronic copy of each log shall be provided to the ENGINEER while in the field. Six (6) final hard copies of each log and an electronic copy in DLIS and .LAS formats (or other applicable format) on a CD-ROM shall be provided to the ENGINEER for reporting and filing purposes within 10 days of logging. Additionally, if the geophysical logging subcontractor is able to supply electronic log copies using that subcontractor's proprietary log viewer, that data shall also be recorded on CD-ROM.
- L. Calibration Data: Calibration records for each measuring instrument used in the construction of the well shall be submitted to the ENGINEER for review prior to the installation or use of the instruments. The calibration records shall contain the following information:
1. Flow meter calibration sheet: Serial number, model number, gears, test apparatus size, meter reading and flow rate for at least three (3) steps, percent error for each step, tester's name and title.
  2. Orifice plate calibration certification: Make, serial number, diameter, measured flow rate and manometer readings within range of plates used.
  3. Pressure gauge calibration sheet: Serial number, model number, scale range, meter reading and inches of mercury for at least three steps covering the entire range of the gauge, percent error for each step, tester's name and title.
  4. Inclination tools and geophysical logs: Each down-hole instrument (including geophysical tools, mechanical drift indicators, and gyroscopic survey tools) used in testing the wells during construction shall demonstrate acceptable calibration before use. Where possible, this calibration record shall be included on the output of the test or on the log.
- M. Operations: The CONTRACTOR shall submit for the ENGINEER's review plans for any casing installation and cementing/sealing operations at least 72 hours prior to commencing work on those operations.
- N. Development and Pumping Test Records: Development and pumping test records shall be manually recorded on an hourly basis, showing production rates, static water level, pumping level, drawdown, production of sand, and all other pertinent information concerning development and testing methods. Additionally, drawdown shall be measured and recorded by means of a digital datalogger device. The device shall be In-Situ Level-Troll or equal. The ENGINEER shall be the sole determiner of acceptability of "or equal" devices submitted.

- O. Permits: The OWNER shall apply for all necessary drilling and testing permits with local and state regulatory agencies, that includes Edwards Aquifer Authority "drill through" permit.
- P. Final Description: The final well descriptions shall show, in graphical and tabular form, the following: diameter, wall thickness, depths, and lengths of casings installed; borehole diameters; cemented casings; depths and thicknesses of annular seals; quantity of material removed during development operations; and all other pertinent details, and shall be submitted to the ENGINEER prior to acceptance of the well.
- Q. Records Required by Law: The CONTRACTOR shall maintain all records required by governmental agencies having jurisdiction, and shall submit such records to them as may be required. Two copies of all such material shall also be furnished to the ENGINEER.
- R. Resumes: Resumes of key personnel will be submitted to the OWNER with the bid proposal.
- S. Record Drawings: Record drawings shall be submitted in accordance with the technical specifications and Drawings.
- T. Completion Report Required: A water well completion report (Well Report) must be filed with the Texas Department of Licensing and Registration within 30 days of well completion. Material to be included in this report is outlined in Texas Administrative Code Section 290.41 (c) (3)(A), (B), (C), and (G) of the rules.
- U. Drilling Waste Disposal: The CONTRACTOR shall provide the ENGINEER with notification of drilling waste disposal location as accepted by the local regulatory agency.
- V. Health and Safety Plan: The CONTRACTOR shall provide the ENGINEER with a health and safety plan.
- W. Erosion and Sedimentation Control Plan: The CONTRACTOR shall provide the ENGINEER with an erosion and sedimentation control plan (as described in Section 01500) indicating the locations, dimensions, construction methods, and site restoration methods to be used. The erosion and sedimentation control plan will be reviewed and approved by the ENGINEER. This plan shall conform to SAWS requirements, as applicable.
- X. Project Schedule: The CONTRACTOR shall provide the ENGINEER with a project schedule indicating the relative timing of actions to be completed, the hours and days of the week work will be completed, and the time of completion of the project. This Project Schedule will be submitted with the CONTRACTOR's bid. The Project Schedule will be reviewed and approved by the ENGINEER and OWNER, and a single Notice to Proceed will issued for the entire project. The CONTRACTOR is required to revise the schedule monthly based on progress.

- Y. Employee Roster: The CONTRACTOR will provide a listing of all employees on the job site. This roster shall include a copy of each employee's Driver's License w/ photo identification. This roster shall be submitted upon notification of bid acceptance and prior to Notice to Proceed.
- Z. Physical and Personnel Security Plan: The CONTRACTOR shall submit a personnel security plan that includes photo identification badges for all CONTRACTOR employees on site, and the issuance of temporary identification badges for subcontractors/delivery personnel.
- AA. Vegetation Protection and Restoration Plan: The CONTRACTOR shall submit a plan that details how site vegetation will be protected, preserved, and if removed for construction purposes, restored. The plan shall be submitted to the ENGINEER for approval not later than 7 calendar days prior to worksite mobilization. Mobilization shall not be permitted without an approved plan.
- BB. Work Site Layout Plan: The CONTRACTOR shall submit a plan that describes the worksite layout for major items of equipment. This includes but is not limited to a diagram that shows the location of drilling rig, major items of support equipment; materials staging area; ingress/egress points and routes; traffic control measures, etc. The plan shall be submitted with to the ENGINEER for approval not later than 7 calendar days prior to worksite mobilization. Mobilization shall not be permitted without an approved plan.

#### 1.6 MATERIALS DELIVERY, STORAGE, AND PROTECTION

- A. General: All materials shall be delivered in an undamaged condition and stored to provide protection against damage. All defective or damaged materials shall be replaced with new materials at the CONTRACTOR's expense.
- B. Storage Area: The CONTRACTOR shall prepare an area, within the limits of a location approved by the ENGINEER, for the storage of materials required for this work.
- C. Protection: The CONTRACTOR is responsible for protecting his own work from theft, vandalism, and unauthorized entry.

#### 1.7 CONTRACTOR'S EQUIPMENT

- A. General: The CONTRACTOR's equipment shall be clean, well maintained, and in good operating condition when delivered to the site, and during the entire operation.

The equipment shall be of adequate size, strength, horsepower, and capacity for the project and shall be of the type successfully utilized by the CONTRACTOR for the construction of similar or larger wells within the last two (2) years. See the minimum requirements in Section 1.1.A.3 of this specification.

All equipment shall be provided with safety devices as required by governmental authorities having jurisdiction.

- B. Equipment Use: Reaming and setting of casing shall be done with the same equipment, and no resetting of equipment will be allowed after the borehole is reamed. The equipment shall be provided with all noise abatement devices reasonably possible. The rig engines and all other power plant equipment shall have mufflers, and metal parts of the rig that may encounter casing or drill pipe shall be protected through the use of wood or other sound absorbent material, where possible.
- C. Equipment Requirements: The rigs shall be equipped with drill string weight and drilling rate recorder (Geolograph® or equal).

#### 1.8 MOBILIZATION, PERSONNEL AND OPERATING REQUIREMENTS

- A. Mobilization: The CONTRACTOR shall mobilize its equipment, including providing and installing surface casing to the CONTRACTOR selected depth, and personnel to effectively commence its drilling operations within the time limit specified.
- B. Personnel Requirements: The CONTRACTOR shall furnish capable personnel, experienced in the work required by these specifications. In addition, the following shall apply:
  - 1. The personnel shall be subject to the ENGINEER's approval.
  - 2. For key personnel involved in this project, including, but not necessarily limited to, persons in key positions in the project, such as the drilling superintendent (tool pusher), drilling shift supervisors (or drillers), principal welders, and safety officer, a resume will be required for submittal to the ENGINEER for review and approval prior to assignment of personnel to the project.
  - 3. The CONTRACTOR, in addition to providing the services of skilled and experienced drillers in the type of formations expected, shall also provide an adequate number of competent helpers.
    - a. The drillers shall be capable of keeping legible and descriptive well logs and reports of the drilling, developing, and pump testing operations as instructed by the ENGINEER.
    - b. The drillers also shall be capable of recognizing and making lithologic classifications of the formations to be encountered during the work. Drillers should be experienced and competent in drilling fluids, additives, and maintenance.
    - c. Drillers and helpers should know how to collect and handle representative formation and water samples as required by the ENGINEER, as described in these Technical Specifications.

- C. Equipment Operation: All equipment shall be carefully maintained during the CONTRACTOR's operations period, and any damage to the well or surrounding property and/or facilities of any nature due to the CONTRACTOR's operations shall be repaired or replaced.
- D. Conductor Casing: The CONTRACTOR shall furnish minimum 20-inch O.D. conductor casing to a depth not less than 40 feet below grade at the well site to isolate surface deposits from the borehole and to prevent collapse of the drilled borehole.
- D. Environmental Considerations: All regulated materials, liquids and/or substances shall be stored in secondary containment in compliance with applicable regulations of State or local Wellfield Protection requirements. It is the responsibility of the CONTRACTOR to obtain the regulated materials list from the appropriate agency and to provide the ENGINEER with an inventory of all regulated materials to be used on the job site. The integrity of the secondary containment area shall be demonstrated by the CONTRACTOR for the ENGINEER upon request.
- E. Service Companies: Where appropriate, the CONTRACTOR shall utilize the skills of a specialist service company, expert in the type of service for which they are employed. The name and the background of the company and the individuals providing the services shall be submitted to the ENGINEER for approval prior to beginning work. The ENGINEER reserves the right to reject any service company. At a minimum, service companies shall be employed for the following:
1. Geophysical Logging;
  2. Cementing, unless the CONTRACTOR can demonstrate previous experience and expertise in cementing;
  3. Water Quality Analyses and Sampling (where required by the Contract Documents); and
  4. Drilling Fluids Preparation, unless the CONTRACTOR can demonstrate previous experience and expertise in drilling fluids preparation.
- F. Water Samples: The OWNER or ENGINEER will collect water samples during construction activities for analysis by a laboratory certified by the Texas Commission on Environmental Quality. All costs for water sample analyses shall be paid by the CONTRACTOR.
1. Receptacles: Samples for which laboratory analysis is required shall be collected in specially designated and approved sample containers to be provided to the CONTRACTOR by a laboratory certified by the Texas Commission on Environmental Quality, approved by the ENGINEER for the specific parameters required by these specification documents.

2. **Labeling:** The sample containers shall be clearly labeled with the well identification, the depth interval below ground surface from which the sample was collected, and the time and date of sample collection.
  3. **Delivery:** The CONTRACTOR shall collect the samples, store them in the appropriate manner as instructed by the laboratory, and deliver them to the laboratory in accordance with the laboratory's instructions.
  4. **Chain of Custody:** Chain of Custody forms shall be completed for all water samples. Copies of the Chain of Custody forms shall be submitted to the ENGINEER within ten days of final delivery of the samples to the laboratory. All persons handling the samples shall be required to sign the Chain of Custody form.
  5. **Sample Collection:** For the background samples to be collected after completion of well construction, the CONTRACTOR shall transmit water quality samples collected by the ENGINEER to a laboratory certified by the Texas Commission on Environmental Quality.
  6. **Holding Times:** The CONTRACTOR shall be apprised of applicable water sampling holding times for the samples for which he is responsible and shall assure that the samples are transmitted to the laboratory in time to meet holding time requirements. For samples collected by the laboratory, the CONTRACTOR shall be responsible to the ENGINEER for the performance of the subcontractor's service analyzing the samples within established holding times.
- G. **Cuttings and Fluid Disposal:** It is the intent of the project to dispose of all water on site. Fluids and solids that cannot be acceptably disposed of on site will require hauling off site. The CONTRACTOR shall be responsible for providing and maintaining all necessary tank trucks, dump trucks, pipe, pumps, and equipment necessary to pump and haul excess pad drainage, drilling fluid, drill cuttings, and pumped water to a predetermined disposal site in accordance with Federal, State, and local regulations, or subcontract with a firm capable of providing these services when necessary.
- H. **Access to Well:** At certain intervals, for the purposes of gathering samples and test data, the ENGINEER shall require access to the well in close proximity to the drill rig. The CONTRACTOR shall assist the ENGINEER in this activity, providing safe conditions for the collection of information and samples during drilling and testing operations.
- I. **Field Relocation:** During construction, it is expected that minor relocation of proposed facilities may be necessary. Such relocations will only be made at the direction of the ENGINEER. If existing structures are encountered that prevent construction as shown, the CONTRACTOR shall notify the ENGINEER prior to continuing the work, so the necessary field revisions can be made.

- J. Standby Time: The ENGINEER may order the CONTRACTOR to stop his operations so that extra work not included in the specifications may be performed. The ENGINEER will advise the CONTRACTOR when he proposes to do this and will schedule his request so it causes minimal delay. The CONTRACTOR will be reimbursed for all approved standby time at hourly rates, which will be listed in the Bid Proposal form. The ENGINEER must approve all standby time and extra work, in advance, and in writing.

Upon completion of each phase of pilot borehole drilling and testing, and each phase of geophysical logging, the ENGINEER may be required to conduct analyses and prepare regulatory submittals for determination of well construction details. The ENGINEER, therefore, reserves the right to wait a period of three (3) business days after completion of each phase of pilot borehole drilling and testing, geophysical logging, before instructing the CONTRACTOR to proceed with work. The CONTRACTOR will not be paid for standby time during this period.

- K. Construction Safety Program: The CONTRACTOR shall comply with the OSHA regulations contained in 29 CFR Section 1910 for General Industry Regulations and 29 CFR Section 1926 for Construction Regulations.
- L. Safety Equipment: At all times, the CONTRACTOR must provide safety equipment, as required by all applicable federal and state regulations.
- M. Accident Reports: One copy of the CONTRACTOR's accident report form shall be submitted to the ENGINEER within 24 hours of the occurrence of any accident in connection with the work.
- N. Repeat Work: All work required to be repeated, resulting from the CONTRACTOR's performance, including all additional materials, labor and equipment required, shall be furnished at the expense of the CONTRACTOR, and no claim for additional compensation shall be made or be allowed therefore, except as specifically provided herein.
- O. Protection of Water Quality: The CONTRACTOR and its subcontractors shall take all necessary precautions to prevent contaminated water, gasoline, or other hazardous substances from entering the well, either through the well or through seepage from ground surface. The CONTRACTOR shall maintain precautions during and after construction of the well and until acceptance of the wells by the OWNER. If the CONTRACTOR fails to prevent contaminants from entering the groundwater, remedial action as required by the governing regulatory agencies shall be performed by the CONTRACTOR at the sole expense of the CONTRACTOR.
- P. Ingress/Egress: The CONTRACTOR's ingress and egress will be limited to the roadways of Wagon Trail Road and NW Military Highway. The CONTRACTOR will not obstruct roadways at any time (except as designated by the OWNER).
- Q. Construction Water Supply: The CONTRACTOR will obtain construction water from a source approved by the OWNER. See Section 01500, paragraph 1.4.E for a

description of available sources. The CONTRACTOR will supply all pumps, power supply, storage, piping, and valves necessary to obtain water.

#### 1.9 SITE CLEANUP, PRESERVATION AND RESTORATION

- A. Unused Materials and Equipment: During construction, the CONTRACTOR shall daily remove from the site all accumulated debris and surplus materials of any kind that result from his operations. Unused tools or equipment shall be stored at the CONTRACTOR's yard or base of operations for the project.
- B. Periodic Cleaning: The CONTRACTOR shall perform clean-up work on a regular basis as requested by the ENGINEER.

Basic site restoration in an area shall be accomplished immediately following installation or substantial completion of the required facilities in that area. Also, such work shall be performed, when requested by the ENGINEER, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.

If the CONTRACTOR fails to perform periodic clean-up and basic restoration of the site to the ENGINEER's satisfaction, the OWNER may, upon five days written notice to the CONTRACTOR, employ such labor and equipment, as he deems necessary for the purpose at the CONTRACTOR's expense.

- C. Work Completion: Upon completion of work at the site, the CONTRACTOR shall promptly remove all his equipment and unused materials. He shall dismantle any temporary structures erected for his purposes that are not part of the final product. He shall promptly affect minor repairs and leave the site in a manner approved by the ENGINEER, within one month after the completion of drilling and testing.
- Site Remediation: The CONTRACTOR shall thoroughly clean the site after completion of its operations. Final payment for Part 2: Items 5 to 10 in the Bid Schedule will not be made until the site has been adequately remediated. All excess drilling fluids, gravel, debris, and other materials utilized during the construction shall be removed and disposed of by the CONTRACTOR. Mud sumps and other work excavations shall be filled, compacted and graded, and the site returned to a condition equivalent to the conditions of the property prior to the commencement of work.
- D. Demobilization: The CONTRACTOR shall promptly remove its equipment, temporary facilities, and materials, and leave the site in a condition acceptable to the OWNER. The CONTRACTOR shall repair any damage to property or facilities cause by its operations prior to final acceptance of the work.
- E. Site Security: The CONTRACTOR shall provide site security to prohibit personnel intrusions.
- F. Vegetation Restoration: The CONTRACTOR shall restore the work site at the completion of work as part of demobilization according to the submitted and

approved Vegetation Restoration Plan (described in Section 01530, Paragraph 1.6; and Section 02633, Paragraph 1.4, (BB)). Final payment for mobilization will not be made until the Vegetation Restoration Plan has been executed and accepted (Section 01270, Part 1, Item 1)

#### 1.10 WELL ABANDONMENT AND REMEDIAL WORK

- A. Abandonment of Well by CONTRACTOR: If, at any time, the CONTRACTOR voluntarily stops work and/or fails to complete the borehole in accordance with governing regulations or the Contract Documents, the hole will be considered abandoned. The CONTRACTOR shall not be paid for all or part of a hole declared as abandoned (defined by OWNER).

The cost of properly plugging and sealing a well or hole, in accordance with applicable local, State, or Federal regulations, shall be borne by the CONTRACTOR. In addition, if the borehole or part thereof does not have mechanical integrity as defined by the appropriate regulatory authorities, it must be restored prior to abandonment of the borehole.

Under conditions where post-abandonment monitoring requirements are imposed by regulation, as a direct result of the CONTRACTOR's abandonment of the borehole, the cost of this monitoring also must be borne by the CONTRACTOR.

All salvageable material furnished by the CONTRACTOR shall be removed and remain his property.

The CONTRACTOR shall propose its method of abandonment of the well or hole in writing to the OWNER. The ENGINEER and OWNER shall review the method of abandonment, and accept the plan in writing before work can proceed. At all times all work on the well must be in accordance with all applicable local, State, and Federal regulations.

- B. Abandonment of Well by OWNER: If information indicates that the completion of borehole is not warranted, the OWNER reserves the right to terminate all further work at the site. In such an event, the CONTRACTOR will be paid the value of its work completed to that time based on unit prices indicated in the Bidding Schedule.

The CONTRACTOR shall be required to abandon the borehole as directed by the OWNER in accordance with regulations formulated by governmental agencies having such jurisdiction, including Texas Administrative Code, Title 16, Part 4, Chapter 76, Rule 76.1004.

The OWNER reserves the right upon termination of work at the site to have the CONTRACTOR move to another site selected by the OWNER within a one-mile radius and to drill another pilot borehole.

- C. Remedial Work: If it becomes necessary to perform remedial work prior to final acceptance for it to meet either regulatory requirements or the Technical Specifications and Contract Documents, or both, due to defective materials,

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accident, loss of equipment or equipment malfunction, or for any other cause directly attributable to the CONTRACTOR'S actions, the CONTRACTOR shall bear the entire cost of the remediation, including any necessary Engineering costs to meet regulatory requirements. In the event of a problem, the ENGINEER shall be notified immediately, and the following shall apply:

1. The CONTRACTOR shall propose a method of correcting the problem, in writing to the ENGINEER.
2. The ENGINEER and OWNER shall review the method of corrective action, and accept the plan in writing before work can proceed.

At all times, all work on the well must be in accordance with all applicable local, state and federal regulations.

## **PART 2 – PRODUCTS**

Not used.

## **PART 3 – EXECUTION**

Not used.

**END OF SECTION**

**SECTION 00760  
WAGE RATE REQUIREMENTS**

General Decision Number: TX100029 03/12/2010 TX29

Superseded General Decision Number: TX20080029

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

Heavy (excluding tunnels and dams) and Highway Construction Projects (does not include building structures in rest area projects). \*NOT TO BE USED FOR HEAVY PROJECTS in Nueces and San Patricio Counties.

|                     |                  |
|---------------------|------------------|
| Modification Number | Publication Date |
| 0                   | 03/12/2010       |

\* SUTX2005-004 01/05/2005

|  | Rates    | Fringes |
|--|----------|---------|
| Asphalt Distributor Operator.....                                  | \$ 9.57  | 0.00    |
| Asphalt paving machine operator.....                               | \$ 9.73  | 0.00    |
| Asphalt Raker.....   | \$ 7.50  | 0.00    |
| Asphalt Shoveler.....  | \$ 9.35  | 0.00    |
| Broom or Sweeper Operator.....                                     | \$ 7.55  | 0.00    |
| Bulldozer operator.....  | \$ 9.28  | 0.00    |
| CARPENTER.....   | \$ 10.20 | 0.00    |
| Concrete Finisher, Paving.....                                     | \$ 10.73 | 0.00    |
| Concrete Finisher, Structures....                                  | \$ 9.59  | 0.00    |
| Concrete Rubber.....   | \$ 9.87  | 0.00    |
| Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel Operator..... | \$ 10.83 | 0.00    |
| Flagger.....   | \$ 7.40  | 0.00    |
| Form Builder/Form Setter, Structures.....                          | \$ 9.16  | 0.00    |
| Form Setter, Paving & Curb.....                                    | \$ 10.50 | 0.00    |
| Foundation Drill Operator, Truck Mounted.....                      | \$ 12.50 | 0.00    |
| Front End Loader Operator.....                                     | \$ 8.61  | 0.00    |

|  |          |      |
|--|----------|------|
| Laborer, common.....                                     | \$ 7.69  | 0.00 |
| Laborer, Utility.....                                    | \$ 9.05  | 0.00 |
| MECHANIC.....  | \$ 10.81 | 0.00 |
| Motor Grader Operator, Fine<br>Grade.....                | \$ 11.91 | 0.00 |
| Motor Grader Operator, Rough.....                        | \$ 11.27 | 0.00 |
| Pipelayer.....   | \$ 8.44  | 0.00 |
| Reinforcing Steel Setter.....                            | \$ 10.44 | 0.00 |
| Roller Operator, Pneumatic,<br>Self-Propelled.....       | \$ 7.25  | 0.00 |
| Roller Operator, Steel Wheel,<br>Flat Wheel/Tamping..... | \$ 7.25  | 0.00 |
| Roller Operator, Steel Wheel,<br>Plant Mix Pavement..... | \$ 8.00  | 0.00 |
| Scraper Operator.....                                    | \$ 8.61  | 0.00 |
| Servicer.....  | \$ 8.81  | 0.00 |
| Tractor operator, Pneumatic.....                         | \$ 8.50  | 0.00 |
| Traveling Mixer Operator.....                            | \$ 8.30  | 0.00 |
| Truck driver, lowboy-Float.....                          | \$ 10.82 | 0.00 |
| Truck driver, Single Axle,<br>Heavy.....                 | \$ 9.43  | 0.00 |
| Truck driver, Single Axle,<br>Light.....                 | \$ 9.19  | 0.00 |
| Truck Driver, Tandem Axle,<br>Semi-Trailer.....          | \$ 8.01  | 0.00 |
| WELDER.....  | \$ 10.31 | 0.00 |
| Work Zone Barricade Servicer.....                        | \$ 8.40  | 0.00 |

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

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

In the listing above, the "SU" designation means that rates

listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

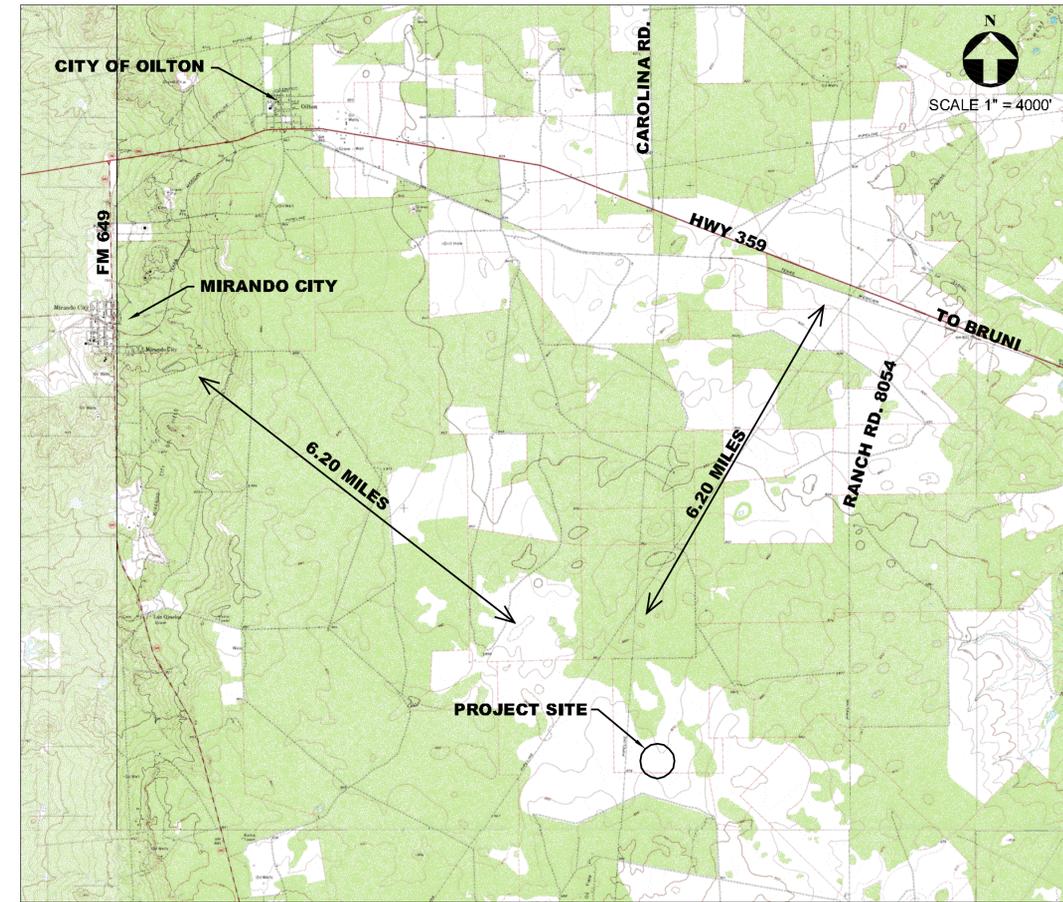
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END OF GENERAL DECISION

# CONSTRUCTION PLANS FOR MIRANDO CITY WATER WELL



**AERIAL MAP**



**USGS MAP**

WEBB COUNTY JUDGE  
DANNY VALDEZ

COMMISSIONER PCT. No. 1  
FRANK SCIARAFFA

COMMISSIONER PCT. No. 2  
ROSAURA "WAWI" TIJERINA

COMMISSIONER PCT. No. 3  
JERRY GARZA

COMMISSIONER PCT. No. 4  
SERGIO "KEKO" MARTINEZ



ECONOMIC DEVELOPMENT DIRECTOR  
JUAN VARGAS

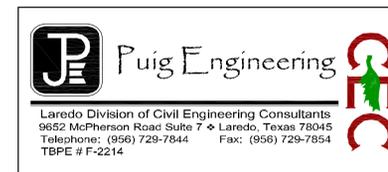
COUNTY ENGINEER  
FITZGERALDO SANCHEZ, P.E.

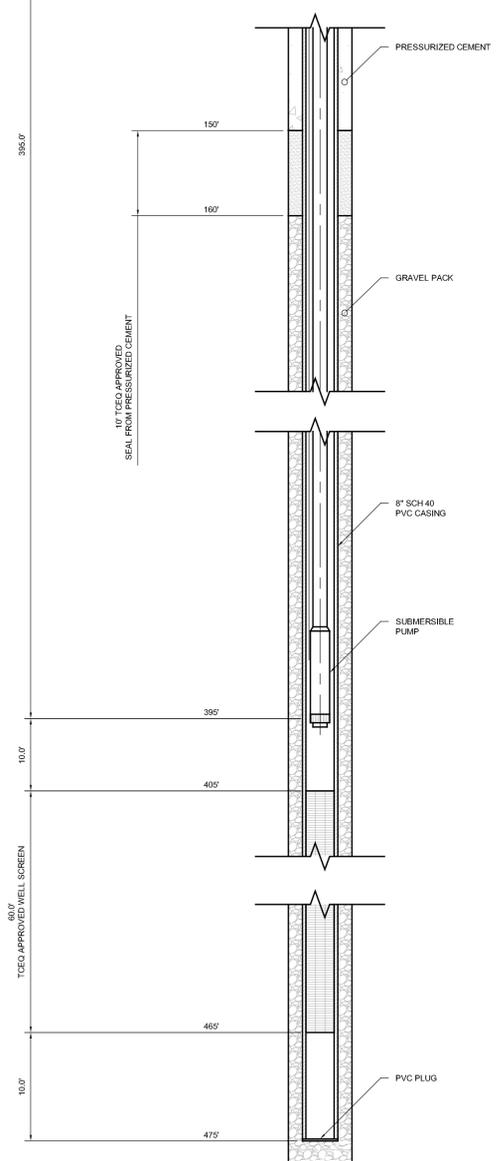
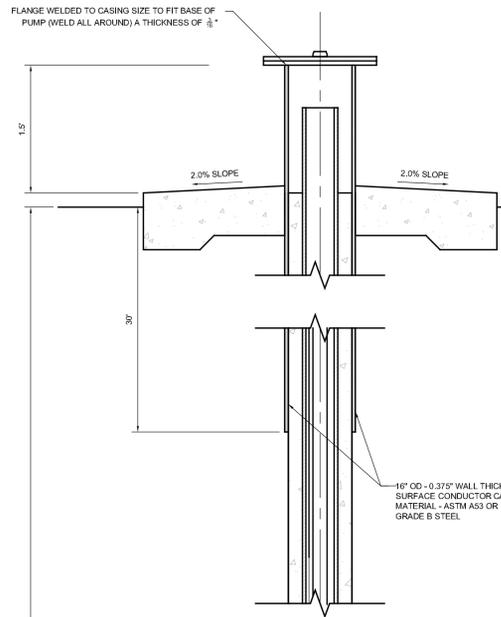
**SHEET INDEX**

| SHEET | DESCRIPTION              |
|-------|--------------------------|
| 1.    | TITLE SHEET              |
| 2.    | EXISTING SITE CONDITIONS |
| 3.    | SITE PLAN                |
| 4.    | DETAILS                  |

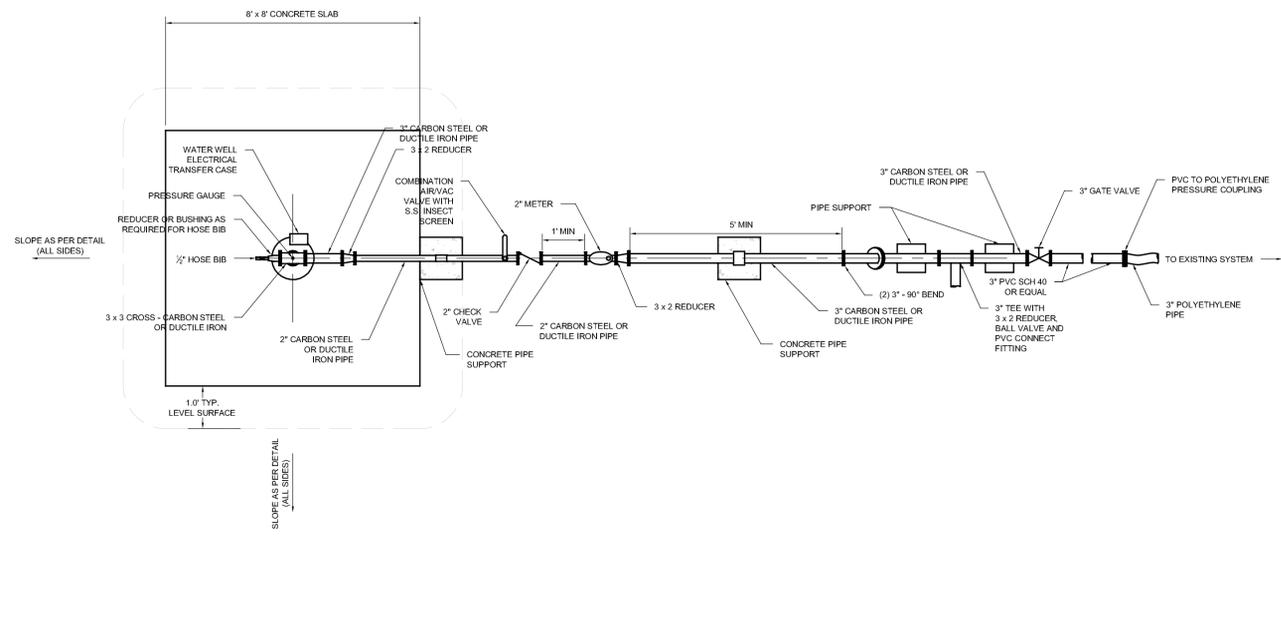
THESE DRAWINGS HAVE BEEN ISSUED FOR BIDDING PURPOSES ONLY. SIGN AND SEALED CONSTRUCTION DRAWINGS SHALL BE PROVIDED TO THE BIDDING VIA ADDENDUM #1  
JEFFREY G. PUIG, RPLS  
P.E. No. 86352

THIS PROJECT IS FUNDED BY THE TEXAS DEPARTMENT OF RURAL AFFAIRS  
CONTRACT NO. 729700VB

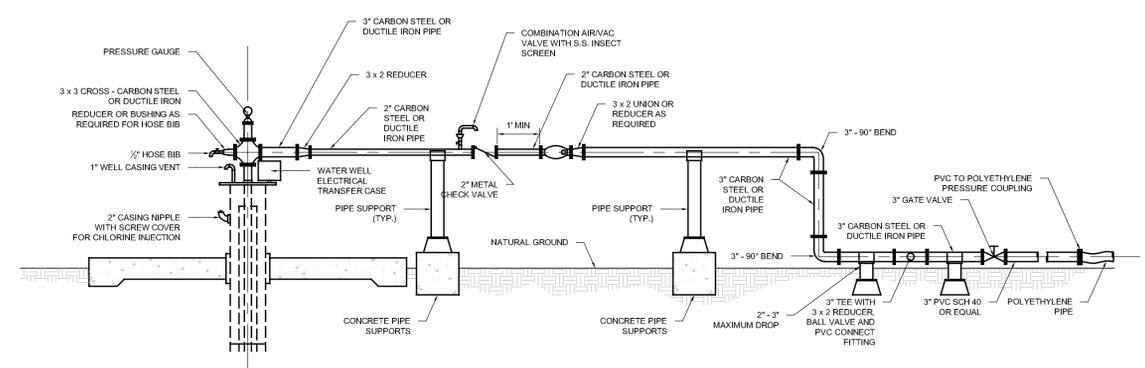




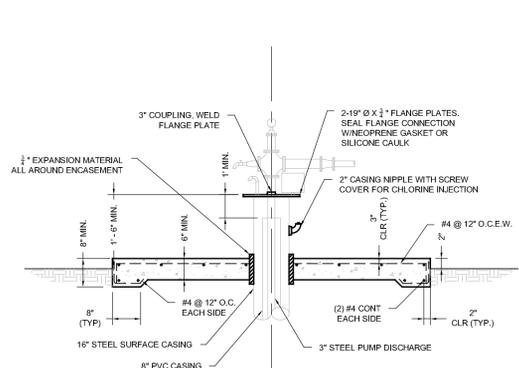
**WELL HEAD AND CASING DETAIL**  
SCALE: N.T.S.



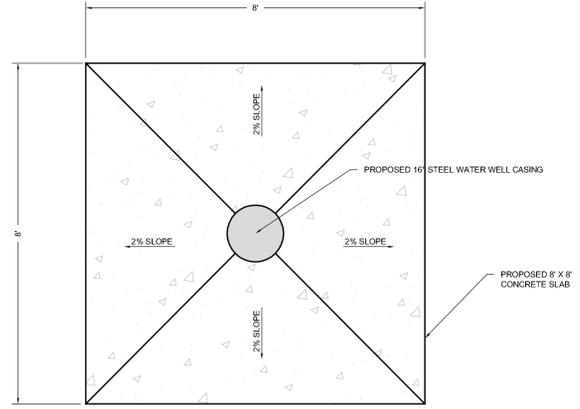
**WELL HEAD PLAN VIEW DETAIL**  
SCALE: N.T.S.



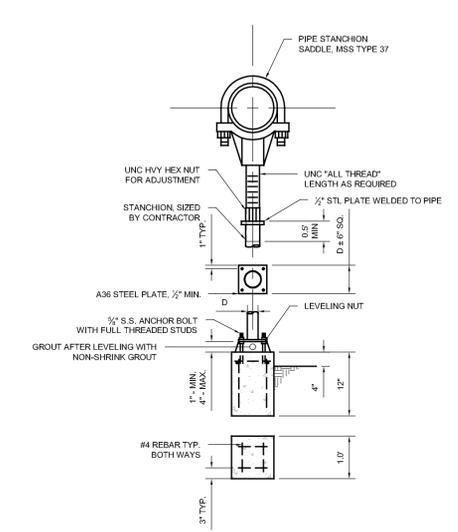
**WELL HEAD SECTION VIEW DETAIL**  
SCALE: N.T.S.



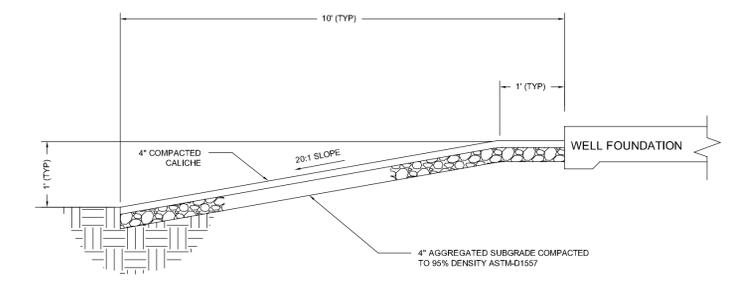
**WELL FOUNDATION SECTION VIEW DETAIL**  
SCALE: N.T.S.



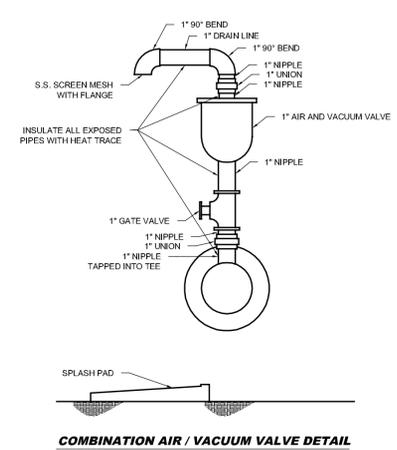
**WELL FOUNDATION PLAN VIEW DETAIL**  
SCALE: N.T.S.



**PIPE SUPPORT DETAIL (ADJUSTABLE)**  
SCALE: N.T.S.



**TYPICAL CALICHE GRADING AROUND WELL FOUNDATION**  
SCALE: N.T.S.



**COMBINATION AIR / VACUUM VALVE DETAIL**  
SCALE: N.T.S.

CALL BEFORE YOU DIG!  
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48 HOURS NOTICE BEFORE YOU DIG  
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TEXAS ONE CALL SYSTEM  
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SOUTHWESTERN BELL LOCATION GROUP  
AT  
1-800-828-5127

LONESTAR NOTIFICATION COMPANY  
AT  
1-800-669-8344

TEXAS EXCAVATION SAFETY SYSTEM GROUP  
AT  
1-800-344-8377

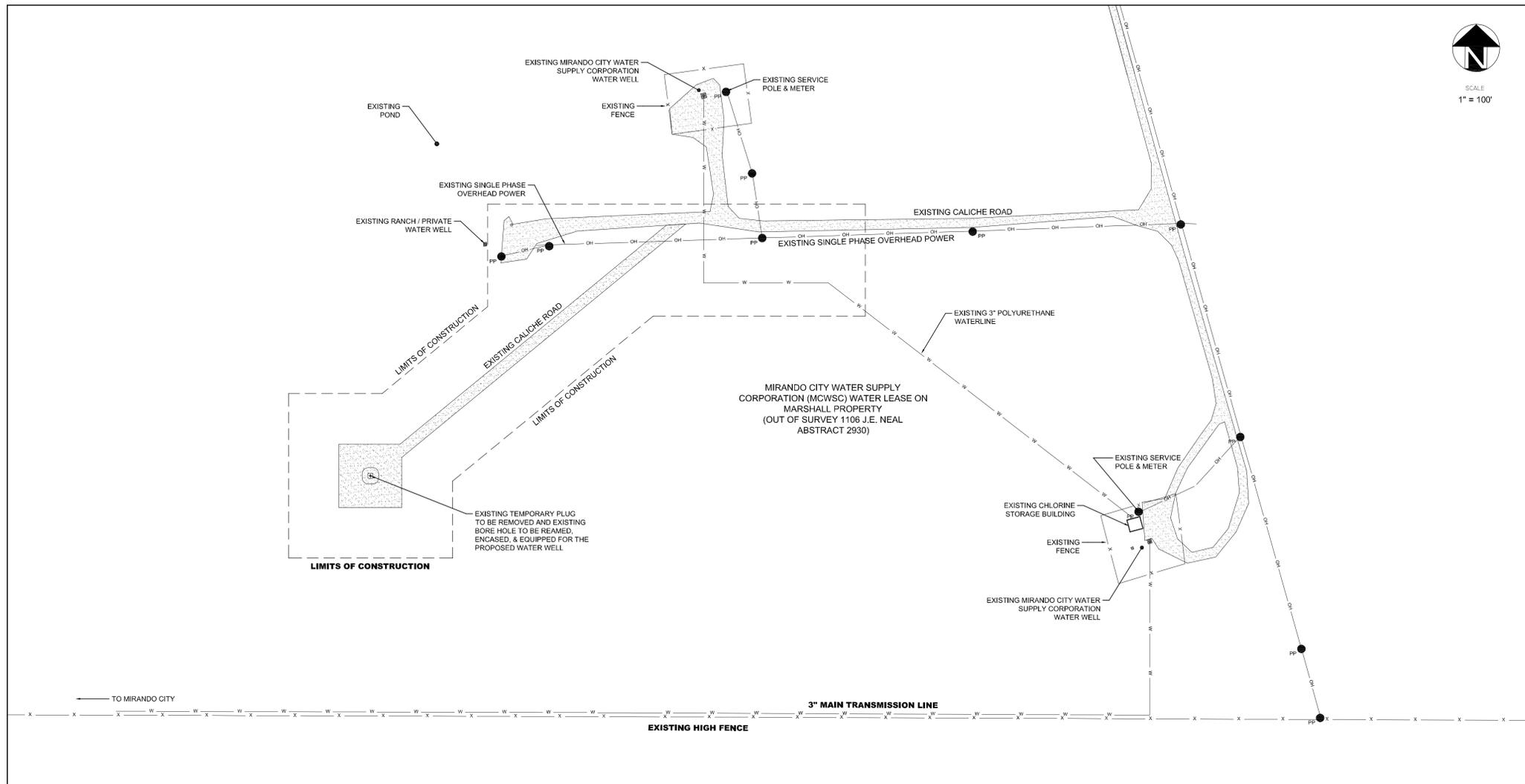
**Puig Engineering**  
Laredo Division of Civil Engineering Consultants  
9652 McPherson Road Suite 7 • Laredo, Texas 78045  
Telephone: (956) 729-7844 Fax: (956) 729-7854  
TDEE # F-2214

THESE DRAWINGS HAVE BEEN ISSUED FOR  
BIDDING PURPOSES ONLY. SIGN AND SEALED  
CONSTRUCTION DRAWINGS SHALL BE  
PROVIDED TO THE BIDDING VIA ADDENDUM #1  
JEFFREY G. PUIG, RPLS  
P.E. No. 86352

| No. | DATE | REVISION | APP. |
|-----|------|----------|------|
|     |      |          |      |
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**MIRANDO CITY WATER WELL PROJECT**  
TDR CONTRACT No. R729700A/B  
WEBB COUNTY, TEXAS

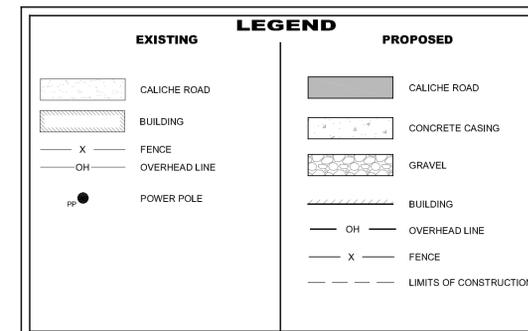
|                          |                                   |
|--------------------------|-----------------------------------|
| DRAWN BY: J.P.G.         | SCALE: AS SHOWN                   |
| CHECKED BY: J.G.P.       | DATE: 07/30/2010                  |
| APPROVED BY: J.G.P.      | STATUS: FINAL                     |
| REF: E0374700 - Base.dwg | FILE: E0374700 - DETAIL SHEET.DWG |



**SITE PLAN - EXISTING SITE CONDITIONS**

**GENERAL NOTES:**

- CONTRACTOR SHALL COORDINATE PROJECT CONSTRUCTION TESTING WITH WEBB COUNTY AND ENGINEER. ALL FAILED TESTS SHALL BE PAID FOR BY THE CONTRACTOR.
- CONTRACTOR SHALL ADJUST TO PROPOSED FINISHED GRADE ALL EXISTING VALVES, MANHOLES, MANHOLE COVERS, CLEANOUTS, INLET COVERS AND/OR ANY OTHER OBJECTS WITHIN THE PROJECT AREA.
- CONTRACTOR SHALL ADJUST AND/OR SAW-CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH AND CONTINUOUS TRANSITION GRADE.
- ACCESS TO ALL DRIVES AND SIDE ROADS, BOTH PUBLIC AND PRIVATE, ARE TO BE MAINTAINED AT ALL TIMES.
- AS REQUIRED BY THE TEXAS UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT, TEXAS ONE CALL MUST BE CONTACTED (800-245-4545) AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION OPERATIONS PERFORMED. IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT TEXAS ONE CALL SYSTEM.
- THE CONTRACTORS ATTENTION IS DIRECTED TO THE FACT THAT BOTH OVERHEAD AND UNDERGROUND UTILITIES EXIST IN THE VICINITY OF THE CONSTRUCTION AREA. THE EXACT LOCATION OF UNDERGROUND UTILITIES IS NOT CERTAIN. THE CONTRACTOR SHALL CONTACT THE APPROPRIATE AREA UTILITY COMPANIES FOR EXACT LOCATIONS AT LEAST 48 HOURS PRIOR TO CONSTRUCTION OR COMMENCING ANY WORK SO AS TO PREVENT ANY DAMAGE OR INTERFERENCE WITH PRESENT UTILITIES.
- DURING THE EXECUTION OF THE WORK, UTMOST CARE SHALL BE EXERCISED TO PREVENT DAMAGE TO ANY UTILITIES, STRUCTURES OR RIGHT-OF-WAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING, LOCATING AND PROTECTING ALL UNDERGROUND UTILITIES OR STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE REPAIRED PROMPTLY. IF IN THE COURSE OF THE WORK, UNDERGROUND UTILITIES OR STRUCTURES ARE ENCOUNTERED AND ARE IN CONFLICT WITH THE WORK, THE CONTRACTOR SHALL CONTACT THE ENGINEER WHO WILL DIRECT THE NECESSARY ADJUSTMENTS.
- THE CONTRACTOR SHALL PROTECT ALL AREAS OF THE PROPERTY/LEASE AREA, WHICH ARE NOT INCLUDED IN THE ACTUAL LIMITS OF THE PROPOSED CONSTRUCTION AREAS FROM DESTRUCTION. CARE SHALL BE EXERCISED TO PREVENT DAMAGE TO TREES, VEGETATION AND OTHER NATURAL SURROUNDINGS. THE AREAS NOT DISTURBED SHALL BE DETERMINED BY THE ENGINEER. THE CONTRACTOR, AT HIS EXPENSE, SHALL RESTORE TO ANY AREAS DISTURBED AS A RESULT OF HIS OPERATIONS TO A CONDITION AS GOOD AS, OR BETTER THAN, THAT PRESENT PRIOR TO HIS CONTRACT.
- ERECTOR AND/OR REMOVAL OF POLES AND LUMINARIES LOCATED NEAR ANY OVERHEAD OR UNDERGROUND ELECTRICAL LINES SHALL BE ACCOMPLISHED USING ESTABLISHED INDUSTRY AND UTILITY SAFETY PRACTICES. THE CONTRACTOR SHALL CONSULT WITH THE APPROPRIATE UTILITY COMPANY PRIOR TO BEGINNING SUCH WORK.
- IF ANY OVERHEAD OR UNDERGROUND ELECTRICAL LINES NEED TO BE DE-ENERGIZED, THE CONTRACTOR SHALL CALL THE POWER COMPANY TO DO THIS WORK. ANY COST ASSOCIATED WITH DE-ENERGIZING THE ELECTRICAL LINES AND/OR ANY OTHER PROTECTIVE MEASURES REQUIRED SHALL BE AT THE CONTRACTOR'S EXPENSE.
- WHEN THE CONTRACTOR IS WORKING NEAR ANY POWER LINES, IT IS HIS/HER RESPONSIBILITY TO COMPLY WITH THE APPROPRIATE SECTIONS OF TEXAS STATE LAW AND FEDERAL REGULATIONS RELATING TO THE TYPE OF WORK INVOLVED.



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 TEXAS ONE CALL PARTICIPANTS REQUEST  
 48 HOURS NOTICE BEFORE YOU DIG  
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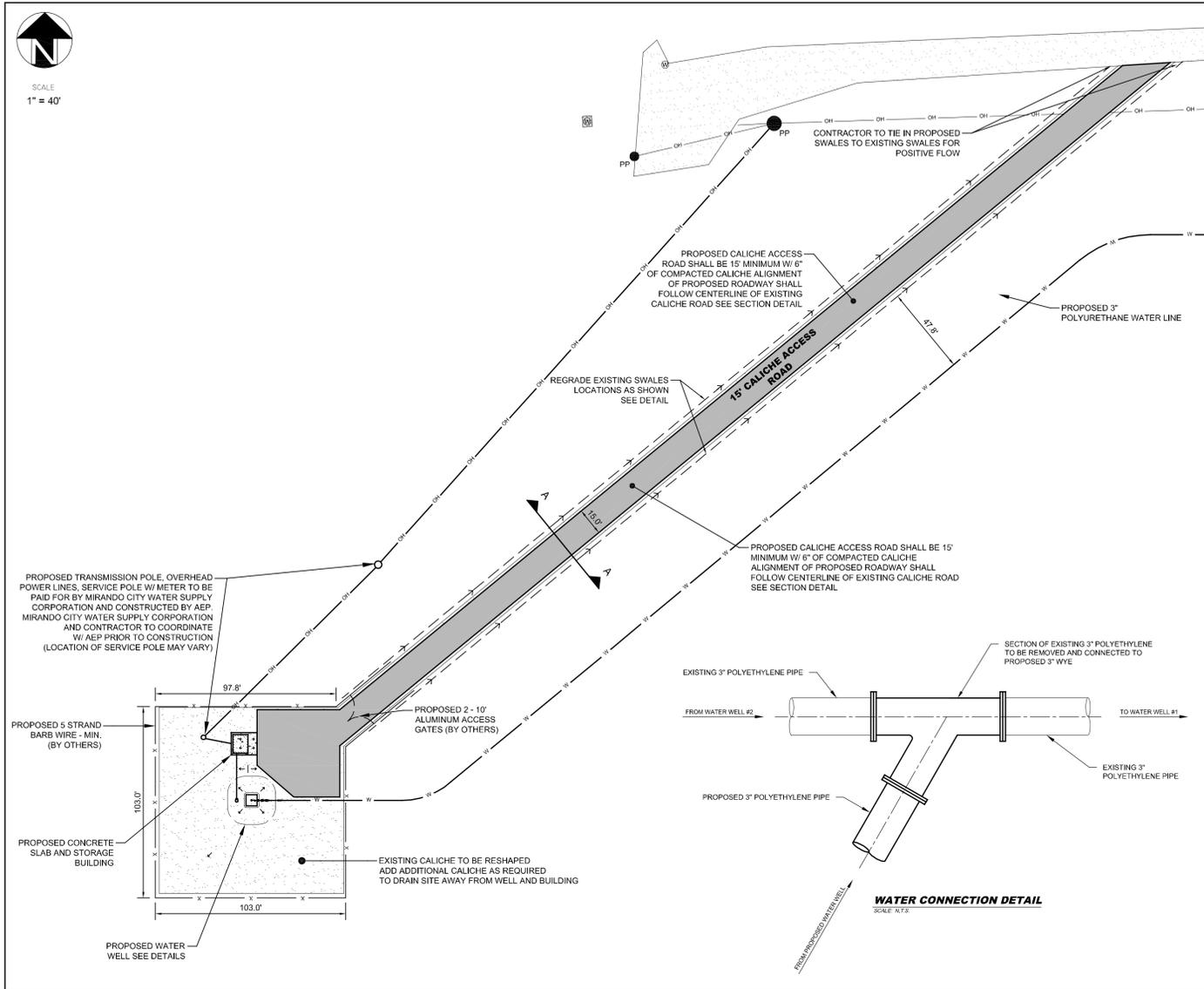
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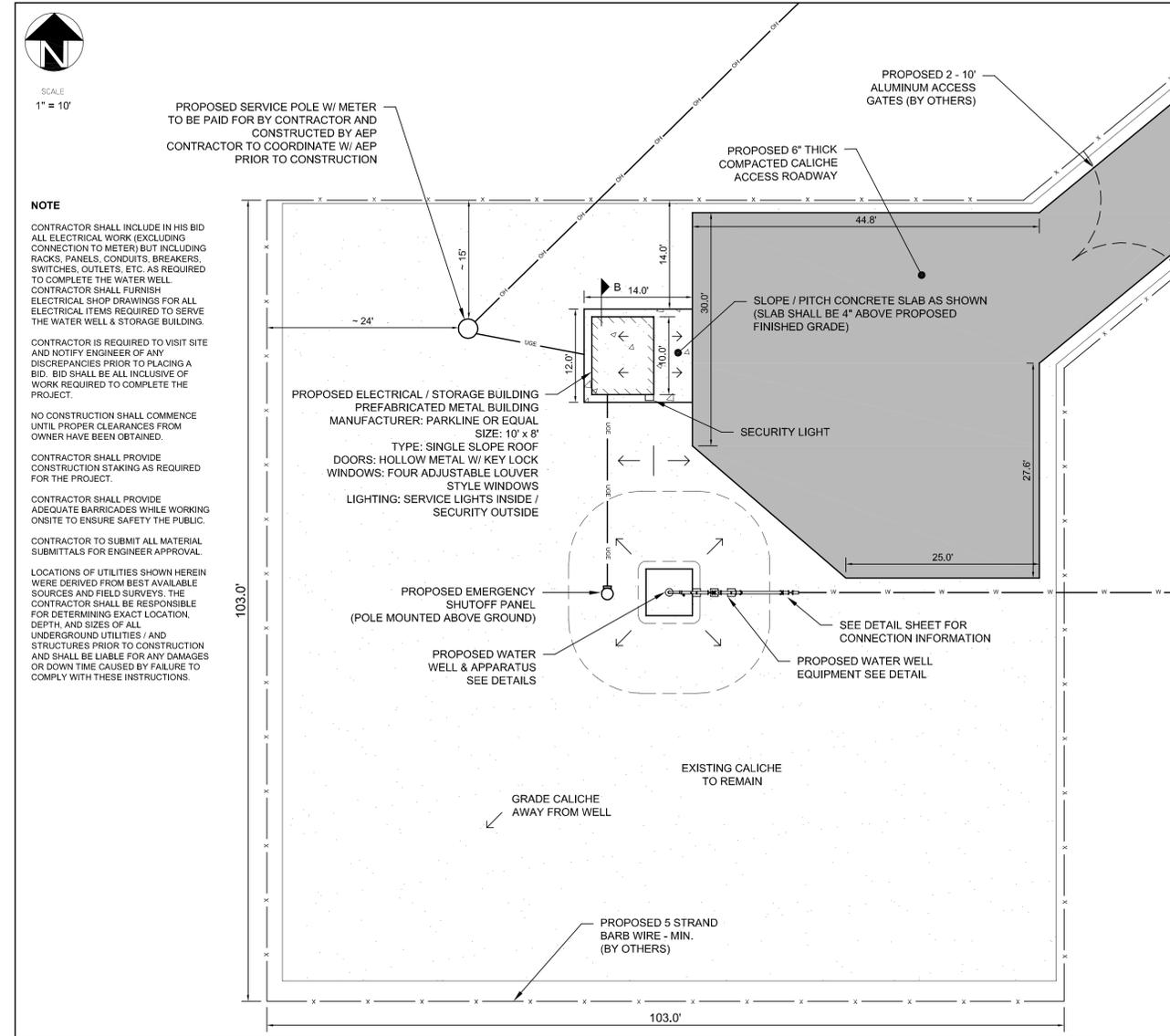
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 TDEC # F-2214

| No.                                    | DATE  | REVISION             | APP. |
|--|---|----------------------|------|
|  |   |                      |      |
| <b>MIRANDO CITY WATER WELL PROJECT</b> |   |                      |      |
| TDRA CONTRACT No. R729700A/B           |   |                      |      |
| WEBB COUNTY, TEXAS                     |   |                      |      |
| DRAWN BY: J.P.G.                       | SCALE: AS SHOWN                               |                      |      |
| CHECKED BY: J.G.P.                     | DATE: 07/30/2010                              | PROJECT NO: E0374700 |      |
| APPROVED BY: J.G.P.                    | STATUS: FINAL                                 | SHT. NO.: 2 of 4     |      |
| REF: E0374700 - Base.dwg               | FILE: E0374700 - EXISTING SITE CONDITIONS.DWG |                      |      |



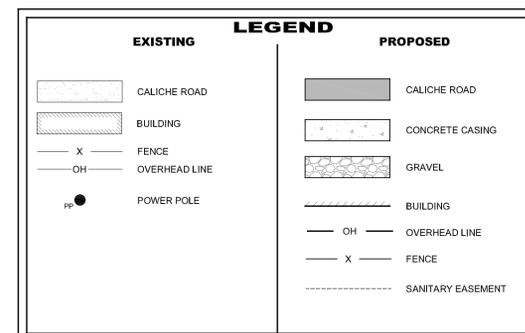
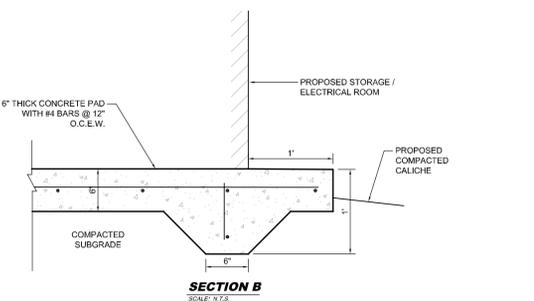
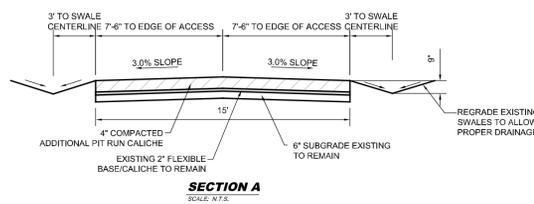
**SITE PLAN - FOR CITY OF MIRANDO WATER WELL PROJECT**



**PROPOSED WATER WELL - INSET**

**GENERAL NOTES:**

- THESE WATER WELL FACILITIES MUST BE CONSTRUCTED IN ACCORDANCE WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTERS 290 SUBCHAPTER D.
- THE PREMISES, MATERIALS, TOOLS, AND DRILLING EQUIPMENT SHALL BE MAINTAINED SO AS TO MINIMIZE CONTAMINATION OF THE GROUNDWATER DURING DRILLING OPERATION.
- WATER USED IN ANY DRILLING OPERATION SHALL BE OF SAFE SANITARY QUALITY. WATER USED IN THE MIXING OF DRILLING FLUIDS OR MUD SHALL CONTAIN A CHLORINE RESIDUAL OF AT LEAST 0.5 MILLIGRAMS PER LITER (mg/L).
- THE SLUSH PIT SHALL BE CONSTRUCTED AND MAINTAINED SO AS TO MINIMIZE CONTAMINATION OF DRILLING MUD.
- NO TEMPORARY TOILET FACILITIES SHALL BE MAINTAINED WITHIN 150 FEET OF THE WELL BEING CONSTRUCTED UNLESS THEY ARE OF A SEALED, LEAKPROOF TYPE.
- THE CONSTRUCTION, DISINFECTION, PROTECTION, AND TESTING OF THE PROPOSED WELL MUST MEET THE FOLLOWING CONDITIONS:
  - THE CASING MATERIAL USED IN THE CONSTRUCTION OF WELLS FOR PUBLIC USE SHALL BE NEW CARBON STEEL, HIGH-STRENGTH LOW-ALLOY STEEL, STAINLESS STEEL OR PLASTIC. THE MATERIAL SHALL CONFORM TO AWWA STANDARDS. THE CASING SHALL EXTEND A MINIMUM OF 18 INCHES ABOVE THE ELEVATION OF THE FINISHED FLOOR OF THE PUMP ROOM OR NATURAL GROUND SURFACE AND A MINIMUM OF ONE INCH ABOVE THE SEALING BLOCK OR PUMP MOTOR FOUNDATION BLOCK WHEN PROVIDED. THE CASING SHALL EXTEND AT LEAST TO THE DEPTH OF THE SHALLOWEST WATER FORMATION TO BE DEVELOPED AND DEEPER, IF NECESSARY, IN ORDER TO ELIMINATE ALL UNDESIRABLE WATER-BEARING STRATA. WELL CONSTRUCTION MATERIALS CONTAINING MORE THAN 8.0% LEAD ARE PROHIBITED.
  - THE SPACE BETWEEN CASING AND DRILL HOLE SHALL BE SEALED BY USING ENOUGH CEMENT UNDER PRESSURE TO COMPLETELY FILL AND SEAL THE ANNULAR SPACE BETWEEN THE CASING AND THE DRILL HOLE. THE WELL CASING SHALL BE CEMENTED IN THIS MANNER FROM THE TOP OF THE SHALLOWEST FORMATION TO BE DEVELOPED TO THE EARTH'S SURFACE. THE DRILLER SHALL UTILIZE A PRESSURE CEMENTATION METHOD IN ACCORDANCE WITH THE AWWA STANDARD FOR WATER WELLS (A100-06), APPENDIX C, SECTION C.2 (POSITIVE DISPLACEMENT EXTERIOR METHOD); SECTION C.3 (INTERIOR METHOD - WITHOUT PLUG); SECTION C.4 (POSITIVE PLACEMENT, INTERIOR METHOD, DRILLABLE PLUG); AND SECTION C.5 (PLACEMENT THROUGH FLOAT SHOE ATTACHED TO BOTTOM OF CASING).
  - ALL GRAVEL SHALL BE SELECTED AND GRADED QUALITY AND SHALL BE THOROUGHLY DISINFECTED WITH A 50 mg/L CHLORINE SOLUTION AS IT IS ADDED TO THE WELL CAVITY. SAFEGUARD SHALL BE TAKEN TO PREVENT POSSIBLE CONTAMINATION OF THE WATER OR DAMAGE BY TRESPASSERS FOLLOWING THE COMPLETION OF THE WELL AND PRIOR TO INSTALLATION OF PERMANENT PUMPING EQUIPMENT.
  - UPON WELL COMPLETION, THE WELL SHALL BE DISINFECTED IN ACCORDANCE WITH CURRENT AWWA STANDARDS FOR WELL DISINFECTION EXCEPT THAT THE DISINFECTANT SHALL REMAIN IN THE WELL FOR AT SIX HOURS.
- THE WELL SITE SHALL BE GRADED IN SUCH A MANNER THAT THE SITE IS FREE FROM DEPRESSIONS, AND REVERSE GRADES TO ENSURE THAT SURFACE WATER WILL DRAIN AWAY FROM THE WELL.
- A CONCRETE SEALING BLOCK EXTENDING AT LEAST THREE FEET FROM THE WELL CASING IN ALL DIRECTIONS, WITH A MINIMUM THICKNESS OF SIX INCHES AND SLOPED TO DRAIN AWAY AT NOT LESS THAN 0.25 INCHES PER FOOT SHALL BE PROVIDED AROUND THE WELLHEAD.
- WELLHEADS AND PUMP BASES SHALL BE SEALED BY A GASKET OR SEALING COMPOUND AND PROPERLY VENTED TO PREVENT THE POSSIBILITY OF CONTAMINATING THE WELL'S WATER. A WELL CASING VENT SHALL BE PROVIDED WITH AN OPENING THAT IS COVERED WITH 16-MESH OR FINER CORROSION-RESISTANT SCREEN, FACING DOWNWARD, ELEVATED AND LOCATED SO AS TO MINIMIZE THE DRAWING OF CONTAMINANTS INTO THE WELL. WELLHEADS AND WELL VENTS SHALL BE AT LEAST TWO FEET ABOVE THE HIGHEST KNOWN WATERMARK OR 100-YEAR FLOOD ELEVATION, IF AVAILABLE, OR ADEQUATELY PROTECTED FROM POSSIBLE FLOOD DAMAGE.
- IF A WELL BLOW-OFF LINE IS PROVIDED, ITS DISCHARGE SHALL TERMINATE IN A DOWNWARD DIRECTION AND AT A POINT WHICH WILL NOT BE SUBMERGED BY FLOOD WATERS.
- A SUITABLE SAMPLING COCK SHALL BE PROVIDED ON THE DISCHARGE PIPE OF EACH WELL PUMP PRIOR TO ANY TREATMENT.
- FLOW MEASURING DEVICES SHALL BE PROVIDED FOR EACH WELL TO MEASURE PRODUCTION YIELDS AND PROVIDE FOR THE ACCUMULATION OF WATER PRODUCTION DATA. THESE DEVICES SHALL BE LOCATED TO FACILITATE DAILY READINGS.
- ALL COMPLETED WELL UNITS SHALL BE PROTECTED BY INTRUDER-RESISTANT FENCES, THE GATES OF WHICH ARE PROVIDED WITH LOCKS OR SHALL BE ENCLOSED IN LOCKED, VENTILATED WELL HOUSES TO EXCLUDE POSSIBLE CONTAMINATION OR DAMAGE TO FACILITIES BY TRESPASSERS.
- AN ALL-WEATHER ACCESS SHALL BE PROVIDED TO EACH WELL SITE.
- AN AIR RELEASE DEVICE SHALL BE INSTALLED IN SUCH A MANNER AS TO PRECLUDE THE POSSIBILITY OF SUBMERGENCE OR POSSIBLE ENTRANCE OF CONTAMINANTS. IN THIS RESPECT, ALL OPENINGS TO THE ATMOSPHERE SHALL BE COVERED WITH 16-MESH OR FINER, CORROSION-RESISTANT SCREENING MATERIAL OR AN ACCEPTABLE EQUIVALENT.



THESE DRAWINGS HAVE BEEN ISSUED FOR BIDDING PURPOSES ONLY. SIGN AND SEALED CONSTRUCTION DRAWINGS SHALL BE PROVIDED TO THE BIDDING VIA ADDENDUM #1. JEFFREY G. PUIG, RPLS P.E. No. 86352

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 AT  
 1-800-344-8377

| No. | DATE | REVISION | APP. |
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|     |      |          |      |

**MIRANDO CITY WATER WELL PROJECT**  
 TDRA CONTRACT No. R729700A/B  
 WEBB COUNTY, TEXAS

DRAWN BY: J.P.G. SCALE: AS SHOWN  
 CHECKED BY: J.G.P. DATE: 07/30/2010 PROJECT NO: E0374700  
 APPROVED BY: J.G.P. STATUS: FINAL SHT. NO.: 3 of 4  
 REF: E0374700 - Base.dwg FILE: E0374700 - SITE PLAN.DWG

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of the local governmental entity; or an employee of a local governmental entity with respect to whom the local governmental entity has, in accordance with Section 176.005, extended the requirements of Sections 176.003 and 176.004. This form is required to be filed 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 this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a Class C misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

### INSTRUCTIONS FOR COMPLETING THIS FORM

*The following numbers correspond to the numbered boxes on the other side.*

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code.** Enter the name of the person described by Section 176.002, Local Government Code with whom the officer has an employment or other business relationship as described by Section 176.003(a), Local Government Code.
- 4. Description of the nature and extent of employment or business relationship with person named in item 3.** Describe the nature and extent of the employment or other business relationship with the person in item 3 as described by Section 176.003(a), Local Government Code.
- 5. List gifts accepted, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed \$250.** List gifts accepted during the 12-month period (described by Section 176.003(a), Local Government Code) by the local government officer or family member of the officer, excluding gifts described by Section 176.003(a-1), from the person named in item 3 that in the aggregate exceed \$250 in value.
- 6. Affidavit.** Signature of local government officer.

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT**

**FORM CIS**

(Instructions for completing and filing this form are provided on the next page.)

|   |                               |
|---|-------------------------------|
| <p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p>  | <p><b>OFFICE USE ONLY</b></p> |
| <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>   | <p>Date Received</p>          |
| <p>1 Name of Local Government Officer</p>   |                               |
| <p>2 Office Held</p>  |                               |
| <p>3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code</p>  |                               |
| <p>4 Description of the nature and extent of employment or other business relationship with person named in item 3</p>  |                               |
| <p>5 List gifts accepted by the local government officer and any family member, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed \$250 during the 12-month period described by Section 176.003(a)(2)(B)</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p style="text-align: center;">(attach additional forms as necessary)</p>   |                               |
| <p>6 <b>AFFIDAVIT</b></p> <p style="text-align: center;">I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a), Local Government Code.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <p>_____<br/>Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</p> |                               |



# **COUNTY OF WEBB**

## **Terms and Conditions of Invitations for Bids**

### 1. **GENERAL CONDITIONS:**

Bidders are required to submit their proposals upon the following expressed conditions:

- (A) Bidders shall thoroughly examine the drawings, specification schedule, instructions and all other contract documents.
- (B) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill in every detail the requirements of the contract documents of the County or the compensation of the vendor.
- (C) Bidders are advised that all County contracts be subject to all legal requirements provided for in county, state and federal statutes and regulations.

### 2. **PREPARATION OF BIDS:**

Bids will be prepared in accordance with the following:

- (A) All information required by the bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (B) Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- (C) Alternate bids will not be considered unless authorized by the Invitation for Bids.
- (D) Proposed delivery time must be shown and shall include Sundays and holidays.
- (E) Bidders will not include Federal taxes or State of Texas limited sales excise and use taxes in bid prices since the County of Webb is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.

3. DESCRIPTION OF SUPPLIES:

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish otherwise they shall be required to furnish the items as specified.

4. SUBMISSION OF BIDS:

- (A) Bids and changes thereto shall be enclosed in sealed envelopes addressed to the Webb County Clerk. The name and address of the bidder, the date of the bid opening and the material or service bid on shall be placed on the outside of the envelope.
- (B) Bids must be submitted in the forms furnished. Telegraphic bids will not be considered. Bids, however, may be modified by telegraphic notice provided such notice is received before the time and date set for the bid opening.
- (C) Samples, when required, must be submitted within the time specified, at no expense to the County of Webb. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense.

5. REJECTION OF BIDS:

- (A) The Purchasing Agent may reject a bid if it is not satisfactory to Commissioners' Court because:
  - (1) The bidder misstates or conceals any material fact in the bid or if,
  - (2) The bid does not strictly conform to the law or the requirements of the bid, or if,
  - (3) The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "All or None" basis or a "low item" basis. An "All or None" basis bid must include all items upon which bids are invited.
- (B) No bid submitted herein shall be considered if the bidder owes any delinquent taxes to the County of Webb at the time bids are opened. In the event that the successful bidder herein subsequently becomes delinquent in the payment of his or its County taxes, such fact shall constitute grounds for cancellation of the contract.

- (C) No bid submitted herein shall be considered unless the bidder warrants that upon execution of a contract with the County of Webb, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, sex, creed, or national origin and will submit such report as the County may thereafter require to assure compliance.
- (D) The County may, however, reject all bids whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid unless the bid has been qualified as provided in 5 (a) 3 above. The County may also waive any minor informalities or irregularities in any bid.

6. WITHDRAWAL OF BIDS:

Bids may not be withdrawn after the time set for the bid opening, unless approved by Commissioners' Court.

7. LATE BIDS OR MODIFICATIONS:

Bids and modifications received after the time set for the bid submission will not be considered.

8. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, or other bid documents or any part thereof, he may submit to the Purchasing Agent on or before five days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving a set of bids. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Purchasing Agent on or before five days prior to the scheduled opening.

9. DISCOUNTS:

- (A) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business.

- (B) Concerning any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

10. AWARD OF CONTRACT:

- (A) The contract will be awarded to the lowest responsible bidder whose bid, conforming to the Invitation for Bids, is most advantageous to the County price and other factors considered.
- (B) The County reserves the right to accept any item or group of items of this bid, unless the bidder qualified his bid by specific limitations. Re Par. 5 (a) 3 above.
- (C) A written award of acceptance mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (D) Prices must be quoted F.O.B. Webb County with all transportation charges prepaid, unless otherwise specified in the Invitation for Bids.
- (E) Delivery time and prompt payment discounts, including time allowed for payment, will be considered in breaking of tie bids.

11. PERFORMANCE DEPOSIT:

- (A) The successful bidder(s) must furnish the County of Webb a performance deposit in the amount set forth in the Invitation for Bids. This deposit is not to be submitted with bids, but must be presented to the Purchasing Department upon notification.
- (B) The County of Webb will not enter a contract or issue a purchase order until the successful bidder has complied with the performance deposit provisions.
- (C) The performance deposit shall be in the form of a bond, certified check upon a State or National Bank or Trust Company signed by a duly authorized officer, thereof, or a certificate of deposit from such bank or trust company. All such bonds, checks and certificate of deposit shall be drawn payable to the order to the Webb County Treasurer and submitted to the Purchasing Agent's Office.

- (D) The performance deposit of the successful bidder(s) shall be returned by the County upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (E) Failure of vendor to perform any of the services by this contract, within ten days of receipt of written demand for performance from County, or failure of vendor to correct or replace defective goods or products, within ten days from receipt of written demand will therefore, shall constitute a total breach of this contract, and shall be cause for termination. In the event of such termination the performance deposit shall be retained by the County of Webb as liquidated damages, based upon mutual agreement and understanding between vendor and County at the time this bid is solicited, submitted and accepted, that the County of Webb is a governmental agency engaged in public projects, and that the measurement of damages which might result from a breach of the terms and specifications herein is difficult or impossible to determine. Provided, however, that if in the opinion of the Purchasing Agent and the Commissioners' Court the failure of vendor to perform the conditions of this contract is occasioned by or is the result of acts or events over which the vendor has no control, said performance deposit may in whole or in part, as may be determined by the Purchasing Agent and the Commissioners' Court, be returned to the vendor. It is understood that such determination shall be entirely discretionary with the Purchasing Agent and the Commissioners' Court.

12. WORKERS' COMPENSATION INSURANCE COVERAGE:

The Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994. The TWCC has stated that it is aware that a statutory requirement for workers' compensation insurance coverage is not being met. Therefore, Rule 110.110 requires that all bidders be covered under workers' compensation insurance to achieve compliance from both contractor(s) and governmental entities. **Attachment A** is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

## NOTICE TO ALL BIDDERS

The Texas Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994 and these changes affect your bid on this project.

The TWCC has stated that it is aware that statutory requirements provided for workers' compensation insurance coverage is not being met. Rule 110.110 is designed to achieve compliance from both contractors and governmental entities... This affects both of us on this project.

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to legal penalties. This affects your subcontractors.

Therefore, the attached is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

According to TWCC, "This rule does not create any duty or burden on anyone which the law does not establish." Therefore, the county should not experience any increase in cost because of the need to comply with the Texas Worker's Compensation laws.

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Dr. Cecilia May Moreno  
Webb County Purchasing Agent

**§110.110. Reporting Requirements for Building or Construction Projects for Governmental Entities.**

- (a) The following words and terms, when used in this rule, shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.
- (1) Certificate of coverage (certificate) –A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or workers’ compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers’ compensation insurance coverage for the person’s or entity’s employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.
  - (2) Building or construction—Has the meaning defined in the Texas Labor Code, §406.09(e)(1).
  - (3) Contractor –A person bidding for or awarded a building or construction project by a governmental entity.
  - (4) Coverage—Workers’ compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
  - (5) Coverage agreement—A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers’ Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers’ Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapter F and G, as one of employer/employee and establishes who will be responsible for providing workers’ compensation coverage for persons providing services on the project.
  - (6) Duration of the project—Includes, the time from the beginning of work on the project until the work on the project has been completed and accepted by the governmental entity.
  - (7) Persons providing services on the project (“subcontractor” in §406.096 of the Act)—With the exception of persons excluded under subsection (h) and (i) of this section, includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor

and regardless of whether that person has employees. This includes but is not limited to independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the project. "Services" includes but not limited to providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- (8) Project—Includes the provision of all services related to a building or construction contract for a governmental entity.
  
- (b) Providing or causing to be provided a certificate of coverage pursuant to this rule is a representation by the insured that all employees of the insured who are providing services on the project are covered by workers' compensation coverage, that the coverage is based on proper reporting of classification codes and payroll amounts, and that all coverage agreements have filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading certificates of coverage, or failing to provide or maintain required coverage, or failing to report any change that materially affects the provision of coverage may subject the contractor or other person providing services on the project to administrative penalties, criminal penalties, civil penalties, or other civil actions.
  
- (c) A governmental entity that enters into a building or construction contract on a project shall:
  - (1) include in the bid specifications, all the provisions of paragraph (7) of this subsection, using the language required by paragraph (7) of this subsection;
  - (2) as part of the contract, using the language required by paragraph (7) of this subsection, require the contractor to perform as required in subsection (d) of this section;
  - (3) obtain from the contractor a certificate of coverage for each person providing services on the project, prior to that person beginning work on the project;
  - (4) obtain from the contractor a new certificate of coverage showing extension of coverage:

- (A) before the end of the current coverage period, if the contractor's current certificate of coverage shows that the coverage period ends during the duration of the project; and
  - (B) no later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project; and
- (5) retain certificates of coverage on file for the duration of the project and for three years thereafter,
  - (6) provide a copy of the certificates of coverage to the commission upon request and to any person entitled to them by law; and
  - (7) use the language contained in the following Figure 1 for bid specifications and contracts, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Article \_\_\_\_\_ *Workers' Compensation Insurance coverage.*

A. *Definitions:*

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

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

*Persons providing services on the project ("subcontractor" in §406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing,*

- hauling, or delivering equipment or materials, or providing labor, transportation, or other 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 requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.*
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract*
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
  - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known of any change that materially affects the provision of coverage of any person providing services on the project.*

- H. *The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that 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 the contractor;*
    - (A) *a certificate of coverage, prior to the other person beginning work on the project; and*
    - (B) *a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
  - (5) *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
  - (6) *notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*

(7) *contractually require each person with whom it contracts, to perform as required by paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.*

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

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

(d) A contractor shall:

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- (4) obtain from each person providing services on a project, and provide to the governmental entity:

- (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes.

*“REQUIRED WORKERS’ COMPENSATION COVERAGE”*

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

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

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

- (e) A person providing services on a project, other than a contractor, shall:
- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
  - (2) provide a certificate of coverage as required by its contract to provide services on the project, prior to beginning work on the project;
  - (3) have the following language in its contract to provide services on the project: “By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers’ 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 actions.”
  - (4) provide the person for whom it is providing services on the project, prior to the end of the coverage period shown on its current certificate of coverage, a new certificate showing extensions 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 extensions of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (6) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (7) notify the governmental entity in writing by certified mail or personal delivery, of any change that materially affects the provision of coverage of any person providing services on the project and send the notice within ten 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 paragraph (3) of this subsection;
  - (D) provide, prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (E) obtain from each other person under contract to it to provide services on the project, and provide as required by its contract;
    - (i) a certificate of coverage, prior to the other person beginning work on the project; and
    - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the contract;

- (F) retain all required certificates 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 ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (H) contractually require each person with whom it contracts, to perform as required by this subparagraph and subparagraphs (A)-(G) of this paragraph, with the certificates of coverage to be provided to the person for whom they are providing services.
- (f) If any provision of this rule or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this rule that can be given effect without the invalid provision or application, and to this end the provision of this rule 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. This rule is also applicable for those building or construction contracts entered into on or after September 1, 1994, which are not required by law to be advertised for bid.
- (h) The coverage requirement in this rule does not apply to motor carriers who are required pursuant to Texas Civil Statutes, Article 667c, to register with the Texas Department of Transportation and who provide accidental insurance coverage pursuant to Texas Civil Statutes 667c, §4(j).
- (i) The coverage requirement in this rule does not apply to sole proprietors, partners, and corporate officers who meet the requirements of the Act, §406.097(c), and who are explicitly excluded from coverage in accordance with the Act, §406.097(a) (as added by House Bill 1089, 74<sup>th</sup> Legislature, 1995, §1.20). This subsection applies only to sole proprietors, partners, and corporate executive officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

*The provisions of this §110.110 adopted to be effective September 1, 1994, 19 TexReg 5715; amended to be effective November 6, 1995, 20 TexReg 8609.*

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