



CONTRACT DOCUMENTS

&

SPECIFICATIONS

FOR THE

JEFFERSON COUNTY DRAINAGE DISTRICT NO.6

8TH STREET REPAIR PROJECT

IFB 21-011/EC

April of 2021

IN

JEFFERSON COUNTY, TEXAS

PREPARED BY:


_____, 5-3-21
HAROLD E. CROCHET, JR. *Date*
Project Engineer Assistant

APPROVED BY:


_____, 5/3/21
WALLACE BUTCH WILSON, PE *Date*
District Senior Engineer

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**Part I –
Bidding and Agreement Forms and Bonds**

SPECIFICATIONS

PART I – BIDDING AND AGREEMENT FORMS AND BONDS

I. Notice Inviting Bids

**LEGAL NOTICE
Advertisement for Invitation for
Bids**

April 29, 2021

Notice is hereby given that sealed bids will be accepted by Jefferson County Drainage District No. 6 for (IFB 21-011/EC) 8th Street Repair Project for the FMA Elinor Grant. Specifications for this project may be obtained from the Jefferson County Drainage District No. 6 webpage <http://www.dd6.org/purchasing/bid-specs/bids>.

A Pre-Bid Conference will be held on Friday May 7th at 2:00 PM CST at the Jefferson County Drainage District No. 6 main office located at the project site indicated on the plans.

The District shall require the bidder to furnish a bid security in the amount of (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas and approved by the District's advisors. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the District for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the District may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation of the District.

Bidders shall forward an original and three (3) copies of their bid to the address shown below. District does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Administrative bids will be publicly opened and read aloud in the Jefferson County Drainage District No. 6 boardroom at the time and date below. Bidders are invited to attend the administrative sealed bid opening.

All Bids shall be submitted to the District Chief Business Officer in a sealed envelope marked:

BID NAME:	8th Street Repair Project for the FMA Elinor Grant
BID NO:	IFB 21-011/EC
DUE DATE:	2:00 PM, Thursday May 13, 2021
MAIL OR DELIVER TO:	Jefferson County Drainage District No. 6 Purchasing Department 6550 Walden Rd. Beaumont, Texas 77707

Any questions relating to these requirements should be directed to Karen J. Stewart, Chief Business Officer, at 409-842-1818 or kstewart@dd6.org.

Jefferson County Drainage District No. 6 reserves the right to accept or reject any or all bids, to waive technicalities and to take whatever action is in the best interest of the District.

All interested vendors are invited to submit a bid in accordance with the terms and conditions stated in this bid.

RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.



Karen J. Stewart, MBA

Chief Business Officer

Jefferson County Drainage District No. 6, Texas

Publish: Beaumont Enterprise April 29, 2021 and May 6, 2021

Electronic State Business Daily (ESBD) <http://www.txsmartbuy.com/sp/> April 29, 2021

II. INSTRUCTIONS TO BIDDERS

SECTION 0100

DEFINED TERMS - Terms used in these Instructions to Bidders and the Notice Inviting Bids are defined in the General Conditions. The term "Bidder" means one who submits a Bid directly to the Owner, as distinguished from a sub-bidder, who submits a Bid to a Bidder.

1. COMPETENCY OF BIDDERS –

1.1. In selecting the lowest, responsive, responsible Bidder, consideration will be given to:

- 1.1.1. the financial standing and ability of the Bidder to satisfactorily complete the job being bid;
- 1.1.2. the competence, judgment, skill, ability and capacity of the Bidder to perform the work in accordance with the terms and conditions of the specification;
- 1.1.3. the past experience of the District with the Bidder and the experience of the Bidder with other governmental entities.

1.2. In determining the best value for the District, the District may consider:

- 1.2.1. the purchase price;
- 1.2.2. the reputation of the bidder and of the bidder's goods or services;
- 1.2.3. the quality of the bidder's goods or services;
- 1.2.4. the extent to which the goods or services meet the District's needs;
- 1.2.5. the bidder's past relationship with the District;
- 1.2.6. the impact on the ability of the District to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- 1.2.7. the total long-term cost to the District to acquire the bidder's goods or services; and
- 1.2.8. any relevant criteria specifically listed in the request for bids or proposals.

2. DISQUALIFICATION OF BIDDERS - More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the Owner believes that any Bidder is interested in more than one Bid for the Work contemplated, all Bids in which such Bidder is interested will be rejected. If the Owner believes that any collusion exists among the Bidders, all Bids will be rejected.

3. BIDDER'S EXAMINATION OF CONTRACT DOCUMENTS AND THE SITE

- a. It is the responsibility of each Bidder before submitting a Bid to examine the Contract Documents thoroughly; visit the site to become familiar with local conditions that may affect cost, progress, or performance of the Work; consider federal, state, and local laws and regulations that may affect cost, progress, or performance of the Work; study and carefully correlate the Bidder's observations with the Contract Documents; and notify the Engineer of any and all conflicts, errors, or discrepancies found in the Contract Documents.
- b. Reference is made to the Supplementary General Conditions for identification of those reports of explorations and tests of subsurface conditions at the site which have been utilized by the Engineer in the preparation of the Contract Documents. The Bidder may rely upon the accuracy of the technical data contained in such reports; however, the interpretation of such technical data,

including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof is the responsibility of the Bidder.

- c. Copies of such reports and drawings will be made available for review by the Owner to any Bidder upon request if said reports and drawings are not bound herein. Those reports and drawings are not part of the Contract Documents, but the technical data contained therein upon which the Bidder is entitled to rely, as provided in the Supplementary General Conditions are incorporated therein by reference.
 - d. Information and data reflected in the Contract Documents with respect to underground utilities at, or contiguous to, the site is based upon information and data furnished to the Owner and the Engineer by the owners of such underground utilities or others, and the Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary General Conditions or the Section entitled "Protection of Existing Facilities" of the technical specifications.
 - e. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground utilities and/or other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Article 4.2 of the General Conditions, (Physical Conditions).
 - f. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and underground utilities) at, or contiguous to, the site or otherwise which may affect cost, progress, or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
 - g. On request, in advance, the Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. The Bidder shall fill all holes and shall clean up and restore the site to its former condition upon completion of such exploration and tests.
 - h. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor. Easement for permanent structures or permanent changes in existing structures is to be obtained and paid for by the Owner unless otherwise provided in the Contract Documents.
 - i. The submission of a Bid will constitute an incontrovertible representation by the Bidder that the Bidder has complied with every requirement of Item #4 General Conditions, herein, entitled: "Bidder's Examination of Contract Documents and the Site," that without exception the Bid is premised upon performing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all the terms and conditions for performance of the Work.
- 4. INTERPRETATIONS** - All questions about the meaning or intent of the Contract Documents are to be directed to the Engineer. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be resolved by the issuance of Addenda mailed or delivered to all parties recorded by the Engineer or Owner as having received the Contract Documents. **Questions must be received three (3) days prior to the**

date of opening Bids no exceptions. Only questions that have been resolved by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. **BID SECURITY, BONDS, AND INSURANCE** - Each Bid shall be accompanied by a certified or cashier's check or approved Bond in the amount stated in the Notice Inviting Bids. Said check or bond or letter of credit shall be made payable to the Owner and shall be given as a guarantee that the Bidder, if awarded the Work, will enter into an Agreement with the Owner, and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond within fourteen (14) days; each of said bonds to be in the amount stated in the Supplementary General Conditions. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the Owner. If the Bidder elects to furnish a Bid Bond as its security, the Bidder shall use the Bid Bond form bound herein, or one conforming substantially to it in form.
6. **RETURN OF BID SECURITY** - Within 14 working days after award of the contract, the Owner will return all bid securities accompanying each of the Bids that are not considered in making the award. All other Bid securities will be held until the Agreement has been finally executed. They will then be returned to the respective Bidders whose Bids they accompany if not accepted for Contract agreement.
7. **BID FORM** – The bid schedule shall be completed using the Excel spreadsheet provided with your bid package. A printed version is enclosed in the bid package and the electronic version is available online on the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 website: <https://www.dd6.org/purchasing/bid-specs>. An electronic version is also available at Triangle Blueprint Company and White Reprographics. The bid schedule shall be returned in both printed and electronic format. The electronic format must be submitted with your package in the form of a CD or Universal Serial Bus (USB/Flash Drive). Failure to submit the electronic bid schedule will render the bid as non-responsive and may cause its rejection.
8. **SUBMISSION OF BIDS** - The Bid Security shall be enclosed in the same envelope with the Bid. The Bid shall be accompanied by the proper Bid Bond or Security, Bidder's Corporate Resolution and Bidder's General Information Form and shall be delivered by the time and to the place stipulated in the Notice Inviting Bids. It is the Bidder's sole responsibility to see that its Bid is received in proper time. The envelope enclosing the sealed Bid shall be plainly marked in the upper left-hand corner with the name and address of the Bidder and shall bear the words "BID FOR," followed by the title of the Contract Documents for the Work, and the date and hour of opening of bids as indicated in the Notice Inviting Bids. The envelope enclosing the sealed Bid shall be addressed to the Chief Business Officer and shall be delivered or mailed to the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6, Walden Road, Beaumont, Texas 77720.
9. **IDENTIFICATION OF UNIT PRICES** - All lump sum and unit prices must be stated in both printed words and figures. The Owner reserves the right to reject any and all bids and to waive any informality in bids received. Bids will be compared on the basis of the Engineer's estimate of the quantities of the various items of Work as shown on the Bid Schedule(s). Only such plans, specifications, and items of Work as are appropriate shall apply to the Work bid on.
10. **DISCREPANCIES IN BIDS** - In the event that there is more than one Bid Item in the Bid Schedule, the Bidder shall furnish a price for all Bid Items in the schedule, and failure to do so will render the Bid as non-responsive and may cause its rejection. Subtotal prices must be shown on the Bid Summary and total contract price must be shown in both words and figures. In the event of a discrepancy between the written and number amounts, the number will prevail.
11. **QUANTITIES OF WORK** - The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the Work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit price item of the Work by an amount up to and

including 20 percent of any Bid Item, without a change in the unit price, and shall include the right to delete any Bid Item in its entirety, or to add additional Bid Items up to and including an aggregate total amount not to exceed 20 percent of the Contract Price, without formal, authorized Change Order to the Contract.

- 12. WITHDRAWAL OF BID** - The Bid may be withdrawn by the Bidder by means of a written request, signed by the Bidder or its properly authorized representative. Such written request must be delivered to the place stipulated in the Notice Inviting Bids prior to the scheduled closing time for receipt of Bids.
- 13. MODIFICATIONS AND UNAUTHORIZED ALTERNATIVE BIDS** - Unauthorized conditions, limitations, or provisions attached to the Bid will render it informal and may cause its rejection as being non-responsive. The completed Bid forms shall be without interlineations, alterations, or erasures. Alternative Bids will not be considered unless expressly called for and if supplied, without request, will be considered as additional bids and will be judged non-responsive and therefore rejected. Oral, telegraphic, facsimile or telephone Bids or modifications will not be considered.
- 14. LIQUIDATED DAMAGES** - Provisions for liquidated damages, if any, are set forth in the Agreement.
- 15. SUBSTITUTE OR "OR-EQUAL" ITEMS** - The Work, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Technical Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Technical Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Engineer, application for such acceptance will not be considered by the Engineer until after the Effective Date of the Agreement. The procedure for submittal of any such application by the Contractor and consideration by the Engineer is set forth in Section entitled: "Contractor Submittals" of the Technical Specifications.
- 16. AWARD OF CONTRACT** - Award of Contract, if awarded, may be awarded either to the lowest responsible Bidder or to the bidder who provides goods or services at the best value for the District, and will be made to a responsive, responsible Bidder whose Bid complies with all the requirements prescribed. Unless otherwise indicated, a single award will not be made for less than all the Bid Items of an individual Bid Schedule. In the event the Work is identified in more than one Bid Schedule, the Owner may award schedules individually or in combination. In the case of 2 or more Bid Schedules which are alternative to each other, only one of such alternative schedules will be awarded. DD6 may reject any and all bids.
- 17. EXECUTION OF AGREEMENT** - The Bidder to whom award is made shall execute a written Agreement with the Owner on the form provided, shall secure all insurance documents specified, and shall furnish all certificates and bonds required by the Contract Documents within fourteen (14) working days after receipt of the Agreement forms from the Owner. Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award and forfeiture of the Bid Security. If the lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the Owner may award the Contract to the second lowest responsive, responsible Bidder. If the second lowest responsive, responsible Bidder refuses or fails to execute the Agreement, the Owner may award the Contract to the third lowest responsive, responsible Bidder. On the failure or refusal of such second or third lowest Bidder to execute the Agreement, each such Bidder's Bid Securities shall be likewise forfeited to the Owner. Upon failure or refusal of any Bidder to execute the agreement when notified of award, the owner may at its option, reject all bids and call for total or partial rebidding of the project.
- 18. WORKER'S COMPENSATION REQUIREMENT** - The Bidder should be aware that in accordance with laws of the State of Texas, the Bidder will, if awarded the Contract, be required to secure the payment of compensation to its employees and execute the Worker's Compensation Certification.

19. WAGE RATE REQUIREMENTS - Attention is called to the fact that there must be paid on this project not less than the prevailing Highway-Heavy, Municipal and Utilities wage rates for Jefferson County or, as applicable, wage rates for Federally Funded Construction Projects. Wage rates as of **January 1, 2021** are set out in the contract documents, and are subject to revisions. It shall be the duty of the Contractor to keep posted on all the latest revisions. Also, qualifications being equal, citizens of Jefferson County, Texas shall be given preference in employment by any Contractor doing work for the District under contract. This is in accordance with Article XVII, Section 7, Page 54 of the Charter of the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6, Texas, as adopted on December 6, 1947, which is as follows:

“Section 7 – Citizens Given Preference in Employment: Except as herein otherwise provided, qualifications being equal, citizens of Beaumont shall be given preference in employment by DD6 as well as by any contractor doing work for DD6 under contract, and such contractors shall pay the prevailing rate of wages paid for the class of work done; and qualifications, prices and quality of material being equal, citizens of Beaumont shall be given preference in awarding of all contracts over which DD6 has jurisdiction, provided that this section shall not interfere with the system of purchasing supplies for the various departments by competitive bidding.”

20. H.B. 1295 COMPLIANCE Texas Ethics Commission Certificate Number -The Awarded Vendor for the contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. Compliance with the law requires that the awarded Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed, notarized and submitted to the contracting government entity. The JEFFERSON COUNTY DRAINAGE DISTRICT NO.6, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

21. H.B. 89 COMPLIANCE – Verification - The Awarded Vendor for the contract shall comply with the requirements of Senate Bill 252 Ch. 2252 Certification: Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153 of the Texas Government Code as adopted in 2017 as House Bill 89 (HB89).

The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits an executed HB89 Compliance form to the governmental entity. Compliance with the law requires that the awarded Vendor must sign, notarize and submit the HB89 Form to the contracting governmental entity. The JEFFERSON COUNTY DRAINAGE DISTRICT NO.6, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed HB89 within five (5) working days thereafter.

END OF INSTRUCTIONS TO BIDDERS

III. Scope Of Work

The Contractor will perform the following improvements on:

**JEFFERSON COUNTY DRAINAGE DISTRICT NO.6
8TH STREET REPAIR PROJECT
IFB 21-011/EC**

Item 340: Dense Graded Hotmix Asphalt (SQ)

Item 360: Concrete Pavement

Item 500: Mobilization

Item 502: Barricade, Signs & Traffic Handling

Item 529: Concrete Curb, Gutter, and Combined Curb and Gutter

Item 540: Erosion Control

SPECIAL CONSIDERATIONS

The work required by these Contract Documents will occur within the boundaries of a residential and heavy commercial area. It is the intent of the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 that unfavorable impact by the Contract work, on said business and residences shall be minimized. The Contractor shall notify in writing, at least forty-eight (48) hours prior to beginning work, all businesses and residences which are expected to be affected by said work. Ingress and egress to affected businesses and residences shall be maintained at all times by the Contractor as provided in the plans and Contract Documents.

Traffic flow through and around the construction area(s) shall be in accordance with the approved traffic control plan and shall be maintained with as little disruption as possible. Barricades, lights, signs and other traffic control devices shall, on a timely basis, be installed and maintained in accordance with the Texas MUTCD and provisions of these Contract Documents as approved by the Engineer.

The Contractor shall work closely with the various utility owners and assure prompt access to their equipment for service or adjustment. The Contractor shall be solely responsible for coordination the work with any utility owner which may be affected by the work. Additionally, forces of the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6, in order to secure the safety, welfare and convenience of the citizens of Beaumont, must provide services on both emergency and normal, continuing basis. Provisions of these services may require the District and City forces to work within or around the construction area prescribed by this project. While it is anticipated that the construction schedule impact induced by the work of the District and City and utility crews will be minimal, the Contractor, by affixing proper signature to these Contract Documents, agrees to indemnify and hold harmless the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 from any and all claims of damage or delay, incurred or alleged to have incurred, in connection with the work of said crews.

END OF SCOPE OF WORK

IV. List Of Forms To Be Included With Bid

The following is a list of forms that shall be completed and submitted with bid:

<u>TITLE</u>	<u>PAGE NO.</u>	<u>INITIALS</u>
1. Required Forms Checklist	15	_____
2. Bid	17	_____
3. Bid Schedule	17	_____
4. Bid Summary	18	_____
5. Corporate Resolution	19	_____
6. Bid Bond	20	_____
7. Information Required of Bidder	21	_____
8. Conflict of Interest Questionnaire	23	_____
9. Insurance Verification Affidavit	38	_____
10. House Bill 89 Form	Attachment A	_____
10. Vendor Registration: SAM (System for Award Management)	38	_____

Each form listed must be completed and submitted with the bid. The person preparing the bid is to initial next to each form listed in the blank space provided to confirm that the corresponding form was filled out and submitted as part of the bid package.

I, _____, verify that all required forms were submitted with the bid package.

Signature

Date

**NOTE: OMISSION OF ANY OF THE ABOVE FORMS MAY RESULT IN
JEFFERSON COUNTY DRAINAGE DISTRICT No.6 REJECTING BID.**

V. Bid Forms
A. Bid

BID TO: JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 in Jefferson County, Texas

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6, herein called Owner, in the Form included in the Contract Documents (as defined in Article 4 of the Agreement) to perform the Work as specified or indicated in said Contract Documents entitled: **JEFFERSON COUNTY DRAINAGE DISTRICT No.6**
8TH STREET REPAIR PROJECT
IFB 21-011/EC

Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Notice Inviting Bids and Instructions to Bidders, dealing with the disposition of the Bid Security.

This Bid will remain open for the period stated in the Instructions to Bidders unless otherwise required by law. Bidder will, upon notification of Award, enter into an Agreement within the time and in the manner required in the Notice Inviting Bids and the Instructions to Bidders, and will furnish the insurance certificates, Payment Bond, Performance Bond, and all other such forms as may be required by the Contract Documents.

Bidder has examined copies of all the Contract Documents including the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No.: 01 Date: _____ Addendum No.: 03 Date: _____

Addendum No.: 02 Date: _____ Addendum No.: 04 Date: _____

Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

This Bid is genuine and not made in the interest of, or on behalf of, any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or deceptive Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

Bidder certifies that, after Bid has been officially opened by the Owner and the contents made public, it will not ask that the Bid be withdrawn due to any claim of clerical error, error of computation, omission or otherwise and that Bidder and its surety will remain firmly bound to the Bid as submitted.

To all the foregoing, and including all Bid Schedule(s) and Information Required of Bidder contained in these Bid Forms, said Bidder further agrees to complete the Work required under the Contract Documents within the Contract Time stipulated in said Contract Documents, and to accept in full payment therefore the contract price(s) identified in the aforementioned Bidding Schedule(s).

By: _____
(Print Name & Title)

Bidder: _____
(Signature Required)

JEFFERSON COUNTY DRAINAGE DISTRICT NO.6						
Bid Schedule						
PROJECT:		IFB 21-011/EC 8TH STREET REPAIR PROJECT			Base Bids	
Base Bid Items						
Item No.	Item Code	Description	Estimated Quantity	Unit	Unit Price	Total
340	001	Dense Graded Hotmix Asphalt (Ty-D/PG64-22)	128	TON	\$ -	\$ -
360	001	Concrete Pavement (Class-P/6")	1,221	SY	\$ -	\$ -
500	001	Mobilization (Not to Exceed 10%)	1	LS	\$ -	\$ -
529	001	Concrete Curb (Class-A/Ty-II)	1,031	LF	\$ -	\$ -
540	001	Erosion Control	1	LS	\$ -	\$ -
					Base Bid Total = \$ -	
ALTERNATE BID ITEMS						
360	001	Concrete Pavement (Class-P/6")	636	SY	\$ -	\$ -
529	001	Concrete Curb (Class-A/Ty-II)	404	LF	\$ -	\$ -
					Alternate Bid Total = \$ -	
					Base Bid & Alternate Bid Total = \$ -	



C. Bid Summary

SECTION 0200

Total Bid Price \$ _____

_____ and ____/100 Dollars
(Total Base Contract Price in Written Form)

A Printed Bid Schedule Must Be Provided With Your Bid. An Electronic Version Of The Spreadsheet Must Also Be Submitted With Your Bid.

Total number of working days to complete: 30

Quantities of Work:

The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of Work; the Owner does not expressly or by implication agree that the actual amount of work or material will correspond therewith, and reserves the right afterward to increase or decrease the quantity of any unit price item of the Work by any amount up to and including twenty percent (20%) of any Bid Item, without a change in the unit price, and shall have the right to delete any Bid Item in its entirety, or to add additional Bid Items up to and including an aggregate total amount not to exceed twenty percent (20%) of the Contract Price.

Bid Submitted by: _____, Contractor

Represented by: _____

Title: _____

Bid Prepared by: _____, Estimator

Phone: _____

Email: _____

D. Corporate Resolution

I, _____ Secretary
(Name)

do hereby certify that a meeting of the Board of Directors of:

_____, duly called and held at _____
(Name of Corporation)

_____ in the DD6 of _____,
(Address)

State of _____, on the _____ day of _____, 20____, at which time a quorum was present, the

following resolution was duly adopted as the action of the Board, and is now in full force and effect:

Be It Resolved, that _____
(Name of Individual) (Title)

is hereby empowered and authorized to enter into contract agreements and to sign bid proposals, contracts and other written documents as may be necessary to perform such agreements; and that signature on such documents shall be evidence of the full and complete obligation of the Corporation to the terms and conditions of such Contract Documents.

WITNESS MY hand and Seal of the Corporation this _____ day of _____, 20_____.

(Name of Corporation)

By: _____ Secretary
(Signature)

E. Bid Bond

SECTION 0300

KNOW ALL MEN BY THESE PRESENTS:

That _____, Contractor, as Principal,

and _____, as Surety,

are held and firmly bound unto JEFFERSON COUNTY DRAINAGE DISTRICT NO.6, herein called Owner, in the sum of:

\$ _____ (Figure)

_____ + _____ (Written Form)
(not less than five percent (5%) of the largest total amount of the bid)

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.

WHEREAS, said Principal has submitted a Bid to said Owner to perform the Work required under the Bidding Schedule(s) of the Owner's Contract Documents entitled:

**JEFFERSON COUNTY DRAINAGE DISTRICT NO.6
8TH STREET REPAIR PROJECT
IFB 21-011/EC**

NOW THEREFORE, if said Principal is awarded a contract by said Owner, and, within the time, and in the manner required in the Notice Inviting Bids and the Instructions to Bidders, enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required Certificates of Insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said Owner and Owner prevails, said Surety shall pay all costs incurred by said Owner in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20_____.

(Principal) (SEAL) _____ (SEAL)
(Surety)

By: _____ By: _____
(Signature) (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

F. Information Required of Bid

SECTION 0500

BIDDER'S GENERAL INFORMATION

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete any of the following Item Numbers will cause the Bid to be non-responsive and may cause its rejection. In any event, no Award will be made until all of the Bidder's General Information (i.e. Items 1 through 12 inclusive) is provided to the Owner.

1. Bidder/Contractor's name and complete address:

_____	<input type="checkbox"/>	Corporation
_____	<input type="checkbox"/>	Partnership
_____	<input type="checkbox"/>	Individual

2. Project Manager: _____
3. Contact Number: _____
4. Name of person who inspected the site: _____
5. Date of Inspection: _____
6. Name, Address, and Telephone number of Surety Company and Agent providing the required Bonds:

7. ATTACH TO THIS BID the experience or resume of the person who will be designated as the full-time, on-site General Construction Superintendent or full-time, on-site Construction Manager for the Contractor.
8. ATTACH TO THIS BID a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.
9. ATTACH TO THIS BID a list of 3 projects completed as of recent date involving work of similar type and complexity, listing the following data for each project:

8TH STREET REPAIR PROJECT	Contract Price	Date Completed	Representative Contact Information (Name/Address/No.)
1.			
2.			
3.			

10. How many years has Bidder been engaged in the type of construction work required by this contract?

- a) As a General Contractor: _____
- b) As a Sub-Contractor: _____
- c) Under its present business name: _____
- d) Under another business name: _____

11. Has Bidder ever failed to complete any Work awarded to it? ☐ Yes ☐ No

If so, list below: Names of projects, names of owners, and reason(s) project(s) was not completed.

- a) _____
- b) _____
- c) _____
- d) _____

12. ATTACH TO THIS BID a list of construction equipment owned by Bidder which will be available for the work required by this Contract. Attach additional sheets as required. Include the following information:

- Description (Model/ Capacity)
- Quantity
- Years in Service
- Service Records/Condition

13. The Materials to be used on this Project shall be certified by the Texas Department of Transportation (TxDOT) in accordance with Item 520 of TxDOT's 2014 Standard Specifications prior to this Bid Submittal. A copy of the Certification must be submitted with the Bid.

14. The Special Specifications shall govern over Special Provisions to Standard Specifications and Special Provisions to Standard Specifications shall govern over Standard Specifications.

15. List below all sub-contractors which will perform work covered by this contract.

Sub-Contractor (Name/No.)	Percentage of Work to be completed by Sub-Contractor	(%) Services Performed (%) Materials Provided	On-Site Foreman (Name/No.)
1.			
2.			
3.			

Authorized Signature for Bidder

Date

G. Conflict of Interest Questionnaire

INSERT

H. General Conditions of Bidding

GENERAL CONDITIONS OF BIDDING

(Revised 12/3/15)

FAILURE TO COMPLY WITH THESE GENERAL CONDITIONS OF BIDDING MAY RESULT IN THE BID BEING DISQUALIFIED.

1. BIDDING:

- A. All bids must be on blank forms furnished by the Purchasing Department, and must be written in ink or by typewriter. Pencil quotations will not be considered. The bid must be executed personally by the bidder, or if executed by an agent, a power of attorney or other evidence of his authority to act on behalf of the bidder must accompany the bid. If the bidder is a corporation, the certificate of corporate bidder must be executed under the corporate seal by some duly authorized officer of the corporation other than the officers signing the bid. By execution of the bid, the bidder accepts all general and special conditions of the contract and the specifications.

- B. **TIME & DATE:** Formal bids must be in the office of the Chief Business Officer by 2:00 P.M., local time, on the day bids are due, unless otherwise specified; an early postmark will not suffice. Be sure you have allowed ample time for postal delivery. DD6 will not be responsible for the delivery of your bid to the office of the Chief Business Officer. If you choose to send your bid by postal delivery then it is recommended that you call the Chief Business Officer's office to verify receipt of your bid prior to the bid opening. **Formal bids may NOT be faxed or e-mailed.**

Informal bids are due at the date and time stated in the bid document. **Informal bids may be faxed.**

- C. **WITHDRAWAL OF BID:** A bidder may withdraw his proposal before Council acceptance of his bid without prejudice to himself, by submitting a written request for its withdrawal to the Chief Business Officer.
- D. Bids should show net prices, extensions and net total. In case of conflict between unit price and extensions, the unit price will govern.
- E. No change in price will be considered after bids have been opened.
- F. Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or

quality of material desired. If a bidder quotes on an article other than the one specified, which he considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. In the absence of these qualifications, he will be expected to furnish the article called for.

- G. If this bid is altered, any erasure or alteration of figures on the item on which the erasure or alteration is made must be initialed by signee of this bid.
- H. Bids will not be considered in cases in which bidder quotes an item price and also an alternate price on the proposed substitute item, except in cases in which alternate bids are called for.
- I. All bids are to be delivered not later than the time stated in the specifications, F.O.B. Beaumont, Texas unless otherwise stated in the specifications and/or bid form.
- J. Bidders are invited to be present at the opening of bids. After opening, bids may be inspected in the Purchasing Department offices.
- K. If there is an honest mistake in the bid, due to clerical errors, and the bidder calls attention thereto promptly, he will not be bound by the bid.
- L. Where the mistake was a result of bidder's negligence, and DD6 has no knowledge of the mistake when bids were opened, and contract awarded, he will not be released and shall be bound by the bid.
- M. If a mistake is not discoverable and verifiable by DD6, bidder's incorrect interpretation of Engineering specifications set forth in a construction contract will not release him from his obligations, once a contract has been awarded by DD6 Board of Directos and bidder has received notice of such award.
- N. Sealed formal bids due in the Chief Business Officer's office will not be accepted through facsimile equipment.

2. TAXES:

- A. DD6 is exempt from the Federal Excise and Transportation Tax, and the Limited Sales and Use Tax. Unless the bid form or specification specifically indicates otherwise, the price bid must be net exclusive of the above mentioned taxes, and will be so construed. A vendor desiring refunds of, or exemptions from taxes paid on merchandise accepted by DD6 must submit the proper forms. The Chief Business Officer, if satisfied as to the facts, will approve or issue the necessary certificates.

3. **AWARD:**

- A. DD6 reserves the right to consider and make awards of bids on articles of similar nature that in all respects will serve the purpose for which the purchase is being made. DD6 reserves the right to be the sole judge as to whether such articles will serve the purpose.
- B. Unless otherwise specified, DD6 reserves the right to accept or reject in whole or in part any bid submitted or to waive any informality in the best interest of DD6.
- C. Contractor is an independent contractor. Award of a contract does not create a joint venture between Contractor and DD6.

4. **BID DEPOSIT:**

- A. No bid deposit will be expected of bidder unless specifications expressly provide otherwise.
- B. When specifications expressly call for a bid deposit, the deposit may be in the form of a cashier's check, cash, a certified check made payable to the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 or a bond. The bond shall be executed by a surety authorized by the Texas State Insurance Commission and must be signed by both the surety and the bidder.
- C. When specifications call for a bid deposit, it should be placed in a separate bid envelope and enclosed with your bid. Should your bid deposit not be acceptable to DD6, your bid will be returned.

5. **DELIVERIES:**

- A. Unless otherwise stated in the bid form or specification, deliveries must consist only of new and unused merchandise.
- B. Full fare must be allowed and no charge made for packages.
- C. In the event that deliveries of the supplies covered in the proposal are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, DD6 reserves the right to purchase said supplied in the open market. Upon any such breach of contract, DD6 reserves the right to proceed against the successful bidder and/or the surety on this bond for any and all damages occasioned by the breach.

6. **REJECTIONS:**

- A. Articles not in accordance with samples and specifications must be removed by the bidder at his expense. All disputes concerning quality of supplies delivered under this proposal will be determined by DD6 Chief Business Officer or his/her designated representative.
- B. All articles enumerated in the proposal shall be subject to inspection or delivery by an officer designated for the purpose and if found inferior to the quality called for, or not equal in value to the department's samples, or deficient in weight, measurements, workmanship or otherwise, this fact shall be certified to the Chief Business Officer who shall have the right to reject the whole or any part of the same.

7. **BILLING:**

- A. All bills are subject to approval by the Chief Business Officer.

8. **PATENTS:**

- A. The contractor agrees to indemnify and hold harmless DD6, the Chief Business Officer, and his/her assistants from all suits and actions of every nature and description brought against it or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the Chief Business Officer, as a necessary requirement in connection with the final estimate for payment in which such patented appliances, products or processes and used.

9. **CONDITIONS PART OF BID:**

- A. The general conditions of bidding defined herein shall be a part of the attached bid.

10. **CONTRACT:**

- A. No formal contract will be executed. The following will comprise the contract between DD6 and the successful bidder:
 - i. Notice to Bidders,
 - ii. General Specifications,
 - iii. General conditions of bidding,
 - iv. The Bid Sheet(s),
 - v. Resolution awarding the bid.
- B. In case of conflict, the specifications shall be controlling.

11. **OSHA REQUIREMENTS:**

- A. The vendor or contractor hereby guarantees to the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6, Texas, that all material, supplies and equipment as listed on the proposal, contract or Purchase Order meets the requirements, specifications and standards as provided for under the Federal Occupational Safety and Health Act of 1970, as amended and in force at the date hereof.

12. **BIDS:**

- A. Bids must remain firm for thirty (30) days from the bid opening date to allow for award by Council, unless otherwise specified.

13. **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 (minimum 10 days). Prompt payment discounts will not be considered for contract purchases.
- B. In connection with 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.

14. **DISCLOSURE FORMS:**

- A. All forms must be signed and returned with your bid sheet.

15. **EXCEPTIONS:**

- A. If exceptions are being taken to any part of specifications, have them listed separately on your letterhead and manually sign it.

16. **LOCAL BIDDER CONSIDERATION:**

- A. Should bids for goods and/or commodities be received from a local vendor and an out of town vendor, a sales tax impact analysis formula shall be applied to the local vendor's bid. If it is determined by its formula that the local vendor's bid generates more sales tax revenue to DD6 than the difference between the two bids, award may be made to the local vendor.

17. **PROTEST PROCEDURES** – Any actual or prospective bidder or proposer who believes they are aggrieved in connection with or pertaining to a bid or proposal may file a protest. The protest must be delivered in writing to the Chief Business Officer, in person or by certified mail,

return receipt requested, prior to award. The written protest must include:

- A. Name, mailing address, and business phone number the protesting party;
- B. Appropriate identification of the bid or proposal being protested;
- C. A precise statement of the reasons for the protest; and
- D. Any documentation or other evidence supporting the protest and any alleged claims.

The Purchasing Department will attempt to resolve the protest, including at the Chief Business Officer's option, meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution, with specifics on each point addressed in the protest, will be forwarded to the Chief Financial Officer (CFO).

If the Purchasing Department is not successful in resolving the protest, the protesting party may request, in writing, that the protest be considered by the CFO. Applicable documentation and other information applying to the protest will be forwarded to the CFO, who will promptly review such documentation and information. If additional information is desired, the CFO may notify the necessary party or parties to the protest to provide such information.

If the CFO is not successful in resolving the protest, the CFO may forward to the General Manager a request for review. The decision of the General Manager will be final.

18. **PUBLIC INFORMATION ACT:**

- A. Texas Government Code, Chapter 552, gives you the right to access government records; and an officer for public information and the officer's agent may not ask why you want them. All government information is presumed to be available to the public. Certain exceptions may apply to the disclosure of the information. Governmental bodies shall promptly release requested information that is not confidential by law, either constitutional, statutory, or by judicial decision, or information for which an exception to disclosure has not been sought.

- B. To request information from this governmental body, please contact:

Karen J. Stewart, MBA
CTP Chief Business Officer: Purchasing Department

Physical & Mailing Address:

6550 Walden Road
Beaumont, TX 77707

409-842-2729 Fax
409-842-1818 Phone
kstewart@dd6.org

19. **WEBSITE** – Vendors are responsible for verifying all addenda to specifications downloaded from DD6 website.
20. **INTERLOCAL AGREEMENT** – Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6. The JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 is a participating member of several interlocal cooperative purchasing agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subDepartment, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based upon the bid price, to any other participant.
21. **FORCE MAJEURE** – Neither DD6 nor the Contractor shall be required to perform any term, condition or covenant of this contract so long as performance is delayed or prevented by force majeure.
22. **FUNDING OUT** – The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Should, during the term of this contract, funds be withdrawn by the funding authority, a Force Majeure shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.
23. **TERMINATION** – This contract may be terminated by either party upon thirty (30) days' written notice

VI. Additional Required Forms And Insurance

A. Attachment B-Insurance Verification

ATTACHMENT B

(Revised 2/22/2016)

INSURANCE

SECTION A. Prior to the approval of this contract by DD6, CONTRACTOR shall furnish a completed Insurance Certificate to the Purchasing Department. The certificate shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits (on a form approved and provided by DD6), and termination provisions shown thereon, and shall furnish and contain all required information referenced or indicated thereon. DD6 SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE IS RECEIVED BY THE JEFFERSON COUNTY DRAINAGE DISTRICT NO.6'S PURCHASING DEPARTMENT, and no officer or employee of DD6 shall have authority to waive this requirement.

INSURANCE COVERAGE REQUIRED

SECTION B. DD6 reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by DD6, based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONTRACTOR.

SECTION C. Subject to CONTRACTOR'S right to maintain reasonable deductibles in such amounts as are approved by DD6, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to DD6, in the following type(s) and amount(s):

<u>Type of Coverage</u>		<u>Limits of Liability</u>	
1.	Workers' Compensation	Statutory	
2.	Employer's Liability	\$100,000	\$300,000
3.	Commercial General (public) Liability		
a.	Bodily Injury (ea.oc.)	\$1,000,000	\$3,000,000
b.	Property Damage (Incl. Contractual Coverage of the Contractor's Indemnity under Section D hereof)	\$100,000 (ea. oc.)	\$300,000 (aggreg.)
4.	Comprehensive	Automobile	Liability
a.	Bodily Injury	\$300,000 (ea. pers.)	\$1,000,000 (ea. oc.)
b.	Property Damage	\$300,000(ea. oc.)	
5.	Owner's Commercial General Liability Insurance Policy:		
	The Contract shall obtain at his expense an Owner's Protective Liability Insurance Policy naming the <u>JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 and its employees</u> as insured with the following limits.		
a.	Bodily Injury	\$1,000,000 (ea. pers.)	\$1,000,000 (ea. oc.)
6.	Builder's Risk Insurance:		
	The Contractor shall obtain at his expense Builder's Risk Insurance against the perils of fire, lightning, windstorm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism and malicious mischief in the amount of insurance equal at all times to the insurable value of materials delivered and labor performed. The policy issued in the name of the Contractor shall also name his Subcontractors and the Owner as additional insured, as their respective interests may appear. The policy shall have endorsements as follows:		

"This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises."

All costs for the above specified insurance shall be borne by the Contractor. Insurance Requirement Affidavit shall be submitted with bid.

The Contractor shall require all subcontractors engaged to do work in connection with this contract to carry Public Liability and Property Damage Insurance in amounts not less than specified above.

ADDITIONAL POLICY ENDORSEMENTS

DD6 shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by DD6, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

CONTRACTOR agrees with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions.

- a. Name, the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 and its officers, employees, and elected representatives as additional insured(s), (as the interest of each insured may appear) to all applicable coverage.
- b. Provide for 30 days' notice to DD6 for cancellation, non-renewal, or material change.
- c. Provide for notice to DD6 at the address shown below by registered mail.
- d. CONTRACTOR agrees to waive subrogation against the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- e. Provide that all provisions of this agreement concerning liability, duty, and standard of care together shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. For coverages that are **only** available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period.

NOTICES

CONTRACTOR shall notify DD6 in the event of any change in coverage and shall give such notices not less than fifteen (15) days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All notices shall be given to DD6 at the following address:

Purchasing Department
JEFFERSON COUNTY DRAINAGE DISTRICT NO.6
P.O. Box 3827
Beaumont, TX 77704-3827

SECTION D. INDEMNIFICATION. Contractor agrees to **RELEASE, DEFEND, INDEMNIFY, and HOLD HARMLESS** District its officers, directors, employees, and agents, from and against any and all claims, losses and expenses, including, without limitation, all costs, demands, damages, suits, judgments, fines, penalties, liabilities, debts, attorneys' fees, and causes of action of whatsoever nature or character, and further including, without limitation, any and all claims, losses and expenses for property damage, pollution, bodily injury, illness, disease, death, or loss of services, wages, consortium or society (the foregoing being herein individually and collectively referred to as "Claims, Losses and Expenses") directly or indirectly arising out of or related to bodily injury, illness, disease or death of, or damage to property of, Contractor, or its subcontractors, or its or their employees, in any way directly or indirectly, arising out of, or related to, the performance or subject matter of this Agreement or the ingress, egress, loading, or unloading of cargo or personnel, or any presence on any premises (whether land, building, vehicle, platform, aircraft, vessel or otherwise) owned, operated, chartered, leased, used, controlled or hired by District or Contractor or its

subcontractors, and expressly including any sole or concurrent negligence, fault or strict liability (of whatever nature or character, preexisting conditions, and/or premises defects) of District or any other person or entity. The indemnity obligations set forth in this Section shall include any medical, compensation or other benefits paid by District in connection with employees of Contractor (or its subcontractors, if any) and shall apply even if the employee is determined to be the statutory or borrowed employee of District.

SECTION E. Approval, disapproval, or failure to act by DD6 regarding any insurance supplied by CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate CONTRACTOR from liability.

WORKERS COMPENSATION INSURANCE
for
Building or Construction Projects and Services Provided at DD6-Owned Facilities

TEXAS WORKERS' COMPENSATION COMMISSION RULE 28, §110.110

As required by the Texas Workers' Compensation Rule 28, §110.110, the Contractor shall accept the following definitions and comply with the following provisions:

Workers' Compensation Insurance Coverage

A. Definitions:

1. Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
2. 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 JEFFERSON COUNTY DRAINAGE DISTRICT NO.6.
3. 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 JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 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 JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 showing that coverage has been extended.

E. The Contractor shall obtain from each person providing services on a project, and provide to the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6:

1. A certificate of coverage, prior to that person beginning work on the project, so the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 will have on file certificates of coverage showing coverage for all persons providing services on the project; and
2. No later than seven (7) 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 (1) year thereafter.
- G. The Contractor shall notify the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 in writing by certified mail or personal delivery, within ten (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 to the Contractor:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5. Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 - 6. Notify the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 in writing by certified mail or personal delivery, within ten (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 JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 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 Department 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 JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6.

As defined by the Texas Labor Code, Chapter 269, Section 406.096(e), building or construction is defined as:

1. Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
2. Remodeling, extending, repairing, or demolishing a structure; or
3. Otherwise improving real property or an appurtenance to real property through similar activities.

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

**B. INSURANCE REQUIREMENT AFFIDAVIT
JEFFERSON COUNTY DRAINAGE DISTRICT NO.6**

**To be Completed By Appropriate Insurance Agent
and submitted with bid proposal.**

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to DD6 meeting all of the requirements defined in this bid.

Agent (Signature)

Agent (Print)

Name of Agency/Broker: _____

Address of Agent/Broker: _____

City/State/Zip: _____

Agent/Broker Telephone #: (_____) _____

CONTRACTOR'S NAME: _____
(Print or Type)

NOTE TO AGENT/BROKER

If this time requirement is not met, DD6 has the right to invalidate the bid award and award the contract to the next lowest bidder meeting specifications. Should an awarded bid be invalidated the Contractor may be liable for breach of contract. If you have any questions concerning these requirements, please contact the Chief Business Officer for the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 at (409) 880-3720.

CERTIFICATE OF INSURANCE

Form No. DD6-1
Edition Date: 06/01/2021
Page 1 of 3

This form is for informational purposes only and certifies that policies of insurance listed below have been issued to insured named below and are in force at this time. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, insurance afforded by policies described herein is subject to all terms, exclusions and conditions of such policies.

Prior to the beginning of work, the vendor shall obtain the minimum insurance and endorsements specified. Agents must complete the form providing all requested information and submit by fax, U.S. mail or e-mail as requested by the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 ("COB"). The endorsements listed below are required as attachments to this certificate; copies of the endorsements are also acceptable. PLEASE ATTACH ALL ENDORSEMENTS TO THIS FORM AND INCLUDE THE MATCHING

POLICY NUMBER ON THE ENDORSEMENT. Only JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 certificates of insurance are acceptable; commercial carriers' certificates are not.

This certificate shall be completed by a licensed insurance agent:

Name and Address of Agency:

Phone: /

Name and Address of Insured:

Phone: /

Prime or Sub-Contractor?: _____

Name of Prime Contractor, if different from Insured:

**JEFFERSON COUNTY DRAINAGE DISTRICT NO.6
Reference:**

8TH STREET REPAIR

PROJECT: _____ Project

Location: _____

Managing Dept.: _____

Project Mgr.: _____

Insurers Affording Coverages:

Insurer A:

Insurer B: _____

Insurer C: _____

Insurer D: _____

INSR LTR	TYPE OF INSURANCE	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS OF LIABILITY				
	Commercial General Liability Policy As defined in the Policy, does the Policy provide:				Each Occurrence	\$			
					General Aggregate	\$			
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Completed Operations/Products				Completed Operations/ Products Aggregate	\$			
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Contractual Liability				Personal & Advertising Injury	\$			
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Explosion				Deductible or Self Insured Retention	\$			

CERTIFICATE OF INSURANCE

Form No. DD6-1
Edition Date: 06/01/2021
Page 2 of 3

INSR LTR	TYPE OF INSURANCE	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS OF LIABILITY		
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Collapse						
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Underground						
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Contractors / Subcontractors Work						
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Aggregate Limits per Project Form CG 2503						
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Additional Insured Form – CG 2010						
	<input type="checkbox"/> Yes <input type="checkbox"/> No – 30 Day Notice of Cancellation Form - CG 0205						
	<input type="checkbox"/> Yes <input type="checkbox"/> No – Waiver of Subrogation Form - CG 2404						
	Pollution / Environmental Impairment Policy				Occurrence	\$	
					Aggregate	\$	
	Auto Liability Policy As defined in the Policy, does the Policy provide:				CSL	\$	
					Bodily Injury (Per Incident)	\$	
					<input type="checkbox"/> Yes <input type="checkbox"/> No – Any Auto	Bodily Injury (Per Person)	\$
					<input type="checkbox"/> Yes <input type="checkbox"/> No – All Owned Autos	Property Damage (Per Accident)	\$
					<input type="checkbox"/> Yes <input type="checkbox"/> No – Non-Owned Autos		
					<input type="checkbox"/> Yes <input type="checkbox"/> No – Hired Autos		
					<input type="checkbox"/> Yes <input type="checkbox"/> No – Waiver of Subrogation - CA0444		
					<input type="checkbox"/> Yes <input type="checkbox"/> No – 30 Day Notice of Cancellation - CA0244		
					<input type="checkbox"/> Yes <input type="checkbox"/> No – Additional Insured - CA2048		
					<input type="checkbox"/> Yes <input type="checkbox"/> No – MCS 90		
	Excess Liability <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Excess Liability Follow Form				Occurrence	\$	
					Aggregate	\$	
	Workers Compensation & Employers Liability As defined in the Policy, does the Policy provide				<input type="checkbox"/> Statutory		
					Each Accident	\$	
					<input type="checkbox"/> Yes <input type="checkbox"/> No – Waiver of Subrogation - WC420304	Disease - Policy Limit	\$
					<input type="checkbox"/> Yes <input type="checkbox"/> No – 30 Day Notice of Cancellation - WC420601	Disease - Each Employee	\$
	Is a Builders Risk or Installation Insurance Policy provided? <input type="checkbox"/> Yes <input type="checkbox"/> No					\$	
							<input type="checkbox"/> Yes <input type="checkbox"/> No – Is DD6 shown as loss payee/mortgagee?
	Professional Liability As defined in the Policy, does the Policy provide:				Each Claim	\$	
					<input type="checkbox"/> Yes <input type="checkbox"/> No – 30 Day Notice of Cancellation Retroactive Date:	Deductible or SelfInsured Retention	\$

CERTIFICATE OF INSURANCE

Form No. DD6-1
Edition Date: 06/01/2021
Page 3 of 3

AGENT CERTIFICATION:

THIS IS TO CERTIFY TO THE JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 that the insurance policies above are in full force and effect.

Name of Insurance Company:	Name of Authorized Agent:
Company Address:	Agent's Address:
City: State: Zip:	City: State: Zip:
Authorized Agent's Phone Number (including Area Code):	Original signature of Authorized Agent: X
	Date:

CERTIFICATE HOLDER:

DATE ISSUED:

JEFFERSON COUNTY DRAINAGE DISTRICT NO.6

6550 Walden Road
Beaumont, Texas 77707

AUTHORIZED REPRESENTATIVE SIGNATURE
Licensed Insurance Agent

Printed Name:

C. Certificate of Interested Parties Information

Information (Form 1295)

Texas' New Certificate of Interested Parties (Form 1295) – How do you comply?

Does your Firm enter into contracts with governmental entities or state agencies in the state of Texas? If so, then be prepared to determine if you must complete and file a Form 1295 the next time your Firm submits a contract for professional services to be signed by a governmental entity or state agency in the state of Texas. If required to be filed, your contract cannot be approved until it is filed.

On September 1, 2015, §2252.908 of the Texas Government Code became effective. §2251.908 provides that on and after January 1, 2016, a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. This disclosure requirement applies to contracts with a governmental entity or state agency that either: (1) require an action or vote by the governing body of the entity or agency before the contract may be signed; or, (2) has a value of at least \$1million.

The procedure for complying with this new law is as follows: (1) use the application on the Texas Ethics Commission's website (www.ethics.state.tx.us) to enter the required information to be included on Form 1295; (2) print a copy of Form 1295 and the separate certification of filing that contains a unique certification number; (3) sign the printed copy of Form 1295 and have your signature notarized; (4) file the completed Form 1295 and certification of filing with the governmental entity or state agency with which you are entering into the contract. The governmental entity or state agency then notifies the Texas Ethics Commission of receipt of the Form 1295 and the Texas Ethics Commission then will post the completed Form 1295 on its website for all to see.

D. System of Award (SAM)

Vendor Registration: SAM (System for Award Management)

Vendors doing business with the District are required to be registered with The System for Award Management (SAM), with an "active" status. Please look up your registration and submit a copy of your active status along with your bid. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/Fed Reg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <https://www.sam.gov>

VII. Agreement And Bonds

A. Sample Agreement

SECTION 0600

THIS AGREEMENT made this ____ day of _____ in the year 20____, by and between **The JEFFERSON COUNTY DRAINAGE DISTRICT NO.6**, a legal entity organized and existing in the State of Texas, hereinafter designated as the Owner, and _____ hereinafter designated as the **CONTRACTOR**.

The Owner and the Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. THE WORK

The Contractor shall complete the work as specified or indicated under the Bid Schedule(s) of the Owner=s Contract Documents entitled:

**JEFFERSON COUNTY DRAINAGE DISTRICT NO.6
8TH STREET REPAIR PROJECT
BID NO. IFB 21-011/EC**

The work is generally described as follows:

Full depth repair of existing road base, and resurfacing pavement with Hot Mix Asphalt Concrete.

ARTICLE 2. TIME ALLOWED FOR WORK: COMMENCEMENT TO COMPLETION

The work to be performed under this Contract shall be commenced on the day specified by the Owner in the Notice to Proceed and the work shall be fully completed within **30** working days after the date of commencement of the work.

The Owner and the Contractor recognize that time is of the essence with this Agreement and that the Owner will suffer financial loss if the work is not completed within the time specified in this Article 2, herein, plus any extensions thereof allowed in accordance with Article 12, Section 1100 of the General Conditions. They also recognize the delays, expenses and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the Owner the sum of **\$610.00** for each calendar day that expires after the time specified in this Article 2, herein, plus any authorized extensions.

ARTICLE 3. CONTRACT PRICE

The Owner shall pay the Contractor for the completion of the Work in accordance with the Contract Documents in current funds the Contract Price(s) named in the Contractor's Bid and Bid Schedule(s), including any authorized changes.

ARTICLE 4. THE CONTRACT DOCUMENTS

The Contract Documents consist of: Notice Inviting Bids, Instructions to Bidders, Scope of Work, Bid Forms (Bid, Bid Schedule(s) and Bid Summary), Bid Bond, Corporate Resolution, Information Required of Bidder, Agreement, Performance Bond, Payment Bond, Good Faith Effort (GFE) Determination Checklist, Historically Underutilized Business (HUB), Schedule of Prevailing Local Wage Rates, General Conditions of the Contract, Supplementary General Conditions of the Contract, General Summary of the Work, Technical Specifications, Special Specifications, Drawings listed in the Schedule of Drawings in the Supplementary General Conditions of the Contract, General Notes, **Addenda Number _____ to _____**, inclusive, and all Change Orders and Work Directive Changes which may be issued subsequent to the Effective Date of the Agreement and are not attached hereto.

Documents which will become part of these Contract Documents subsequent to Award consist of: Notice of Award, Certificates of Insurance, Evidence of Workers Compensation coverage, Surety's Power of Attorney (to accompany the executed Performance and Payment Bonds) and Notice to Proceed.

ARTICLE 5. PAYMENT PROCEDURES

The Engineer will prepare monthly Progress Payment Schedules based on measured progress of the work in accordance with Article 14 of the General Conditions and Supplementary General Conditions. Monthly Progress Payment Schedules will be processed for payment by the Owner as provided in the General Conditions.

ARTICLE 6. NOTICES

Whenever any provision of the Contract Documents requires the giving of written Notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

ARTICLE 7. MISCELLANEOUS

Terms used in this Agreement are defined in Article 1 of the General Conditions and Supplementary General Conditions.

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The Owner and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS HEREOF, the Owner and the Contractor have caused this Agreement to be executed the day and year first written above.

JEFFERSON COUNTY DRAINAGE DISTRICT NO.6
STATE OF TEXAS

By: _____

Title: General Manager

Attest: _____
Witness, Chief Business Officer

Contractor

By: _____

Title: _____

Attest: _____

(Affix Corporate Seal)

Address for giving notices:

JEFFERSON COUNTY DRAINAGE DISTRICT NO.6
District Engineer
6550 Walden Road
Beaumont, Texas 77707

B. Performance Bond

SECTION 0700

STATE OF TEXAS§

COUNTY OF _____

BOND NO. _____

KNOW ALL BY THESE PRESENTS:

That _____ as Contractor, and

_____ as Surety,

are held firmly bound unto the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6, Texas, hereinafter called Owner, in the penal sum of

_____ Dollars, 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.

WHEREAS said Contractor has been awarded and is about to enter into the Agreement with said Owner to perform the Work as specified or indicated in the Contract Documents entitled:

**JEFFERSON COUNTY DRAINAGE DISTRICT NO.6
8TH STREET REPAIR PROJECT
BID NO. IFB 21-011/EC**

NOW THEREFORE, if said Contractor shall perform all the requirements of said Contract Documents required to be performed on its part, at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall remain in full force and effect. If said Contractor fails in any contract requirement, Surety will, upon demand of Owner, proceed to complete the Contractor's obligations, at Surety's expense.

PROVIDED, that any alterations in the Work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety there under, nor shall any extensions of time granted under the provisions of said Contract Documents, release either said Contractor or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

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

SIGNED AND SEALED, this _____ day of _____, 2021.

(Contractor)

(Surety)

By: _____
(Signature)

By: _____
(Signature)

Title: _____

Title: _____

Address: _____

(SEAL)

(SEAL)

C. Payment Bond

SECTION 0800

STATE OF TEXAS §

COUNTY OF _____

BOND NO. _____

KNOW ALL BY THESE PRESENTS:

That _____ as Contractor, and
_____ as Surety,

are held firmly bound unto the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6, Texas, hereinafter called Owner, in the penal sum of

_____ Dollars, 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.

WHEREAS, said Contractor has been awarded and is about to enter into the Agreement with said Owner to perform the Work as specified or indicated in the Contract Documents entitled:

**JEFFERSON COUNTY DRAINAGE DISTRICT NO.6
8TH STREET REPAIR PROJECT
BID NO. IFB 21-011/EC**

NOW THEREFORE, if said Contractor, or subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of the work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay the same in an amount not exceeding the sum specified above, and, in the event suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the Court. This Bond shall inure to the benefit of any and all persons, companies, or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said Contractor or said Surety there under, nor shall any extensions of time granted under the provisions of said Contract Documents, release either said Contractor or said Surety, and notice of said alterations or extensions of the Agreement is hereby waived by said Surety.

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

SIGNED AND SEALED, this _____ day of _____, 20____.

(Contractor)

(Surety)

By: _____
(Signature)

By: _____
(Signature)

Title: _____

Title: _____

Address: _____

(SEAL)

(SEAL)

VIII. Contract Administration Forms

A. Notice of Award

SECTION 0900

Date: _____, 20____

To: _____

(Bidder)

Address: _____

Attention: _____

At its meeting held _____ the Board of Directors of the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 awarded your firm the contract for:

**JEFFERSON COUNTY DRAINAGE DISTRICT NO.6
8TH STREET REPAIR PROJECT
BID NO. IFB 21-011/EC**

Said Award being based on your apparent successful Bid dated _____ and bearing a total Bid Price of:

Dollars (\$ _____)

Work to be performed under this contract is to be completed within 30 working days.

Six copies of the proposed Contract Documents (except drawings) accompany this Notice of Award. Three sets of the drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions within fourteen (14) working days of the date of this Notice of Award,

by _____, 20____.

1. You must deliver to the Owner six fully executed counterparts of the Agreement, including all the Contract Documents. Each of the Contract Documents must bear your signature where indicated.
2. You must deliver with the executed Agreement, the executed Payment and Performance Bonds (with Surety's Power of Attorney attached) and the Insurance Certificates as specified in the Instructions to Bidders, the General Conditions (Article 5.2), and the Supplementary General Conditions.

Questions should be addressed to: Ernie Crochet, Jr. Project Engineer Assistant at (409) 842-1818.

Failure to comply with these conditions within the time specified will entitle the Owner to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within fourteen (14) working days after you comply with these conditions, the Owner will return to you a fully executed copy of the Contract Documents.

JEFFERSON COUNTY DRAINAGE DISTRICT NO.6, TEXAS

Sign: _____

By: Joshua W. Allen, Sr.

Title: President-Board of Directors

B. Notice to Proceed

SECTION 1000

Dated: _____, 20_____

To: _____

Address: _____

Contract for:

**JEFFERSON COUNTY DRAINAGE DISTRICT NO.6
8TH STREET REPAIR PROJECT
BID NO. IFB 21-011/EC**

You are hereby notified that the Contract Time under the above Contract will commence on:

_____, 20_____.

By that date, you are to start performing your obligations under the Contract Documents. In accordance with the provisions for beginning and completion of the work in the section of the Contract Documents entitled Summary Of Work, the Time and Date of Completion is:

30 working days after the date of commencement of the work specified above, or not later than

_____, 20_____.

Before you start any work at the site, Paragraph 2.5 of the General Conditions provides that you must study the Contract Documents and verify figures and field dimensions, and must report any observed errors or discrepancies. You must also submit to the Engineer all those documents called for in the section entitled Contractor Submittals in the Technical Specifications.

Also, before you may start any work at the site, you must:

- 1. Notify DD6 at least 24 hours before work will commence.**
- 2. Submit Shop Drawings for Approval.**
- 3. Submit CPM Work Schedule.**
- 4. TPDES/TCEQ General construction Permit, Notice to Proceed, and Construction Site Notice (TXR150000).**

TEXAS

JEFFERSON COUNTY DRAINAGE DISTRICT NO.6,

By: _____

Title: _____ General Manager

Part II – Conditions of the Contract

Section 1100 – General Conditions

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IX. Definitions

SECTION 1100

GENERAL CONDITIONS

Wherever used in these General Conditions or in other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda -Written or graphic instruments issued prior to the opening of Bids which make changes, additions, or deletions to the bid documents or the Contract Documents.

Agreement -The written agreement between the Owner and the Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof.

Beneficial Use or Occupancy -Placing all or any portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching completion of all of the Work.

Bid -The offer or proposal of the bidder submitted on the prescribed form setting forth the price or prices for the Work to be done.

Bonds -Bid, Performance, and Payment Bonds and other instruments which protect against loss due to inability or refusal of the Contractor to perform its Contract.

Change Order -A document recommended by the Engineer which is signed by the Contractor and the Owner and authorizes an addition to, deletion from, or revision of the work or quantities, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Completion - Completion of the Work shall be finalized by acceptance of the Work by the Governing Body of the Owner.

Contract Documents -The Notice Inviting Bids, Instructions to Bidders, the Accepted Bid (Including the Bid, Bid Schedule(s), Bid Summary, Bid Bond, Corporate Resolution, and Information Required of Bidder), Good Faith Effort (GFE) Determination Checklist, Historically Underutilized Business (HUB), Notice of Award, Certificates of Insurance, Evidence of Worker's Compensation Coverage, Notice To Proceed, General Conditions of the Contract, Supplementary General Conditions of the Contract, General Summary of the Work, Technical Specifications, Special Specifications, Drawings, General Notes, and all Addenda, Change Orders, and Work Directive Changes executed pursuant to the provisions of the Contract Documents.

Contract Price -The total monies payable by the Owner to the Contractor for work performed under the terms and conditions of the Contract Documents.

Contract Time – The number of working days as stated in the Contract Documents for the completion of the Work.

Contractor -The person, firm, or corporation with whom the Owner has executed the Agreement.

Day -A calendar day of 24 hours, measured from midnight to the next midnight.

Defective Work -Work that is unsatisfactory, faulty, or deficient, or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or work that has been damaged prior to the Engineer's recommendation of final payment.

Drawings -The drawings, plans, maps, profiles, diagrams, and other graphic representations which show the character, location, nature, extent, and scope of the Work to be performed.

Effective Date of the Agreement -The date indicated in the Agreement on which it was executed, but if no such date is indicated it shall mean the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Engineer -The person, firm, or corporation named as such in the Contract Documents.

Field Order -A written order issued by the Engineer which in the opinion of the Engineer does not involve a change in

the Contract Price or the Contract Time.

General Requirements -Sections of Department 1 of the Technical Specifications.

Laws and Regulations; Laws or Regulations -Laws, rules, regulations, ordinances, codes, and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

Notice of Award - The written notice by the Owner to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein, within the time specified, the Owner will enter into an Agreement.

Notice of Completion -The written notice by the Owner to the Contractor stating that the Work has been accepted by the Governing Body of the Owner.

Notice to Proceed-A written notice issued by the Owner to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Contract Time.

Owner -A public body or authority, corporation, association, firm, or person with whom the Contractor has entered into the Agreement and for whom the work will be performed.

Partial Utilization -Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion of the Work.

Progress Payment Schedule - A schedule prepared each month by the Engineer based on measured quantities of Work completed. Monthly progress payments will be governed by the progress payment schedule.

Project -The construction of which the Work to be provided under the Contract Documents, may be the whole, or a part thereof, as indicated elsewhere in the Contract Documents.

Responsive, Responsible Bid/Bidder - A responsive bid is one in which all of the requirements of the invitation to bid are fulfilled without exception or deviation. A Responsible Bidder is one submitting a responsive bid and who can demonstrate by financial statement, resumes of management personnel and equipment lists, it's fiscal, physical and managerial competence to complete projects of like complexity and scope of the Work as described and offered herein by these Contract Documents.

Shop Drawings - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a supplier or manufacturer and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

Specifications -Those portions of the Contract Documents consisting of the General Requirements and the written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the work and certain administrative details applicable thereto.

Sub-contractor -An individual, firm, or corporation having a direct contract with the Contractor or with any other Sub-contractor for the performance of a part of the Work at the site.

Substantial Completion -Refers to the Work (or a specified part thereof) that has progressed to the point where, in the opinion of the Engineer, as evidenced by the Notice of Substantial Completion/Notice of Completion as applicable, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there is no such Notice issued, when final payment is due in accordance with the provisions of the Contract Documents, and where the Engineer can recommend that the Work be accepted by the Owner. The terms "Substantial Completion" and "substantially complete" and "substantially completed" as applied to any Work shall mean Substantial Performance of the Contract, hereunder.

Supplementary General Conditions -The part of the Contract Documents which makes additions, deletions, or revisions to these General Conditions.

Supplier -A manufacturer, fabricator, distributor, or vendor.

Technical Specifications -The Specifications as defined herein.

Underground Facilities -All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, water, sewage and drainage removal, gases, steam, liquid petroleum products, telephone or other communications, cable television, traffic or other control systems.

Unit Price Work -Work to be paid for on the basis of unit prices.

Work -The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. The Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Work Directive Change -A written directive to the Contractor, issued on or after the Effective **Date of Agreement** and signed by the Owner and recommended by the Engineer, ordering an addition, deletion, or revision of the Work or responding to differing or unforeseen physical conditions under which the Work is to be performed or to emergencies as provided in the Contract Documents. A Work Directive Change may not be used to change the Contract Price nor the Contract Time, but shall be evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in the Contract Documents.

X. Preliminary Matters

2.1 Delivery of Bonds:

When the Contractor delivers the executed Agreements to the Owner, the Contractor shall also deliver to the Owner such bonds as the Contractor may be required to furnish in accordance with the Contract Documents.

2.2 Copies of Documents:

The Owner shall furnish to the Contractor two (2) copies (unless otherwise specified in the Supplemental Conditions) of the executed Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Time; Notice to Proceed:

The Contract Time will commence on the day indicated in the Notice to Proceed.

2.4 Starting the Project:

The Contractor shall start to perform the work on or after the date when the Contract Time commences but in no event shall any work be done at the site prior to the date on which the Contract Time commences.

2.5 Before Starting Construction:

- a. Before undertaking each part of the work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Engineer before proceeding with any work affected thereby; however, the Contractor shall not be liable to the Owner or the Engineer for failure to report any conflict, error or discrepancy in the Contract Documents, unless the Contractor had actual knowledge thereof or should reasonably have known thereof.
- b. The Contractor shall submit to the Engineer for review those documents called for under Section entitled "Contractor Submittals" in the General Requirements.
- c. When the Contractor delivers its executed Agreement to the Owner, the Contractor shall also deliver certificates (and other evidence of insurance requested by the Owner) which the Contractor is required to purchase and maintain in accordance with the requirements of the Contract Documents.

2.6 Preconstruction Conference:

A preconstruction conference attended by the Contractor, the Engineer, and others as appropriate will be held to discuss the Work in accordance with the applicable procedures specified in the General **Requirements**.

2.7 Finalizing Schedules:

At least seven (7) working days before preparation of the first Progress Payment Schedule, a conference will be held and attended by the Contractor, the Engineer, and others as appropriate to finalize the schedule(s) submitted in accordance with the General Requirements.

XI. Contract Documents: Intent, Amending, Reuse

3.1 Contract Documents:

- a. The Contract Documents comprise the entire agreement between the Owner and the Contractor concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The contract Documents will be construed in accordance with the law of the place of the Project.
- b. It is the intent of the Contract Documents to describe the Work, functionally complete, to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the Owner, the Contractor, or the Engineer or any of their consultants, agents, or employees from those set forth in the Contract Documents.
- c. If, during the performance of the Work, the Contractor finds a conflict, error, or discrepancy in the Contract Documents, the Contractor shall so report to the Engineer in writing at once and, before proceeding with the Work affected thereby, shall obtain a written interpretation, clarification, or correction from the Engineer; however, the Contractor shall not be liable to the Owner or the Engineer for failure to report any conflict, error or discrepancy in the Contract Documents unless the Contractor had actual knowledge thereof or should reasonably have known thereof.
- d. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
 1. A Change Order, or
 2. A Work Directive Change.

3.2 Order of Precedence of Contract Documents:

- a. In resolving conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:
 1. Change Orders
 2. Agreement
 3. Addenda
 4. Contractor's Bid (Bid Forms)
 5. Special Specifications
 6. Supplementary General Conditions
 7. Notice Inviting Bids
 8. Instructions to Bidders
 9. General Conditions of the Contract
 10. Technical Specifications
 11. Referenced Standard Specifications

12. Drawings

b. With reference to the drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings
3. Addenda/Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over standard drawings

3.3 Amending and Supplementing Contract Documents:

The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by Change Order, pursuant to Article 10.

3.4 Reuse of Documents:

Neither the Contractor, nor any Subcontractor or Supplier, nor any other person or organization performing or furnishing any of the Work under a direct or indirect contract with the Owner shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of the Engineer; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the Owner and the Engineer and specific written verification or adaptation by the Engineer.

XII. Availability Of Lands; Physical Conditions; Reference Points

4.1 Availability of Lands:

The Owner shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the Owner, unless otherwise provided in the Contract Documents. Nothing contained in the Contract Documents shall be interpreted as giving the Contractor exclusive occupancy of the lands or rights-of-way provided. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment; provided, that the Contractor shall not enter upon nor use any property not under the control of the Owner until a written temporary construction easement agreement has been executed by the Contractor and the property owner, and a copy of said easement agreement furnished to the Engineer prior to said use; and, neither the Owner nor the Engineer shall be liable for any claims or damages resulting from Contractor's unauthorized trespass or use of any such properties.

4.2 Physical Conditions:

- a. Explorations and Reports: Reference is made to the Article entitled "Physical Conditions" of the Supplementary General Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the Engineer in the preparation of the Contract Documents. The Contractor may rely upon the accuracy of the factual data contained in such reports, however, the interpretation of such factual data, including any interpolation or extrapolation thereof, together with nonfactual data, interpretations, and opinions contained in such reports or the completeness thereof is the responsibility of the contractor.
- b. Existing structures: Reference is made to the Article entitled "Physical Conditions" of the Supplementary General Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Utilities referred to in Article 4.4, herein) which are at or contiguous to the site that has been utilized by the Engineer in the preparation of the Contract Documents. The Contractor may rely upon the accuracy of the factual data contained in such drawings; however, the interpretation of such factual data, including any interpolation or extrapolation thereof, together with nonfactual data, interpretations, and opinions contained in such drawings or the completeness thereof is the responsibility of the Contractor.

4.3 Differing Site Conditions:

- a. The Contractor shall notify the Engineer in writing of the following unforeseen conditions, hereinafter called differing site conditions, promptly upon their discovery (but in no event later than 14 working days) and before they are disturbed:
 1. Subsurface or latent physical conditions at the site of the Work differing materially from those indicated,

described, or delineated in the Contract Documents including those reports and documents discussed in Article 4.2; and

2. Unknown physical conditions at the site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents including those reports and documents discussed in Article 4.2.
- b. The Engineer will review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the Owner in writing of the Engineer's findings and conclusions.
 - c. If the Owner concludes that because of newly discovered conditions a change in the Contract Documents is required, a Change Order will be issued as provided in Article 10, of the General Conditions, to reflect and document the consequences of the difference.
 - d. In each such case, an increase or decrease in the Contract Price or an extension or reduction of the contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such difference. If the Owner and the Contractor are unable to agree as to the amount or length thereof, a claim may be made therefore as provided in Articles 11 and 12 of the General Conditions.
 - e. The Contractor's failure to give notice of differing site conditions within fourteen (14) working days of discovery or before they are disturbed shall constitute a waiver of all claims in connection therewith, whether direct, consequential, or inconsequential in nature.
 - f. Nothing herein shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the construction.

4.4 Physical Conditions - Underground Utilities:

- a. Shown or Indicated: The information shown or indicated in the Contract Documents with respect to existing, underground utilities at or contiguous to the site is based on information and data furnished to the Owner or the Engineer by the owners of such underground utilities or by others. Unless it is expressly provided in the Supplementary General Conditions and/or the section entitled "Protection and Restoration of Existing Facilities" of the General Requirements, the Owner and the Engineer shall not be responsible for the accuracy or completeness of any such information or data, and the Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all underground utilities shown or indicated in the Contract Documents, for coordination of the work with the owners of such underground utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the work, the cost of which will be considered as having been included in the Contract Price.
- b. Not Shown or Indicated: If an underground utility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which the Contractor could not reasonably have been expected to be aware of, the Contractor shall identify the owner of such underground utility and give written notice thereof to that owner and shall notify the Engineer in accordance with the requirements of the Supplementary General Conditions and section entitled "Protection and Restoration of Existing Facilities" of the General Requirements.

4.5 Reference Points:

- a. The Engineer will provide one bench mark, near or on the site of the work, and will provide 2 points near or on the site to establish a base line for use by the Contractor for alignment control. Unless otherwise specified in the General Requirements, the Contractor shall furnish all other lines, grades, and bench marks required for proper execution of the work.
- b. The Contractor shall be responsible for laying out the work (unless otherwise specified in the General Requirements) and shall preserve all bench marks, stakes, and other survey marks, and in case of their removal or destruction by its own employees or by its subcontractor's employees, the Contractor shall be responsible for the accurate replacement of such reference points by professionally qualified personnel at no additional cost to the Owner.

XIII. Bonds And Insurance

5.1 Performance and Other Bonds:

- a. Upon receiving a Notice of Award, the Contractor shall furnish Performance and Payment Bonds, each in the amount set forth in the Supplementary General Conditions as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. The Performance Bond shall remain in effect at least until one year after the date of Notice of Substantial Completion/Notice of Completion as applicable, except as otherwise provided by Law or Regulation or by the Contract Documents; provided, that after the date of Notice of Substantial Completion/Notice of Completion, as applicable, the amount of said Performance Bond may be reduced to the amount set forth in the Supplementary General Conditions. The premiums upon all such bonds shall be paid by the Contractor. The Contractor shall promptly furnish such additional security as may be required by Owner from time to time to protect its interest and those of persons supplying labor or materials in the execution of the work identified in this Contract.
- b. The Owner will approve any Surety company which, at the time of execution of this Contract is listed in the latest published U.S. Treasury Department list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."
- c. If the Surety on any Bond furnished by the Contractor is declared as bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the work is located, the Contractor shall within seven (7) working days thereafter substitute another Bond and Surety, which must be acceptable to and approved by, the Owner.

5.2 Insurance:

- a. The Contractor shall purchase and maintain the insurance required under this Article. Such insurance shall include the specific coverages set forth herein and shall be written for not less than the limits of liability and coverages provided in the Supplementary General Conditions, or required by law, whichever is greater. All insurance shall be maintained continuously during the life of the Agreement up to the date of Notice of Substantial Completion/Notice of Completion, as applicable, pursuant to acceptance of the Work by the Owner. The Contractor's liabilities under this Agreement shall not be deemed limited in any way to the insurance coverage required.
- b. The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) working days prior written notice has been given to the Owner by Certified Mail. All such insurance shall remain in effect until the date of Substantial Completion and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work in accordance with Article 13.6, herein. In addition, the Insurance required herein (except for Worker's Compensation and Employer's Liability) shall name the Owner, the Engineer, and their officers, agents, and employees as "additional insured's" under the policies.
 1. Worker's Compensation Insurance Requirements: This insurance shall protect the Contractor against all claims under applicable state Worker's Compensation laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation law. This policy shall include an "all states" endorsement. The Contractor shall require each subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance. In case any class of employees is not protected under the Worker's Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of each of its employees if not otherwise protected. The Contractor shall provide the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 with the Certificate of Coverage as described in Attachment "A".
 2. Comprehensive General Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries to persons other than its employees or damage to the property of the Owner or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the Contractor under the indemnification provisions of the General Conditions. To the extent that the Contractor's work, or work under its direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusions relative to blasting, explosion, collapse of or damage to buildings, or damage to underground structures.

3. Comprehensive Automobile Liability: This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles. Said insurance shall cover the operation onsite or offsite of all motor vehicles licensed for highway use whether they are owned, non-owned, or hired.
 4. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either require each of its subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplementary General Conditions or insure the activities of its subcontractors in the Contractor's own policy in like amount.
- c. Policy Requirements: The insurance provided by the Contractor hereunder shall be (1) with companies licensed to do business in the state where the Project is located, (2) with companies with a Best's Financial Rating of XI or better, and (3) with companies with a Best's General Policy Policyholders Rating of not less than B, except that in case of Worker's Compensation Insurance, participation in the State Fund, where applicable, is acceptable.
 - d. Insurance policies required hereunder to have the Owner and Engineer named as additional insured shall, (1) include a provision that the policies are primary and do not participate with, nor exceed any other valid and collectible insurance, (2) include a waiver of subrogation against the Owner, its agents and employees, and (3) for Builders All Risk Insurance, provide for deductible amounts not exceeding 5 percent of the insurable values of the Work of the Contractor for the perils of all risks of physical loss or damage, including but not limited to fire and wind and associated perils, vandalism and malicious mischief, earthquake, and flood. In the event of an insured loss or damage, the Contractor agrees to pay to the Owner upon demand an amount equal to the deductible amount.
 - e. Owner May Insure for Contractor: In case of the breach of any provision of this Article the Owner may, at the Owner's option, take out and maintain at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as the Owner may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to the Contractor under this Contract.

XIV. The Contractor's Responsibilities

6.1 Supervision and Superintendence:

- a. The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the contract documents. The Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.
- b. The Contractor shall designate in writing and keep on the work at all times during its process a competent, resident, technically qualified, English speaking superintendent, acceptable to the Owner, who shall not be replaced without written notice to the Owner and the Engineer except under extraordinary circumstances. The superintendent shall be the contractor's representative at the site and shall have authority to act on behalf of the Contractor in all matters. All communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall issue all its communication to the Owner through the Engineer.
- c. The sole activity and responsibility of the Contractor's Supervisor or Superintendent shall be the full-time superintendence of the work. The Superintendent shall not engage in any activity which detracts in any way from his ability to devote his complete attention to superintendence of the work nor from the mobility required to personally oversee all physical areas of work activity within the project. The Superintendent shall be present at the site of the work at all times while work is in progress. Failure to observe these requirements shall be considered as suspension of the work by the Contractor until such time as such Supervisor or Superintendent is again present at the site and/or able to devote full attention to superintendence of the project.
- d. Each Subcontractor shall, before starting construction, designate in writing one person who shall have authority to act on behalf of the Subcontractor and who shall be present at the work site at all times while the Subcontractor's work is in progress. Failure to observe this requirement shall be considered as suspension of the work by the Subcontractor until such time as the designated person is present at the site of the work.

6.2 Labor, Materials, and Equipment:

- a. The Contractor shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the contract Documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without the Owner's written consent given after prior written notice and approval by the Engineer. If the Contractor performs any work after regular working hours, or on Saturday, Sunday, or any legal holiday, it shall pay the Owner any additional cost incurred by the Owner as a result of such work.
- b. Except as otherwise provided in this Article, the Contractor shall receive no additional compensation for overtime work, i.e., work in excess of eight (8) hours in any one calendar day or forty (40) hours in any one (1) calendar week, even though such overtime work may be required under emergency conditions and may be ordered by the Engineer in writing. Additional compensation will be paid to the Contractor for overtime work only in the event that extra work is ordered by the Engineer, and the Change Order specifically authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the Contractor for overtime work of a similar nature in the same locality.
- c. All costs of inspection and testing performed during overtime work by the Contractor which is allowed solely for the convenience of the Contractor shall be borne by the Contractor. The Owner shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due the Contractor.
- d. Unless otherwise specified in the Contract Documents, the Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities, and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the work.
- e. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the Engineer, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the Owner, nor any of the Owner's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of Articles 9.9c or 9.9d.

6.3 Adjusting Progress Schedule:

The Contractor shall submit any adjustments in the progress schedule to the Engineer for acceptance in accordance with the provisions for "Contractor Submittals" in the General Requirements.

6.4 Substitutes or "or-Equal" Items:

The contractor shall submit proposed substitutes or "or-equal" items in accordance with the provisions for "Contractor Submittals" in the General Requirements.

6.5 Concerning Subcontractors, Suppliers, and Other:

- a. The Contractor shall be fully responsible to the Owner and for the acts and omissions of its subcontractors and their employees to the same extent as the Contractor is responsible for the acts and omissions of its own employees. Nothing contained in this Article shall create any contractual relationship between the Owner or the Engineer and any subcontractor, nor shall it relieve the Contractor of any liability or obligation under the prime Contract.
- b. The Departments and Sections of the Specifications and identifications of any drawings shall not control the Contractor in dividing the work among subcontractors or suppliers or in delineating the work to be performed by any specific trade.

6.6 Permits, License Fees, and Royalties:

- a. Unless otherwise provided in the Supplementary General Conditions, the Contractor shall obtain and pay for all construction permits and licenses from the agencies having jurisdiction, including the furnishing of insurance and bonds if required by such agencies. The enforcement of such requirements under this Contract shall not be made the basis of claims for additional compensation. The Owner shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement.

The Contractor shall pay all charges of utility owners for connections to the work, and the Owner shall pay all charges of such utility owners for connections to the work.

- b. The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. The Contractor shall indemnify and hold harmless the Owner from and against all claims, damages, losses, and expenses (including attorney's fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.7 Laws and Regulations:

The Contractor shall observe and comply with all federal, state, and local laws, ordinances, codes, orders, and regulations which in any manner affect those engaged or employed on the Work, the materials used in the work, or the conduct of the workers or employees. If any discrepancy or inconsistency should be discovered in this Contract in relation to any such law, ordinance, code, order, or regulation, the Contractor shall report the same in writing to the Engineer. The Contractor shall indemnify, defend, and hold harmless the Owner, the Engineer, and their officers, agents, and employees against all claims or liability arising from violation of any such law, ordinance, code, order, or regulation, whether by Contractor or its employees or subcontractors. Any particular law or regulation specified or referred to elsewhere in the Contract Documents shall not in any way limit the obligation of the Contractor to comply with all other provisions of federal, state, and local laws and regulations. Where an individual state act on occupational safety and health standards has been approved by federal authority, then the provisions of said state act shall control.

6.8 Taxes:

The Texas legislature in 1991 in its first special session passed 1 H.B. 11 which amended the Texas Limited Sales Excise and Use Tax Act which requires a Contractor who is engaged in a capital improvements project for a city to pay tax on tangible personal property purchased under the contract. According to an August 19, 1991 letter from the State Comptroller's Tax Administration Department, the use of "Separated Contracts" will allow for tax free purchases of tangible personal property for the project. Separated Contracts are those that separate services costs from materials costs. This procedure may not be used for materials which do not become part of a finished project. (Example: equipment rentals). This legislation is effective for all contracts and bids entered into after August 14, 1991.

6.9 Use of Premises:

The Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to (1) the Project site, (2) the land and areas identified in and permitted by the Contract Documents, and (3) the other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the Owner by any such owner or occupant because of the performance of the Work, the Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. The Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold the Owner harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of architects, engineers, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly, or consequently out of any action, legal, or equitable brought by any such other party against the Owner to the extent based on a claim arising out of the Contractor's performance of the Work.

6.10 Safety and Protection:

- a. The CONTRACTOR shall be sole responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the ENGINEER shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices and similar items or devices used by him during construction.

- b. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to the following:
 - 1. All employees on the project and other persons and organizations who may be affected thereby;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- c. The Contractor shall comply with all applicable Laws and Regulations (whether referred to herein or not) of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and utilities when execution of the work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- d. The Contractor shall designate a responsible representative at the site whose duty and responsibility shall be the prevention of accidents. This person shall be the Contractor's superintendent or project manager unless otherwise designated in writing by the Contractor to the Owner.

6.11 Shop Drawings and Samples:

- a. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the Contractor shall submit to the Engineer for review all Shop Drawings in accordance with the accepted schedule of Shop Drawing submittals specified in the General Requirements.
- b. The Contractor shall also submit to the Engineer for review all samples in accordance with the accepted schedule of sample submittals specified in the General Requirements.
- c. Before submittal of each shop drawing or sample, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Work and the Contract Documents.
- d. The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents unless the Contractor has in writing called the Engineer's attention to each such variation at the time of submission and the Engineer has given written approval of each such variation; nor will any approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions of Article 6.11c.
- e. Where a shop drawing or sample is required by the Specifications, any related Work performed prior to the Engineer's review and approval of the pertinent submission will be the sole expense and responsibility of the Contractor.

6.12 Continuing the Work:

The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the Owner may otherwise agree in writing.

6.13 Indemnification:

The contractor shall indemnify, defend and hold harmless the owner, their agents, officers, and employees from and against all claims and liabilities arising under or by reason of the contract or any performance of the work. This indemnity expressly extends to claims alleging negligence by the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6, its agents, officers or employees arising from actions taken or occurrences under this contract. Such indemnification by the contractor shall include but not be limited to the following:

1. *Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor, its employees, or its agents in the performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor or its agents;*
2. *Liability or claims arising directly or indirectly from or based on the violation of any law, ordinance, regulation, order, or decree, whether by the Contractor or its agents;*
3. *Liability or claims arising directly or indirectly from the use or manufacture by the Contractor, its agents, or the Owner in the performance of this Contract of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Contract;*
4. *Liability or claims resulting directly or indirectly from the breach of any warranties, whether express or implied, made to the Owner or any other parties by the Contractor or its agents;*
5. *Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor, its employees, or its agents; and,*
6. *Liabilities or claims arising directly or indirectly from any breach of the obligations assumed herein by the Contractor.*
7. *Liabilities or claims of whatever kind or character, arising out of or in connection with the performance by the Contractor of those services contemplated by this Agreement, based upon allegations of negligent acts of Contractor, its officers, agents, employees, and expressly including allegations of negligence, acts or omissions of the Owner, the Engineer, their consultants, agents, officers or employees, when such allegations of negligence to the Owner or Engineer arise from the actions and Work undertaken by Contractor hereunder.*
8. *The Contractor shall reimburse the Owner, and the Engineer for all costs and expenses, (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals and court costs) incurred by said Owner, and the Engineer in enforcing the provisions of this Article.*
9. *The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such subcontractor or other person or organization under the workers' compensation act, disability benefit acts, or other employee benefit acts.*

6.14 Contractor's Daily Reports:

The Contractor shall complete a daily report indicating manpower, major equipment, subcontractors, etc., involved in the performance of the work. The daily report shall be completed on forms prepared by the Contractor and acceptable to the Engineer, and shall be submitted to the Engineer at the conclusion of each work day.

6.15 Assignment of Contract:

The Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of the Contract or any portion thereof or its right, title, or interest therein, or obligations there-under, without written consent of the Owner, except as imposed by law. If the Contractor violates this provision, the Contract may be terminated at the option of the Owner. In such event, the Owner shall be relieved of all liability and obligations to the Contractor and to its assignee or transferee, growing out of such termination.

XV. Other Work

7.1 Related Work at Site:

- a. The Owner may perform other work related to the Project at the site by the Owner's own forces, have other work performed by utility owners, or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the Contractor prior to starting any such other work.
- b. The Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the Owner, if the Owner is performing the additional work with the Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. The Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.
- c. If any part of the Contractor's Work depends, for proper execution or results, upon the work of any such other contractor or utility owner (or the Owner), the Contractor shall inspect and promptly report to the Engineer in writing any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. The Contractor's failure to so report will constitute an acceptance of the other work as fit and proper for integration with the Contractor's Work except for latent or non-apparent defects and deficiencies in the other work.

7.2 Coordination:

If the Owner contracts with others for the performance of other work on the project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary General Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary General Conditions. Unless otherwise provided in the Supplementary General Conditions, neither the Owner nor the Engineer shall have any authority or responsibility in respect of such coordination.

XVI. The Owner's Responsibilities

8.1 Communications:

The Owner shall issue all its communications to the Contractor through the Engineer.

8.2 Payments:

The Owner shall make payments to the Contractor as provided in Articles 14.5 and 14.8.

8.3 Lands, Easements, and Surveys:

The Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Articles 4.1 and 4.5. The Owner shall identify and make available to the Contractor copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by the Engineer in preparing the Drawings and Specifications.

8.4 Change Orders:

The Owner shall execute Change Orders as indicated in Article 10.1d.

8.5 Inspections and Tests:

The Owner's responsibility in respect of certain inspections, tests, and approvals is set forth in Article 13.3b.

8.6 Suspension of the Work:

In connection with the Owner's right to stop work or suspend work, see Articles 13.4 and 15.1. Articles 15.2 and 15.3 deal with the Owner's right to terminate services of the Contractor under certain circumstances.

XVII. The Engineer's Status During Construction

9.1 Owner's Representative:

The Engineer will be the Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's representative during construction are set forth in the Contract Documents.

9.2 Visits to Site:

The Engineer will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents.

9.3 Project Representation:

The Engineer will furnish an inspector to assist the Engineer in observing the performance of the work. The duties, responsibilities, and limitations of authority of any such inspector will be as provided in the Supplementary General Conditions.

9.4 Clarifications and Interpretations:

The Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as may be determined to be necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

9.5 Authorized Variations In Work:

The Engineer may authorize minor variations in the work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on the Owner, and also on the Contractor who shall perform the work involved promptly. If the Contractor believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefore as provided in Article 11 or Article 12.

9.6 Rejecting Defective Work:

The Engineer will have authority to disapprove or reject work which the Engineer believes to be defective, and will also have authority to require special inspection or testing of the work as provided in Article 13.3g, whether or not the work is fabricated, installed or completed.

9.7 Contractor Submittals, Change Orders, and Payments:

- a. The Engineer will review all the Contractor submittals, including shop drawings, samples, substitutes, or "or equal" items, etc., in accordance with the procedures set forth in the General Requirements.
- b. In connection with the Engineer's responsibilities as to Change Orders, see Articles 10, 11 and 12.
- c. In connection with the Engineer's responsibilities with respect to Preparation of Progress Payment Schedules, see Article 14.

9.8 Decisions or Disputes:

- a. The Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the acceptability of the work there-under. Claims, disputes, and other matters relating to the acceptability of the work; the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work; and those claims under Articles 11 and 12 in respect to changes in the Contract Price or the Contract Time will be referred initially to the Engineer in writing with a request for formal decision in accordance with this Article, which the Engineer will render in writing within 30 working days of receipt of the request. Written notice of each such claim, dispute, and other matter shall be delivered by the Contractor to the Engineer promptly (but in no event later than 30 working days) after the occurrence of the event giving rise thereto. Written supporting data shall be submitted to the Engineer within 60 working days after such occurrence unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim.

- b. When functioning as arbiter and judge, the Engineer will not show partiality to the Owner or the Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by the Engineer with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Article 14.12) will be a condition precedent to any exercise by the Owner or the Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute, or other matter.

9.9 Limitations on the Engineer's Responsibilities:

- a. Neither the Engineer's authority to act under this Article 9 or other provisions of the Contract Documents nor any decision made by the Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any Supplier, any surety for any of them, or for any other person or organization performing any of the Work.
- b. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as reviewed," "as approved," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of the Engineer as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to evaluate the Work for compliance with the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to the Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Articles 9.9c or 9.9d, herein.
- c. The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, and the Engineer will not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.
- d. The Engineer will not be responsible for the acts or omissions of the Contractor nor of any Subcontractor, Supplier, or any other person or organization performing any of the Work.

XVIII. Changes In The Work

10.1 General:

- a. Without invalidating the Agreement and without notice to any surety, the Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by a Change Order or a Work Directive Change issued by the Engineer. Upon receipt of such document, the Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents.
- b. If the Owner and the Contractor are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefore as provided in Article 11 or Article
- c. The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified and supplemented by Change Order, except in the case of an emergency and except in the case of uncovering work as provided in Article 13.3.
- d. The Owner and the Contractor shall execute appropriate Change Orders covering the following:
 - 1. Changes in the Work which are ordered by the Owner pursuant to Article 10.1a;
 - 2. Changes required because of acceptance of defective work under Article 13.7;
 - 3. Changes in the Contract Price or Contract Time which are agreed to by the parties;
 - 4. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by the Engineer pursuant to Article 9.8; and
 - 5. Any other changes agreed to by the parties.
- e. If notice of any change required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly.

10.2 Allowable Quantity Variations:

- a. In the event of an increase or decrease in a bid item quantity of a unit price contract, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit price established for such work under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the Contract Price may be made for changes which result in an increase or decrease in the quantity of any unit price bid item of the Work in excess of 20 percent.
- b. In the event a part of the Work is to be entirely eliminated and no lump sum or unit price is named in the Contract Documents to cover such eliminated work, the price of the eliminated work shall be agreed upon in writing by the Owner and the Contractor. If the Owner and the Contractor fail to agree upon the price of the eliminated work, said price shall be determined in accordance with the provisions of Article 11.

XIX. Change Of Contract Price

11.1 General

- a. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at the Contractor's expense without change in the Contract Price.
- b. The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to the Engineer promptly (but in no event later than 30 working days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 60 working days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by the Engineer in accordance with Article 9.8 if the Owner and the Contractor cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Article 11.1b.
- c. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Article 11.4).
 3. On the basis of the Cost of the Work (determined as provided in Articles 11.2 and 11.3), plus a Contractor's Fee for overhead and profit (determined as provided in Article 11.4, herein).

11.2 Cost of Work (Based on Time and Materials):

- a. General: The term "cost of work" means the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, and equipment in the proper performance of work. Except as otherwise may be agreed to in writing by the Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project.
- b. Labor: The cost of labor used in performing work by the Contractor, a subcontractor, or other forces will be the sum of the following:
 1. The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the wages paid to foremen when determined by the Engineer that the services of foremen do not constitute a part of the overhead allowance.
 2. All payment imposed by state and federal laws including, but not limited to, compensation insurance, and social security payments.
 3. The amount paid for subsistence and travel required by collective bargaining agreements, or in accordance

with the regular practice of the employer.

At the beginning of the extra work and as later requested by the Engineer, the contractor shall furnish the Engineer proof of labor compensation rates being paid.

- c. **Materials:** The cost of materials used in performing work will be the cost to the purchaser, whether Contractor or subcontractor, from the supplier thereof, except as the following are applicable:
 - 1. Trade discounts available to the purchaser shall be credited to the Owner notwithstanding the fact that such discounts may not have been taken by the Contractor.
 - 2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Engineer. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.
 - 3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
 - 4. If in the opinion of the Engineer the cost of material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site less trade discount.
 - 5. The Owner reserves the right to furnish materials for the extra work and no claim shall be made by the Contractor for costs and profit on such materials.
- d. **Equipment:** The Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the Supplementary General Conditions. Such rental rate will be used to compute payments for equipment whether the equipment is under the Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to the Owner for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, an equitable rental rate for the equipment will be established by the Engineer. The Contractor may furnish cost data which might assist the Engineer in the establishment of the rental rate.
 - 1. All equipment shall, in the opinion of the Engineer, be in good working condition, properly fueled, and suitable for the purpose for which the equipment is to be used.
 - 2. Before construction equipment is used on the extra work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Engineer, in duplicate, a description of the equipment and its identifying number.
 - 3. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
 - 4. Individual pieces of equipment or tools having replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
 - 5. Rental time will not be allowed while equipment is inoperative due to breakdowns, malfunctions or operator unavailability.
- e. **Equipment on the Work:** The rental time to be paid for equipment on the work shall be the time the equipment is in productive operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra work, even though located at the site of the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work.
 - 1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ☐-hour of operation, and any part of an hour 30 minutes or more will be considered one hour of operation.
 - 2. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be ☐-day of

operation. When owner-operated equipment is used to perform extra work to be paid for on a time and materials basis, the Contractor will be paid for the equipment and operator, as set forth in Subparagraphs (3), (4), and (5), following.

3. Payment for the equipment will be made in accordance with the provisions in Article 11.2d, herein.
4. Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the Work, or in the absence of such labor, established by collective bargaining agreements for the type workers and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of Article 11.2b, herein, which surcharge shall constitute full compensation for payments imposed by state and federal laws and all other payments made to or on behalf of workers other than actual wages.
5. To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Article 11.4, herein.

11.3 Special Services:

- a. Special work or services are defined as that work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. The following may be considered by the Engineer in making estimates for payment for special services:
 1. When the Engineer and the Contractor, by agreement, determine that a special service or work is required which cannot be performed by the forces of the Contractor or those of any of its subcontractors, the special service or work may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the Engineer, invoices for special services or work based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
 2. When the Contractor is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the jobsite, the charges for that portion of the work performed at the off-site facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.
 3. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Paragraph 11.4, herein, an allowance of 5 percent will be added to invoices for special services.
- b. All work performed hereunder shall be subject to all of the provisions of the Contract Documents and the Contractor's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to the Owner for review prior to the performance of any work hereunder.

11.4 Contractor's Fee:

- a. Work ordered on the basis of time and materials will be paid for at the actual necessary cost as determined by the Engineer, plus allowances for overhead and profit. For extra work involving a combination of increases and decreases in the Work the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include full compensation for superintendence, bond and insurance premiums, taxes, office expense, and all other items of expense or cost not included in the total cost of labor, materials, or equipment provided for under Paragraphs 11.2b, c, and d, herein including extended overhead and home office overhead. The allowance for overhead and profit will be made in accordance with the following schedule:

ACTUAL NECESSARY COST	OVERHEAD AND PROFIT ALLOWANCE
Labor15 percent
Materials 15 percent
Equipment 15 percent

- b. It is understood that labor, materials, and equipment may be furnished by the Contractor or by the subcontractor on behalf of the Contractor. When all or any part of the extra work is performed by a subcontractor, the allowance specified herein shall be applied to the labor, materials, and equipment costs of the subcontractor, to which the

Contractor may add 15 percent of the subcontractor's total cost for the extra work. Regardless of the number of hierarchical tiers of subcontractors, the 15-percent increase above the subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only for each separate work transaction.

XX. Change Of Contract Time

12.1 General:

- a. The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to the Engineer promptly (but in no event later than 30 working days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within 60 working days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the Engineer in accordance with Article 9.8 if the Owner and the Contractor cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this Article 12.1a.
- b. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefore as provided in Article 12.1a and if approved therefore by Engineer. Such delays shall include acts of neglect by the Owner or others performing additional work as contemplated by Article 7, or by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, sabotage, or freight embargoes.
- c. All time limits stated in the Contract Documents are of the essence of the Agreement.

12.2 Extensions of Time for Delay Due to Inclement Weather:

- a. Inclement weather is any weather condition or conditions resulting immediately there-from, causing the Contractor to suspend construction operations or preventing the Contractor from profitably utilizing at least 75 percent of the normal labor and equipment force engaged on the Work.
- b. Should the Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which inclement weather, or the forecast by the local NOAA Weather Reporting Station of 30% or greater chance of inclement weather, or the conditions resulting from the weather, or the condition of the Work prevents work from beginning at the usual starting time, and the crew is dismissed as a result thereof, the Contractor will not be charged for a working day whether or not conditions change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.
- c. Any such regular work days not worked due to the circumstances set forth in subparagraphs 12.2a and 12.2b above will entitle the Contractor to an extension of time equal to the time lost only to the extent such time exceeds the usual, expected inclemency for the local area of the Work as established by a 10-year statistical average of such weather conditions as recorded by the National Oceanic and Atmospheric Administration. Article 12.1 of the Supplementary General Conditions of these Contract Documents identifies the inclemency base established for this Project in accordance with the procedure set forth above.

XXI. Warranty And Guarantee; Tests And Inspections; Correction, Removal Or Acceptance Of Defective Work

13.1 Warranty and Guarantee:

The Contractor warrants and guarantees to the Owner and the Engineer for a period of one year after final acceptance by the owner, that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects known to the Owner or the Engineer shall be given to the Contractor. Neither the right to inspect, nor the presence of inspectors, the Engineer, consultants, or testing agencies hired by the Owner or the Engineer, nor their general review or approval shall relieve the Contractor from its obligations to perform the Work in accordance with the Contract Documents. All defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article 13.

13.2 Access to Work:

The Engineer and the Engineer's representatives, other representatives of the Owner, testing agencies, and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation, inspections, and testing. The Contractor shall provide proper and safe conditions for such access. Such observation, inspections and testing shall not be construed as the basis for any claims of delay but shall be considered a normal and necessary part in the progress of the work.

13.3 Tests and Inspections:

- a. The Contractor shall give the Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals, but in no event less than 24 hours' notice.
- b. If Laws or Regulations of any public body having jurisdiction other than the Owner, require any Work (or part thereof) to specifically be inspected, tested, or approved, the Contractor shall pay all costs in connection therewith and furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in the Owner's or the Engineer's acceptance of a Supplier of materials or equipment proposed as a substitution or "or equal" to be incorporated in the Work, or of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid by the Owner (unless otherwise specified).
- c. The Engineer will make, or have made, such inspections and tests as the Engineer deems necessary to see that the work is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in the Supplementary General Conditions, the cost of such inspection and testing will be borne by the Owner. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall bear the cost of corrective measures deemed necessary by the Engineer, as well as the cost of subsequent re-inspection and re-testing. Neither observations by the Engineer nor inspections, tests, or approvals by others shall relieve the Contractor from the Contractor's obligation to perform the Work in accordance with the Contract Documents.
- d. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the Owner.
- e. If any work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the Engineer, it shall, if requested by the Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless the Contractor has given the Engineer timely notice of the Contractor's intention to perform such test or to cover the same and the Engineer has not acted with reasonable promptness in response to such notice.
- f. If any work is covered contrary to the written request of the Engineer, it shall, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's expense.
- g. If the Engineer considers it necessary or advisable that covered work be observed by the Engineer or inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing, as the Engineer may require, that portion of the Work in question and shall furnish all necessary labor, material, and equipment. If it is found that such work is defective, the Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to fees and charges of engineers, architects, attorneys, and other professionals. However, if such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price for such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefore as provided in Articles 11 and 12.

13.4 Owner May Stop the Work:

If the Work is defective, or the Contractor fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other party.

13.5 Correction or Removal of Defective Work:

If required by the Engineer, the Contractor shall promptly either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer, the Contractor shall remove it from the site and replace it with non-defective Work. The Contractor shall bear all direct, indirect, and consequential costs of such correction or removal,

including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, made necessary thereby.

13.6 One Year Correction Period:

If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement, including but not limited to fees and charges of architects, engineers, attorneys and other professionals, shall be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Contract Documents.

13.7 Acceptance of Defective Work:

If, instead of requiring correction or removal and replacement of defective Work, the Owner prefers to accept the Work, the Owner may do so. The Contractor shall bear all direct, indirect, and consequential costs attributable to the Owner's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the Owner shall be entitled to an appropriate decrease in the Contract Price.

XXII. Payments To The Contractor And Completion

14.1 Schedule of Values (Lump-Sum Price Breakdown):

The schedule of values or lump-sum price breakdown established as provided for in the General Requirements shall serve as the basis for progress payments and will be incorporated into a Progress Payment Schedule Form prepared by the Engineer.

14.2 Unit Price Bid Schedule:

Progress payments of unit-priced work will be based upon the number of units completed.

14.3 Progress Payments:

- a. Unless otherwise prescribed by law, on or before the 5th calendar day of each month, the Engineer shall prepare and submit to the Owner for review a Progress Payment Schedule covering measured portions of the Work completed as of the last calendar day of the preceding month, as reported in the inspector's daily reports with such supporting documentation as required by the Contract Documents.
- b. The Net Payment due to the Contractor shall be the Contractor's Total Earnings to date from which will be deducted the amount of retainage specified in the Contract Documents; the total amount of all previous payments made to the Contractor; any liquidated damages as may become due, and; any special deductions in the Contract Price.

14.4 Contractor's Warranty of Title:

The Contractor warrants and guarantees that title to all work, materials, and equipment covered by any application for payment, whether incorporated in the Project or not, will pass to the Owner no later than the time of final payment free and clear of all liens.

14.5 Review of Progress Payment Schedule:

- a. The Owner will review the Progress Payment Schedule and either accepts it for payment, or within seven (7) working days, return it to the Engineer, noting in writing the exceptions taken to the Schedule as submitted. In the latter case, the Engineer shall make the corrections required and resubmit the Schedule to the Owner for processing.
- b. The Owner may refuse to make payment of the full amount recommended by the Engineer because claims have been made against the Owner on account of the Contractor's performance of the work, or Liens have been filed in connection with the work, or there are other items entitling the Owner to a credit against the amount recommended, but the Owner must give the Engineer written notice within seven (7) days of receipt of the Engineer's recommended Progress Payment

Schedule (with a copy to the Contractor) stating the reasons for such action.

14.6 Beneficial Use or Occupancy and Partial Utilization:

- a. Partial Utilization: The Owner shall have the right to utilize or place into service any item of equipment or other usable portion of the work prior to completion of the work. Whenever the Owner plans to exercise said right, the Contractor will be notified in writing by the Owner fourteen (14) days in advance, identifying the specific portion or portions of the work to be so utilized or otherwise placed into service.
- b. It shall be understood by the Contractor that until such written notification is issued, all responsibility for care and maintenance of all items or portions of the work to be partially utilized shall be borne by the Contractor. Upon issuance of said written notice of partial utilization, the Owner will accept responsibility for the protection and maintenance of all such items or portions of the work described in the written notice.
- c. Beneficial Use or Occupancy: The Owner shall have the right, at its option and convenience, to occupy or otherwise make use of all or any part of the project premises at any time prior to substantial completion, fourteen (14) days in advance written notice to the Contractor. Beneficial occupancy or use shall be subject to the following conditions:
 1. The Owner shall use its best efforts to prevent occupancy from interfering with the conduct of the Contractor's remaining work;
 2. The Contractor shall not be required to repair damage to the premises if the same was caused by, or pursuant to, the Owner's occupancy or use;
 3. The one-year correction period for those portions of the premises occupied and equipment used by the Owner shall start as of the date of actual occupancy or use;
 4. Occupancy or use shall not constitute acceptance by the Owner either of the completed work or any portion thereof, nor will it relieve the Contractor from full responsibility for correcting defective work or materials found before completion and acceptance of all the work during the period specified in Article 13.6;
 5. Occupancy or use shall not be deemed to be the equivalent of filing a Notice of Substantial Completion/Notice of Completion or a Cessation of Labor;
 6. There shall be no added cost to the Owner due to pre-completion occupancy or use.

14.7 Substantial Completion:

When the Contractor considers the Work ready for its intended use, the Contractor shall notify the Owner and the Engineer in writing that the Work is substantially complete and request that the Engineer schedule a Final Inspection. Within a reasonable time thereafter, the Owner, the Contractor, and the Engineer shall inspect the Work to determine the status of completion. If the Owner does not consider the Work to be substantially complete, it will request that the Engineer so notify the Contractor in writing, stating the reasons therefore. If the Owner considers the Work substantially complete, with only minor items of corrective work remaining, it will instruct the Engineer to prepare and deliver to the Owner for its execution and recordation six (6) copies of the Notice of Substantial Completion/Notice of Completion, signed by the Engineer and Contractor. As applicable, there shall be attached to the Notice a list of items (punch list) to be completed or corrected before the Final Progress Payment will be made. Upon execution and recordation of the Notice by the Owner, which shall fix the date of Substantial Completion, the Owner will furnish the Contractor with two (2) copies of the executed Notice with punch list attached as applicable. The Contractor shall immediately upon receipt of the executed Notice and attached punch list, begin such corrective work as is required by the Owner and indicated on the punch list. All corrective work must be completed by the Contractor to the satisfaction of the Owner within thirty (30) working days following the date of Substantial Completion as established according to the provisions of this Article 14.7. If, at the expiration of the 30-day correction period, outstanding items of corrective work remain, the Owner may, at its option, accept the work or, in response to extraordinary conditions and at the written request of the Contractor, grant one (1) thirty (30) calendar day extension of time for completion of all outstanding punch list items. If, at the expiration of the 30-day extension period or if at the expiration of the original 30-day corrective work period an additional extension is not granted by the Owner and the Owner accepts the Work with items of corrective work outstanding, the Engineer is directed to deduct up to two (2) times the value of such outstanding items of work from the Final Progress Payment Schedule and the Contractor does hereby waive any and all claims to all monies withheld by the Owner to cover up to two (2) times the value of all uncorrected or incomplete items of the Work. The Engineer shall be the sole and final judge of the value of uncorrected and/or incomplete items of the work.

14.8 Final Progress Payment:

The Final Progress Payment shall comprise all billable items or the Work including billable items of corrective work completed through the end of the Final Progress Payment Period. The Final Progress Payment shall be based on the Final Progress Payment Schedule prepared by the Engineer and shall be calculated as follows: Final Progress Payment due shall equal the sum value of completed items of the Work plus the value of completed Change Order Work less 5% retainage, less Liquidated Damages (as applicable), less Special Reductions (as applicable), less an amount up to two (2) times the value of outstanding items of corrective work (as applicable) and less all previous payments.

14.9 Acceptance by Owner and Final Payment:

At such time that the Contractor has completed all items of corrective work or, upon expiration of the corrective work period(s) in accordance with the provisions of Article 14.7, above, the Contractor shall deliver to the Engineer all documentation called for in these Contract Documents together with complete and legally effective releases or waivers (satisfactory to the Owner) of all claims arising out of or filed in connection with the Work by any vendor, supplier, rental agency, subcontractor or others having directly or indirectly supplied goods, services materials and/or equipment utilized for or incorporated in the construction of the Work. Additionally, and concurrent with the above, the Contractor shall deliver to the Engineer, all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, record documents and other documents, all as required by these Contract Documents. If, on the basis of the Engineer's reports and recommendations and the Owner's examination of the documentation and waivers of claims submitted by the Contractor, the Owner is satisfied that the Work has been completed and that the Contractor's obligations under the requirements of these Contract Documents have been fulfilled, the Owner will, within 15 working days after acceptance of Work by the Owner's governing body, make Final Payment to the Contractor. The amount of the Final Payment shall be calculated as follows: The Value of all completed items of the Work plus the value of completed Change Order Work, less Liquidated Damages (as applicable), less Special Reductions (as applicable), less outstanding claims (as applicable), less up to two (2) times the value of outstanding items of corrective work (as applicable), less total amounts previously paid.

14.10 Contractor's Continuing Obligation:

The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any Progress or Final Payment by the Engineer, nor the issuance of a Notice of Substantial Completion/Notice of Completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any review and approval of a Shop Drawing or sample submittal, will constitute an acceptance of work not in accordance with the Contract Documents or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents.

14.11 Final Payment Terminates Liability of the Owner:

The acceptance by the Contractor of the Final Payment referred to in Article 14.9 herein shall be a release of the Owner and its agents from all claims of liability to the Contractor for anything done or furnished for, or relating to, the Work or for any act or neglect of the Owner or of any person relating to or affecting the Work, except demands made against the Owner for the remainder, if any, of the amounts kept or retained under the provisions of Article 14.9, herein; and excepting all pending, unresolved claims filed prior to the date of the Notice of Substantial Completion/Notice of Completion.

XXIII. Suspension Of Work And Termination

15.1 Suspension of Work by Owner:

The Owner, acting through the Engineer, may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 working days by notice in writing to the Contractor. The Contractor shall resume the Work on receipt from the Engineer of a Notice to Resume Work. The Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if the Contractor makes an approved claim therefore as provided in Articles 11 and 12.

15.2 Termination of Agreement by Owner (Contractor Default):

- a. In the event of default by the Contractor, the Owner may give 14 working days written notice to the Contractor of Owner's intent to terminate the Agreement and provide the Contractor an opportunity to remedy the conditions constituting the default. It shall be considered a default by the Contractor whenever the Contractor shall:

1. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors;

2. Fail to provide materials or workmanship meeting the requirements of the Contract Documents;
3. Disregard or violate provisions of the Contract Documents or Engineer's instructions;
4. Fail to perform the Work according to the approved Progress Schedule; or
5. Fail to provide a Full-Time qualified Superintendent or Project Manager, competent workers, or materials or equipment meeting the requirements of the Contract Documents.

If the Contractor fails to remedy the conditions constituting default within the time allowed, the Owner may the issue the Notice of Termination.

- b. In the event that the Agreement is terminated in accordance with any provision of Article 15.2.a, herein, the Owner shall have the right to take possession of the Work and may complete the Work by whatever method or means the Owner may select. The cost of completing the Work shall be deducted from the balance which would have been due the Contractor had the Agreement not been terminated and the Work completed in accordance with the Contract Documents. If such cost exceeds that balance which would have been due, the Contractor shall pay the excess amount to the Owner. If such cost is less than the balance which would have been due, the Contractor shall not have claim to the difference.

15.3 Termination of Agreement by Owner (For Convenience):

The Owner may terminate the Agreement at any time if it is found that reasons beyond the control of either the Owner or the Contractor make it impossible or against the Owner's interests to complete the Work. In such a case, the Contractor shall have no claims against the Owner except: (1) for the value of the work performed up to the date the Agreement is terminated; and, (2) for the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date the Agreement is terminated, which would have been needed in the work and which meet the requirements of the Contract Documents. The value of work performed and the cost of materials and equipment delivered to the site, as mentioned above, shall be determined by the Engineer in accordance with the procedure prescribed for the preparation of the final Progress Payment Schedule and payment under Articles 14.8 and 14.9.

15.4 Termination of Agreement by Contractor:

The Contractor may terminate the Agreement upon fourteen (14) working days written notice to the Owner, whenever:

- a. The Work has been suspended under the provisions of Article 15.1, herein, for more than ninety (90) working days through no fault or negligence of the Contractor, and Notice to Resume Work or to terminate the Agreement has not been received from the Owner within this time period; or
- b. The Owner should fail to pay the Contractor any monies due in accordance with the terms of the Contract Documents and within sixty (60) working days after presentation to the Owner by the Contractor of a request therefore, unless within said fourteen (14) calendar day period after receipt by Owner of Notification to Terminate, the Owner shall have remedied the condition upon which the payment delay was based.

In the event of such termination, the Contractor shall have no claim against the Owner except for those claims specifically enumerated in Article 15.3, herein, and as determined in accordance with the requirements of said Article.

XXIV. Miscellaneous

16.1 Giving Written Notice:

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

16.2 Title to Materials Found on the Work:

The Owner shall have the right to retain title to all soils, stone, sand, gravel, and other materials developed and obtained from excavations and other operations connected with the Work. Unless otherwise specified in the Contract Documents, neither the Contractor nor any subcontractor shall have any right, title, or interest in or to any such materials. The Contractor will be permitted to use in the Work, without charge, any such materials which meet the requirements of the Contract Documents.

16.3 Right to Audit:

If the Contractor submits a claim to the Owner for additional compensation, the Owner shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the Contractor's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Contractor's plants, or such parts thereof, as may have been engaged in the performance of the Work. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the Owner deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the Owner for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the Owner.

16.4 Asbestos:

If the Contractor during the course of the work observes the existence of asbestos in a structure or building, the Contractor shall promptly notify the Owner and the Engineer. The Owner shall consult with the Engineer regarding removal or encapsulation of the asbestos material and the Contractor shall not perform any work pertinent to the asbestos material prior to receipt of special instructions from the Owner through the Engineer.

END OF SECTION

Part II – Conditions of the Contract

Section 1200 – Supplementary General Conditions

PART II - CONDITIONS OF THE CONTRACT

SECTION 1200 - SUPPLEMENTARY GENERAL CONDITIONS

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SECTION 1200

CONDITIONS OF THE CONTRACT

SUPPLEMENTARY GENERAL CONDITIONS

GENERAL

These Supplementary General Conditions make additions, deletions, or revisions to the General Conditions as indicated herein. All provisions which are not so added, deleted, or revised remain in full force and effect. Terms used in these Supplementary General Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

I. Supplementary Definitions

In addition to the definitions in the provisions of Article 1 of the General Conditions, the following respective supplemental definitions shall apply:

Engineer– The Engineer is the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 District Engineer.

Owner– The Owner is the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6, of Beaumont Texas.

II. Preliminary Matters

2.1 Legal Address of the Owner:

The official, legal address of the Owner shall be 6550 Walden Road, Beaumont, Texas 77707 or such other address as the Owner may subsequently designate in written notice to the Contractor.

2.2 Legal Address of the Engineer

The official, legal address of the Owner shall be 6550 Walden Road, Beaumont, Texas 77707 or such other address as the Owner may subsequently designate in written notice to the Contractor.

III. Contract Documents: Intent, Amending, And Reuse

3.1 Scope:

The Work to be performed under this Contract shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation services, and all fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Specifications, Schedules, Drawings, and other Contract Documents as defined in the Contract, all of which are made a part hereof, and including such detail sketches as may be furnished by the Engineer from time to time during construction in explanation of said Drawings or other Contract Documents. The Work shall be complete, and all work, materials, and services not expressly called for or shown in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the Owner.

3.2 Contract Drawings:

- a. The locations of the Work, its general nature and extent, and the form and general dimensions of the Project and appurtenant works are shown on the Drawings and are hereby made a part of these Contract Documents as listed herein, all bearing the common title:

LIST OF DRAWINGS

Drawing No. Drawing Title

AS SHOWN ON INDEX SHEET OF PLANS

- b. The Contractor will be furnished two (2) sets of Contract Documents without charge. Additional sets will be furnished upon request at the actual cost of reproduction.

IV. Availability Of Lands; Physical Conditions; Reference Points

4.1 Subsurface and Existing Structures:

- a. In the preparation of the Contract Documents, the Engineer has relied upon the following reports of explorations and tests of subsurface conditions at the site of the Work:
- b. The Engineer has also relied upon the following drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Utilities) which are at or contiguous to the site of the Work:
- c. Copies of these reports and drawings may be examined at the office of the Engineer during regular business hours if said reports and drawings are not bound herein. As provided in Article 4.2 of the General Conditions and as identified and established above, the Contractor may rely upon the accuracy of the technical data contained in these reports and drawings which are incorporated in the Contract Documents by reference. However, the interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained in such reports or drawings, which are not a part of the Contract Documents, or the completeness thereof is the responsibility of the Contractor.

V. Bonds And Insurance

5.1 Performance and Other Bond Amounts:

The Contractor shall furnish a satisfactory Performance Bond in the amount of 100 percent (100%) of the Contract Price and a satisfactory Payment Bond in the amount of 100 percent (100%) of the Contract Price.

5.2 Insurance Amounts:

The limits of liability for the insurance required by Article 5.2 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- a. Workers' Compensation: (Under Article 5.2 of the General Conditions):
 - 1. Per Statutory Requirements (See Attachment "A")
 - 2. Employer's Liability: \$ 1,000,000
- b. Comprehensive General Liability and Automobile Liability: (Under Article 5.2 of the General Conditions: shall include completed operations and product liability.)
 - \$ 1,000,000.00 Each Occurrence
 - \$ 5,000,000.00 Annual Aggregate
- c. The JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 shall be named as additional insured.

VI. The Contractor's Responsibilities

6.1 Subcontract Limitations:

In addition to the provisions of Article 6.5 of the General Conditions, the Contractor shall perform not less than 50 percent of the "Services" as shown on the bid form with its own forces. The 50 percent requirement shall be understood to refer to the "Services" line on the bid form, based on estimated quantities.

6.2 Laws and Regulations:

- a. General: The Work is located in the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 County of Jefferson. The Contractor shall comply with all ordinances, regulations, and other lawful requirements of said City and county and of the State, Federal, and other public authorities within their respective jurisdictions governing the work on public property. In particular, the Contractor's attention is directed to the provisions of Section entitled, "Temporary Environmental Controls."
- b. All work hereunder shall conform to or exceed all applicable requirements of OSHA for health and safety on or about the site.

VII. Other Work

No changes, additions, or deletions to the General Conditions

VIII. The Owner's Responsibilities

No changes, additions, or deletions to the General Conditions

IX. The Engineer's Status During Construction

9.1 Duties, Responsibilities and Limitations of Authority of the Inspector:

- a. General: The Inspector, who is the Engineer's representative, will act as directed by and under the supervision of the Engineer and will confer with the Engineer regarding its actions. The Inspector's dealings in matters pertaining to the on-site Work shall in general be only with the Engineer and the Contractor, and dealings with subcontractors shall only be through or with the full knowledge of the Contractor. Written communication with the Owner will be only through or as directed by the Engineer.
- b. Duties and Responsibilities: The Inspector will:
 1. Serve as the Engineer's liaison with the Contractor, working principally through the Contractor's superintendent and will assist said superintendent in understanding the intent of the Contract Documents. Assist the Engineer in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.
 2. Conduct on-site observations of the Work in progress to assist the Engineer in determining if the Work is proceeding in accordance with the Contract Documents.
 3. Report to the Engineer whenever the Inspector believes that any work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspection, tests or approval required to be made or has been damaged prior to final payment; and advise the Engineer when the Inspector believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
 4. Verify that tests, equipment, and system startups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the Engineer appropriate details relative to the test procedures and startups.

5. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the outcome of these inspections, and report to the Engineer.
6. Keep a diary or log book, recording hours on the jobsite, weather conditions, data relative to questions of extras or deductions, instructions given to Contractor, daily activities, observations in general, personnel and equipment, idle equipment and specific observations in more detail as in the case of observing test procedures. Send copies to the Engineer.
7. Furnish the Engineer daily reports of progress of the Work and the Contractor's compliance with the approved progress schedule and schedule of Shop Drawing submittals.
8. Consult with the Engineer in advance of scheduled major tests, inspections, or start of important phases of the Work.
9. Report immediately to the Engineer upon the occurrence of any accident.
10. Submit to the Contractor, a list of observed items requiring completion or correction, before the Engineer prepares a Notice of Substantial Completion/Notice of Completion, as applicable.
11. Conduct final inspection in the company of the Engineer, the Owner and the Contractor and prepare a punch list of items to be completed or corrected.
12. Verify that all items on the punch list have been completed or corrected and make recommendations to the Engineer concerning acceptance.
 - a. Limitations of Authority:
Except upon written instruction of the Engineer, the Inspector:
 1. Shall not authorize any deviation from the Contract Documents or approve any substitute material or equipment.
 2. Shall not exceed limitations on the Engineer's authority as set forth in the Contract Documents.
 3. Shall not undertake any of the responsibilities of the Contractor, subcontractors or Contractor's superintendent, or expedite the Work.
 4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
 5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
 6. Shall not participate in specialized field or laboratory test.

X. Changes In The Work

No changes, additions, or deletions in the General Conditions.

XI. Change Of Contract Price

11.1 Equipment Rental Rates:

For each extra work project to be performed on the basis of time and materials, the Engineer will establish equipment rental rates based on the following information:

1. The Contractor shall supply a detailed list of equipment to be used in completing the extra work. Said list shall identify each basic machine, its attachments, appurtenances, peripheral equipment and external power source(s) (if required) in accordance with the provisions of Article 11.2d.3 of the General Conditions.

2. Based on information supplied in accordance with Article 11.1.1, above, the Engineer will establish a rental rate for each piece of equipment based on the lowest average of any three rate quotations obtained from local rental equipment firms offering similar available equipment, or, if not locally available, upon the "Contractors Equipment Cost Guide" as published by DataQuest.

XII. Change Of Contract Time

12.1 Inclement Weather Delays:

The Contractor's construction schedule shall be based upon the inclusion of **20** days of inclement weather as defined in Article 12.2a of the General Conditions. No request for an extension of Contract time will be considered until the actual number of inclement weather days exceeds the number of days set out herein.

XIII. Warranty And Guarantee; Tests And Inspections; Correction, Removal Or Acceptance Of Defective Work

No changes, additions or deletions to the General Conditions.

XIV. Payments To Contactor And Completion

No changes, additions or deletions to the General Conditions.

XV. Suspension Of Work And Termination

No changes, additions or deletions to the General Conditions.

XVI. Miscellaneous

No changes, additions or deletions to the General Conditions.

Part III – Special Specifications

Department I – General Requirements

Department II – Construction Specifications

PART III - SPECIAL SPECIFICATIONS

DEPARTMENT I - GENERAL REQUIREMENTS

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I. Section 1300: Contractor Submittals

1.01 GENERAL

- A. Wherever submittals are required hereunder, all such submittals by the Contractor shall be submitted to the Engineer.
- B. Within seven (7) working days after the date of commencement as stated in the Notice to Proceed, the Contractor shall submit the following items to the Engineer for review:
 - 1. A Preliminary CPM Construction Schedule indicating the starting and completion dates of the various stages of the work.
 - 2. A preliminary schedule of Shop Drawing, Sample and proposed Substitutes or "Or Equal" submittals.
 - 3. A list of all permits and licenses the Contractor shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.

1.02 SHOP DRAWINGS

- A. Wherever called for in the Contract Documents, or where required by the Engineer, the Contractor shall furnish to the Engineer for review, 3 copies of each submittal. The term "Shop Drawings" as used herein shall be understood to include detail design calculations, shop drawings, fabrication and installation drawings, erection drawings, lists, graphs, operating instructions, catalog sheets, data sheets, and similar items. Said Shop Drawings shall be submitted to the Engineer at a time early enough to allow review of same by the Engineer, and to accommodate the rate of construction progress required under the Contract.
- B. Except as may otherwise be provided herein, the Engineer will return prints of each submittal to the Contractor with its comments noted thereon, within 14 working days following their receipt by the Engineer. The Contractor shall make a complete and acceptable submittal to the Engineer by the second submission of a submittal item. The Owner reserves the right to withhold monies due the Contractor to cover additional cost of the Engineer's review beyond the second submittal.
- C. If one copy of a submittal is returned to the Contractor marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of said submittal will not be required.
- D. If one copy of the submittal is returned to the Contractor marked "AMEND-RESUBMIT," the Contractor shall revise said submittal and shall resubmit 3 copies of said revised submittal to the Engineer.
- E. If one copy of the submittal is returned to the Contractor marked "REJECTED-RESUBMIT," the Contractor shall revise said submittal and shall resubmit 3 copies of said revised submittal to the Engineer.
- F. Fabrication of an item may be commenced only after the Engineer has reviewed the pertinent submittals and returned copies to the Contractor marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED." Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis of claims for extra work.
- G. All Contractor submittals shall be carefully reviewed by an authorized representative of the Contractor, prior to submission to the Engineer. Each submittal shall be dated, signed, and certified by the Contractor, as being correct and in strict conformance with the Contract Documents. In the case of shop drawings, each sheet shall be so dated, signed, and certified. No consideration for review by the Engineer of any Contractor submittals will be made for any items which have not been so certified by the Contractor. All non-certified submittals will be returned to the Contractor without action taken by the Engineer, and any delays caused thereby shall be the total responsibility of the Contractor.
- H. The Engineer's review of Contractor submittals shall not relieve the contractor of the entire responsibility for the correctness of details and dimensions. The Contractor shall assume all responsibility and risk for any misfits due to any errors in Contractor submittals. The Contractor shall be responsible for the dimensions and the design of adequate connections and details.

1.03 CONTRACTOR'S SCHEDULES

- A. The successful Bidder shall, within seven (7) working days of the date of the Notice of Award and prior to issuance of the Notice to Proceed, submit a detailed Critical Path Method (CPM) Construction Schedule, hereinafter called "Schedule". The Schedule shall follow the "Sequence of Work" which is listed in the Scope of Work section of these Contract Documents. The Schedule shall consist of the following:
1. A logic network CPM arrow or precedence diagram of sufficient detail to construct each segment of the project and to construct the total project.
 2. A detailed activities list which includes the following information in tabular form:
 - a. A listing of all submittal, production, procurement and construction management activities;
 - b. The expected duration (in days) of each activity listed;
 - c. The activities upon which the start of each activity depends;
 - d. The resource requirements (manpower, material and equipment) for each activity; and
 - e. An estimated dollar value of each activity such that the sum total value of all activities equals the total dollar value of the Bid.
- B. The Owner will review with the Contractor the proposed CPM schedule submitted by the Contractor. The purpose of this review is to assure adequate planning for the proper and timely execution of the Work and to assist the Owner in appraising the suitability of the proposed network Schedule for construction of the project.
- C. Upon acceptance by the Owner the Schedule will become the basis for monitoring and measuring the progress of the Work. To assure proper tracking of progress throughout the performance of the Work, the Contractor shall maintain and continuously update his detailed network Schedule. The Contractor shall, during the first week of each month and at other times as the Owner may request, furnish to the Owner an updated schedule which is clearly marked to show the actual percent completion of each activity as of the date of the Schedule update. The Contractor shall submit with the Schedule update, a narrative report of the progress made during the period covered by the Schedule update. This report shall outline accomplishments during the reporting period and shall include a discussion of problems encountered and of how those problems have been or will be dealt with. The narrative report shall also include a discussion of changes or other items encountered which, in the opinion of the Contractor, may cause problems to the future progress of the Work. The Contractor shall include in the report a plan of action for overcoming the potential problems stated.
- D. The Owner retains the right to withhold progress payments until the Contractor's updated schedule has been accepted by the Owner.
- E. During the course of the Work the Schedule may be revised by agreement of the Owner and the Contractor. Each revision of the Schedule shall supercede and replace all previous versions of the Schedule.
- The revised Schedule shall include the following information:
1. Date of revision.
 2. Identification of all changes made to the original schedule, including the incorporation of anticipated Change Orders.
 3. Narrative explanation of the reasons for each change.
- F. The Contractor may request Schedule revisions by submitting a revised Schedule in the form outlined above; however, if the Owner cannot agree to the suggested revisions, the Contractor shall make those adjustments as may be required to maintain the original Schedule.
- G. Responsibility for the Contractor's Schedule(s) in all aspects, assumptions and implications, either known or unknown, made or assumed, by the Contractor in the preparation of his Schedule(s), is entirely that of the Contractor. Acceptance of the Contractor's schedule(s) by the Owner shall in no way make the Owner responsible for the execution or non-execution of the Contractor's schedule nor is the Owner responsible or liable in any way for any acts, errors, omissions or negligence

of the Contractor or any sub-contractor or any of the Contractor's or sub-contractor's agents, assigns, servants or employees or any other person, firm or corporation performing or attempting to perform the Work.

1.04 PROPOSED SUBSTITUTES OR "OR EQUAL" ITEMS

- A. For convenience of designation in the Contract Documents, any material, product, or equipment to be incorporated in the Work may be designated under a brand or trade name or the name of a manufacturer and its catalog information. The use of any substitute material, product, or equipment which is equal in quality and utility and possesses the required characteristics for the purpose intended will be permitted, subject to the following requirements:
 - 1. The burden of proof as to the quality and utility of any such substitute material, product, or equipment shall be upon the Contractor.
 - 2. The Engineer will be the sole judge as to the quality and utility of any such substitute material, product, or equipment and its decision shall be final.
- B. Wherever in the Contract Documents the name or the name and address of a manufacturer or supplier is given for material, a product, or equipment, or if any other source of a material, product, or equipment is indicated therefore, such information is given for the convenience of the Contractor only, and no limit, restriction, or direction is indicated or intended thereby, nor is the accuracy or reliability of such information guaranteed. It shall be the responsibility of the Contractor to determine the accurate identity and location of any such manufacturer, supplier, or other source of any material, product, or equipment called for in the Contract Documents.
- C. The Contractor may offer any material, product, or equipment which it considers equal to those specified. Unless otherwise provided by law or authorized in writing by the Engineer, the substantiation of any proposed substitute or "or-equal" material, product, or equipment must be submitted within 30 working days after the execution of the Agreement. The Contractor, at its sole expense, shall furnish data concerning items it has offered as substitute or "or-equal" to those specified. The Contractor shall provide the data required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the substitute or "or-equal" item will fulfill its intended function.
- D. The Contractor's attention is further directed to the requirement that its failure to submit data substantiating a request for a substitution of an "or equal" item within said 30-day period shall be deemed to mean that the Contractor intends to furnish one of the specific brand or trade-named materials, products, or equipment specified in the Contract Documents and the Contractor does hereby waive all rights to offer or use substitute materials, products, or equipment in each such case. Wherever a proposed substitute material, product, or equipment has not been submitted within said 30-day period, or wherever the submission of a proposed substitute material, product, or equipment fails to meet the requirements of the Specifications and an acceptable resubmittal is not received by the Engineer within said 30-day period, the Contractor shall furnish only one of the materials, products, or equipment originally-named in the Contract Documents. Approval by the Engineer of a substitute item proposed by the Contractor shall not relieve Contractor of the responsibility for full compliance with the Contract Documents and for adequacy of the substituted item. The Contractor shall also be responsible for resultant changes and all additional costs which the substitution requires in its work, the work of its subcontractors and of other contractors and shall effect such changes without cost to Owner.

1.05 SAMPLES

- A. Unless otherwise specified, whenever in the Specifications samples are required, the Contractor shall submit not less than 3 samples of each such item or material to the Engineer for approval at no additional cost to the Owner.
- B. Samples, as required herein, shall be submitted for approval a minimum of 14 working days prior to ordering such material for delivery to the job-site, and shall be submitted in an orderly sequence so that dependent materials or equipment can be assembled and reviewed without causing delays in the Work.
- C. All samples shall be individually and indelibly labeled or tagged, indicating thereon all specified physical characteristics and manufacturer's names for identification and submittal to the Engineer for approval. Upon receiving approval of the Engineer, one set of the samples will be stamped and dated by the Engineer and returned to the Contractor, one set will be retained by the Engineer, and one set of samples shall remain at the job site until completion of the Work.
- B. Unless otherwise specified, all colors and textures of specified items will be selected by the Engineer from the

manufacturer's standard colors and standard materials, products, or equipment lines.

1.06 SPARE PARTS LISTS

- A. The Contractor shall furnish to the Engineer 5 identical sets of spare parts information for all mechanical, electrical, and instrumentation equipment. The spare parts list shall include the current list price of each spare part.
- B. The spare parts list shall be limited to those spare parts which each manufacturer recommends be maintained by the Owner in inventory at the plant site. Each manufacturer or supplier shall indicate the name, address, and telephone number of its nearest outlet of spare parts to facilitate the Owner in ordering. The Contractor shall cross-reference all spare parts lists to the equipment numbers designated in the Contract Documents. The spare parts lists shall be bound in standard size, 3-ring, loose-leaf, vinyl plastic hard cover binders suitable for bookshelf storage.

1.07 RECORD DRAWINGS

- A. The Contractor shall keep and maintain, at the job site, one record set of Drawings. On these, it shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to indicate, fully, the Work as actually constructed. These master record drawings of the Contractor's representation of as-built conditions, including all revisions made necessary by addenda, change orders, and the like shall be maintained up-to-date during the progress of the Work.
- B. In the case of those drawings which depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, the record drawings shall be updated by indicating those portions which are superseded by change order drawings or final shop drawings, and by including appropriate reference information describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.
- C. Record drawings shall be accessible to the Engineer at all times during the construction period and shall be delivered to the Engineer upon completion of the work.
- D. Requests for partial payments will not be approved if the record drawings are not kept current, and not until the completed record drawings, showing all variations between the Work as actually constructed and as originally shown on the Contract Drawings or other Contract Documents, have been inspected by the Engineer.
- E. Final payment will not be approved until the Contractor-prepared record drawings have been delivered to the Engineer. Said up-to-date, record drawings may be in the form of a set of prints with carefully plotted information overlaid in pencil.
- F. Upon substantial completion of the Work and prior to final acceptance, the Contractor shall complete and deliver a complete set of record drawings to the Engineer for transmittal to the Owner, conforming to the construction records of the Contractor. This set of drawings shall consist of corrected plans showing the reported location of the Work. The information submitted by the Contractor and incorporated by the Engineer into the Record Drawings will be assumed to be reliable, and the Engineer will not be responsible for the accuracy of such information, nor for any errors or omissions which may appear on the Record Drawings as a result.

END OF SECTION

II. Section 1350: Reference Standards And Abbreviations

1.01 GENERAL

- A. Titles of Sections and Paragraphs: Captions accompanying specification sections and paragraphs are for convenience of reference only, and do not form a part of the Specifications.
- B. Applicable Publications: Whenever in these specifications references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the drawings shall be waived because of any provision of, or omission from, said standards or requirements.

1.02 REFERENCE CODES

- A. Without limiting the generality of other requirements of the specifications, all work specified herein shall conform to or exceed the requirements of all applicable codes and the applicable requirements of the following documents to the extent that the provisions of such documents are not in conflict with the requirements of these Specifications nor the applicable codes.
- B. References herein to "Building Code" or "SSBC" shall mean the Southern Standard Building Code of the Southern Building Code Congress (SBCC). The latest edition of the code as approved and used by the local agency as of the date of award, as adopted by the agency having jurisdiction, shall apply to the Work herein, including all addenda, modifications, amendments, or other lawful changes thereto.
- C. In case of conflict between codes, reference standards, drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the Engineer for clarification and directions prior to ordering or providing any materials or labor. The Contractor shall bid the most stringent requirements.

1.03 REFERENCE STANDARD SPECIFICATIONS AND DRAWINGS

- A. Applicable Standard Specifications: The Contractor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications listed herein; except, that whenever references to "Standard Specifications" are made, the provisions therein for measurement and payment shall not apply.
- B. References in the Contract Documents to "Standard Specifications" shall mean the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 Street Construction Standards and/or the Texas Department of Transportation (TxDOT) 2014 Standard Specifications for construction of highways, streets, and bridges, including all current supplements, addenda, and revisions thereof.
- C. Applicable Standard Drawings: References herein to "Standard Drawings" shall mean the Street Construction Standards of the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 which drawings are hereby incorporated in and made a part of these Contract Documents, by reference.

1.04 SAFETY STANDARDS

References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standard, (OSHA), Code of Federal Regulations (CFR), including all changes and amendments thereto.

1.05 ABBREVIATIONS AND ACRONYMS USED IN THE CONTRACT DOCUMENTS

Wherever in these Specifications references are made to the standards, specifications, or other published data of the various national, regional, or local organizations, such organizations may be referred to by their acronym or abbreviation only. As a guide to the user of these specifications, the following acronyms or abbreviations which may appear in these specifications shall have the meanings indicated herein.

AAMA	Architectural Aluminum Manufacturer's Association
AASHTO	American Association of the State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AGC	Associated General Contractors
AI	The Asphalt Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute, Inc.
APA	American Plywood Association
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
ASQC	American Society for Quality Control
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BBC	Basic Building Code, Building Officials and Code Administrators International
CBM	Certified Ballast Manufacturer's
CLFMI	Chain Link Fence Manufacturer's Institute
CMA	Concrete Masonry Association
CRSI	Concrete Reinforcing Steel Institute
ETL	Electrical Test Laboratories
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
ITE	Institute of Traffic Engineers
MBMA	Metal Building Manufacturer's Association
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NEC	National Electrical Code

NEMA	National Electrical Manufacturer's Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
RIS	Redwood Inspection Service
SAE	Society of Automotive Engineers
SSBC	Southern Standard Building Code, Southern Building Code Congress
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.
WCLIB	West Coast Lumber Inspection Bureau
WCRSI	Western Concrete Reinforcing Steel Institute
WRI	Wire Reinforcement Institute, Inc.
WWPA	Western Wood Products Association

END OF SECTION

III. Section 1400: Quality Control

1.01 SITE INVESTIGATION AND CONTROL

- A. The Contractor shall verify all dimensions in the field and shall check all field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the Work.
- B. The Contractor shall inspect related and appurtenant work and shall report in writing to the Engineer any conditions which will prevent proper completion of the Work. Any required removal, repair, or replacement caused by unsuitable conditions shall be done by the Contractor at its sole cost and expense.

1.02 INSPECTION OF THE WORK

- A. General: The Work shall be conducted under the general observation of the Engineer and shall be subject to inspection by representatives of the Owner to assure strict compliance with the requirements of the Contract Documents.
- B. The presence of the inspector(s) however shall not relieve the Contractor of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is distinctly a duty of the Contractor, and said duty shall not be avoided by any act or omission on the part of the inspector(s).
- C. All materials and articles furnished by the Contractor shall be subject to rigid inspection, and no material or article shall be used in the Work until it has been inspected and accepted by the Engineer or the Owner.
- D. Inspection at Place of Manufacture: Unless otherwise specified, all products, materials, and equipment shall be subject to inspection by the Engineer at the place of manufacture.
- E. The presence of the Engineer at the place of manufacture however, shall not relieve the Contractor of the responsibility for furnishing products, materials, and equipment which comply with all requirements of the Contract Documents.

1.03 SAMPLING AND TESTING

- A. Unless otherwise specified, all sampling and testing shall be in accordance with the Methods prescribed in the current standards of the ASTM, applicable to the class and nature of the article or materials considered; however, the Owner reserves the right to use any generally-accepted system of sampling and testing which, in the opinion of the Engineer, will insure the Owner that the quality of the workmanship is in full accord with the Contract Documents.
- B. Any waiver by the Owner of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bid to assure execution of any necessary corrective or remedial Work, shall not be construed as a waiver or any requirements of the Contract Document.
- C. Notwithstanding the existence of such waiver, and in addition to any testing and inspection performed by any other inspector on behalf of the Owner or any public agency having jurisdiction, the Engineer shall have the right to make independent investigations and tests, and failure of any portion of the Work to meet any of the requirements of the contract Documents, shall be reasonable cause for the Engineer to require the removal or correction and reconstruction of any such work in accordance with the General Conditions.

1.04 TIME OF INSPECTIONS AND TESTS

- A. Samples and test specimens required under the Contract Documents shall be furnished by the contractor and prepared for testing in ample time for the completion of the necessary tests and analyses before the subject materials or articles are to be used. The Contractor shall furnish all required test specimens at its own expense. Except as otherwise provided in the contract Documents, performance of the required tests will be by the Owner; except, that the cost of any test which shows unsatisfactory results shall be borne by the Contractor.
- B. Whenever the Contractor is ready to backfill, bury, cast in concrete, hide, or otherwise cover or make inaccessible any work under the Contract, the Contractor shall notify the engineer not less than 24 hours in advance of beginning any such work of backfilling, burying, casting in concrete, hiding, covering, or making inaccessible any portion of the Work to be inspected, so that the required inspection can be scheduled and performed. Failure of the contractor

to notify the engineer at least 24 hours in advance of any such inspections shall be reasonable cause for the Engineer to require sufficient delay in the Contractor's schedule to allow time for such inspections and any remedial or corrective work required, and all costs of such delays, including its effect upon other portions of the work shall be borne by the contractor.

END OF SECTION

IV. Section 1450: Protection of Existing Facilities

1.01 GENERAL

- A. The Contractor shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation, all in accordance with requirements of the Contract Documents.
- B. The Contractor shall verify the exact locations and depths of all utilities shown and the Contractor shall make exploratory excavations of all utilities that may interfere with the Work. All such exploratory excavations shall be performed as soon as practicable after award of contract and, in any event, a sufficient time in advance of construction to avoid possible delays to the Contractor's work. When such exploratory excavations show the utility location as shown to be in error, the Contractor shall so notify the Engineer.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

1.02 RIGHTS-OF-WAY

The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, or electric transmission line; any fence; or any other structure, nor shall the Contractor enter upon the rights-of-way involved until notified by the Engineer that the Owner has secured authority therefore from the proper party. After authority has been obtained, the Contractor shall give said party due notice of its intention to begin work, and shall give said party convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same. When 2 or more contracts are being executed at one time on the same or adjacent land in such manner that work on one contract may interfere with that on another, the Owner shall determine the sequence and order of the Work. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the Owner to the Contractor so desiring, to the extent, amount, in the manner, and at the times permitted. No such decision as to the method or time of conducting the Work or the use of territory shall be made the basis of any claim for delay or damage, except as provided for temporary suspension of the Work in Article 15 of the General Conditions of the Contract.

1.03 PROTECTION OF STREET OR ROADWAY MARKERS

The Contractor shall not destroy, remove, or otherwise disturb any existing survey markers or other existing street or roadway markers without proper authorization. No pavement breaking or excavation shall be started until all survey or other permanent marker points that will be disturbed by the construction operations have been properly referenced for easy and accurate restoration. It shall be the Contractor's responsibility to notify the proper representatives of the Owner of the time and location that work will be done. Such notification shall be sufficiently in advance of construction so that there will be no delay due to waiting for survey points to be satisfactorily referenced for restoration. All survey markers or points disturbed by the Contractor without proper authorization by the Engineer, will be accurately restored by the Owner at the Contractor's expense after all street or roadway resurfacing has been completed.

1.04 RESTORATION OF PAVEMENT

- A. General: All paved areas including asphaltic concrete beams cut or damaged during construction shall be replaced with similar materials and of equal thickness to match the existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in the Contract Documents or in the requirements of the agency issuing the permit. All temporary and permanent pavement shall conform to the requirements of the affected pavement owner. All pavements which are subject to partial removal shall be neatly saw cut in straight lines.
- B. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the Contractor shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.
- C. Permanent Resurfacing: In order to obtain a satisfactory junction with adjacent surfaces, the Contractor shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement. Damaged edges of pavement along excavations and elsewhere shall be trimmed back by saw cutting in straight lines. All pavement restoration and other facilities restoration shall be constructed to finish grades compatible with adjacent undisturbed pavement.

- D. Restoration of Sidewalks or Private Driveways: Wherever sidewalks or private roads have been removed for purposes of construction, the Contractor shall place suitable temporary sidewalks or roadways promptly after backfilling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of time is so fixed, the Contractor shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.

1.05 EXISTING UTILITIES AND IMPROVEMENTS

- A. General: The Contractor shall protect all Underground Utilities and other improvements which may be impaired during construction operations. It shall be the Contractor's responsibility to coordinate with utility owners to ascertain the actual location of all existing utilities and other improvements that will be encountered in its construction operations, and to see that such utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.
- B. Utilities to be Moved: In case it shall be necessary to move the property of any public utility or franchise holder, such utility company or franchise holder will be notified by the Contractor to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the utility company a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.
- C. Owner's Right of Access: The right is reserved to the Owner and to the owners of public utilities and franchises to enter at any time upon any public street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work of this Contract.
- D. Underground Utilities Shown or Indicated: Existing utility lines that are shown or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and backfilling and, if damaged, shall be immediately repaired at the Contractor's expense.
- E. Underground Utilities Not Shown or Indicated: In the event that the Contractor damages any existing utility lines that are not shown or the locations of which are not made known to the Contractor prior to excavation, a written report thereof shall be made immediately to the Engineer. Damage should also be immediately reported to the utility owner so that emergency repairs, if required, can be accomplished without delay. Payment for repairs to damaged utilities shall be the sole responsibility of the Contractor.
- F. Maintaining in Service: All oil and gasoline pipelines, power, and telephone or other communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the Work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the Engineer are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable. The Contractor shall be responsible for repair of all damage due to its operations, and the provisions of this Section shall not be abated even in the event such damage occurs after backfilling or is not discovered until after completion of the backfilling.

1.06 TREES WITHIN STREET RIGHTS-OF-WAY AND PROJECT LIMITS

- A. General: The Contractor shall exercise all necessary precautions so as not to damage or destroy any trees or shrubs, including those lying within street rights-of-way and project limits, and shall not trim or remove any trees unless such trees have been approved for trimming or removal by the jurisdictional agency or Owner. All existing trees and shrubs which are damaged during construction shall be trimmed or replaced by the Contractor or a certified tree company under permit from the jurisdictional agency or Owner and to the satisfaction of said agency and/or the Owner. Tree trimming and replacement shall be accomplished in accordance with the following paragraphs.
- B. Trimming: Symmetry of the tree shall be preserved; no stubs or splits or torn branches left; clean cuts shall be made close to trunk or large branch. Spikes shall not be used for climbing live trees. All cuts over 1-1/2 inches in diameter shall be coated with an asphaltic emulsion material.
- C. Replacement: The Contractor shall immediately notify the jurisdictional agency and/or the Owner if any tree is damaged by the Contractor's operations. If, in the opinion of said agency or the Owner, the damage is such that replacement is necessary, the Contractor shall replace the tree at its own expense. The tree shall be of a like size and variety as the tree damaged, or, if of a smaller size, the Contractor shall pay to the owner of said tree a compensatory payment acceptable to the tree owner, subject to the approval of the jurisdictional agency or owner. The size of the trees shall be not less

than 1-inch diameter nor less than 6 feet in height.

1.07 NOTIFICATION BY THE CONTRACTOR

Prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way the Contractor shall notify the respective authorities representing the owners or agencies responsible for such facilities not less than 2 days nor more than 7 days prior to excavation so that a representative of said owners or agencies can mark, on the ground, the location and routing of said facilities and may, if they so choose, be present during excavation and backfill.

END OF SECTION

V. Section 1460: Temporary Utilities

1.01 GENERAL

The Contractor shall provide plant and equipment that is adequate for the performance of the Work under this Contract within the time specified. All plant and equipment shall be kept in satisfactory operating condition, shall be capable of safely and efficiently performing the required work, and shall be subject to inspection and approval by the Owner's representative at any time within the duration of the Contract. All work hereunder shall conform to the applicable requirements of the OSHA Standards for Construction.

1.02 POWER AND LIGHTING

- A. Power: The Contractor shall provide all necessary power required for its operations under the Contract, and shall provide and maintain all temporary power lines required to perform the Work in a safe and satisfactory manner.
- B. Construction Lighting: All Work conducted at night or under conditions of deficient daylight shall be suitably lighted to insure proper Work and to afford adequate facilities for inspection and safe working conditions.
- C. Approval of Electrical Connections: All temporary connections for electricity shall be subject to approval of the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6/Code Enforcement Department, the Engineer and the power company representative, and shall be removed in like manner at the Contractor's expense prior to final acceptance of the Work.
- D. Separation of Circuits: Unless otherwise permitted by the Engineer, circuits separate from lighting circuits shall be used for all power purposes.
- E. Construction Wiring: All wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place. All electrical facilities shall conform to the requirements of Subpart K of the OSHA Safety and Health Standards for Construction.

1.03 WATER SUPPLY

- A. General: The Contractor shall provide an adequate supply of water of a quality suitable for all domestic and construction purposes.
- B. The Contractor shall provide and operate all pumping facilities, pipelines, valves, hydrants, storage tanks, and all other equipment necessary for the adequate development and operation of the water supply system. Water used for domestic purposes shall be free of contamination and shall conform to the requirements of the State and local authorities for potable water. The Contractor shall be solely responsible for the adequate functioning of its water supply system and shall be solely liable for any claims arising from the use of same, including discharge of waste or water there-from.
- C. Potable Water: All drinking water on the site during construction shall be furnished by the Contractor and shall be bottled water or water furnished in approved dispensers. Notices shall be posted conspicuously throughout the site warning the Contractor's personnel that piped water may be contaminated.
- D. Water Connections: The Contractor shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission of the Beaumont Public Utilities Department. For each such connection to be made City personnel will attach to the fire hydrant or pipeline a valve and a meter through which all water to be used by the Contractor shall be drawn.
- E. Removal of Water Connections: Before final acceptance of the Work on the project, all temporary connections and piping installed at the request of the Contractor shall be entirely removed, and all affected improvements shall be restored by the Contractor to their original condition, or better, to the satisfaction of the Engineer and to the agency owning the affected utility.
- F. Fire Protection: The Contractor's fire protection program shall conform to the requirements of Subpart F of the OSHA Standards for Construction. Responsible persons shall be designated and instructed in the operation of such fire apparatus necessary to prevent or minimize the hazard of fire.

1.04 SANITATION

- A. Toilet Facilities: Fixed or portable chemical toilets shall be provided, at Contractor's expense, wherever needed for the use of its employees. Toilets at construction job sites shall conform to the requirements of Subpart D, Section 1926.51 of the OSHA Standards for Construction.
- B. Sanitary and Other Organic Wastes: The Contractor shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Engineer and in accordance with all laws and regulations pertaining thereto.

END OF SECTION

VI. Section 1480: Temporary Environmental Control

1.01 EXPLOSIVES AND BLASTING

- A. The use of explosives on the Work will be subject to the approval of the Engineer. All operations involving the handling, storage, and use of explosives shall be conducted in accordance with the requirements of Subpart U of the OSHA Standards for Construction, and in accordance with all local laws and regulation.
- B. Only skilled workers under experienced supervision shall be permitted to use explosives. The Contractor will be held responsible for and shall make good any damage caused by blasting or otherwise resulting from its possession or use of explosives on the work.

1.02 DUST ABATEMENT

The Contractor shall furnish all labor, equipment, and means required and shall carry out effective measures wherever and as often as necessary to prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity. The Contractor shall be responsible for any damage resulting from any dust originating from its operations. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the Engineer.

1.03 RUBBISH CONTROL

During the progress of the Work, the Contractor shall keep the site of the Work and other areas used by it in a neat and clean condition, and free from any accumulation of rubbish. The Contractor shall dispose of all rubbish and waste materials of any nature occurring at the Work site, and shall establish regular intervals of collection and disposal of such materials and waste. The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of all rubbish and surplus materials shall be off the site of construction in accordance with local codes and ordinances governing locations and methods of disposal, and in conformance with all applicable safety laws, and to the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

1.04 FEDERAL WATER POLLUTION CONTROL ACT

The Contractor's attention is directed to the Federal Water Pollution Control Act Amendments of 1972 (Public Law 92-500) which requires a Corps of Engineers permit under Section 404 of the Act, for the discharge of one cubic yard or more of any dredged or fill material into "navigable waters" as defined in "Permits for Activities in Navigable Waters or Ocean Waters", paragraph (d)(2), Federal Register of 25 July 1975, page 3134.

1.05 CHEMICALS

All chemicals used during project construction or furnished for project operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of all such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer.

1.06 SOIL EROSION AND TRACKING CONTROL

- A. Throughout the entire course of construction of the Work as described in these Contract Documents, the provisions of the Code of Ordinances of the JEFFERSON COUNTY DRAINAGE DISTRICT NO.6, Section 28-20.9, Subparagraphs (b) and (c) shall apply, to wit:
 - "(b) Loose dirt, mud, clay, rocks, construction materials and other debris deposited upon any public highway, street and sidewalk or private property as a result of construction or demolition operations shall be immediately removed by the Contractor. Construction and demolition sites shall be kept clean and orderly at all times.
 - (c) The prime Contractor or Developer of a construction or demolition site shall be responsible for maintaining the site as required by this section (Ord. No. 88-97, Section 1, 11-22-99)"

As pertains to these Contract Documents, the term "deposited", above, shall be construed to include dropping, tracking, silting, eroding or any other method of transport by which, as a result of this Work, any foreign material is placed

intentionally, unintentionally, carelessly or otherwise on any public way. The removal of such materials shall be at the sole cost and responsibility of the Contractor.

- B. Drainage facilities, including storm drains, catch basins, manholes, lines and ditches, and including existing facilities and those being constructed, shall be protected during the construction of this work from the incursion of silt, rubble, lumber or other such construction or natural materials, on or adjacent to the site of the work, which may be washed, pushed, dropped or otherwise deposited in a drainage facility. Applicable provisions of Regulations of the U.S. Environmental Protection Agency (EPA), the Texas Natural Resource Conservation Commission (TNRCC) and other such agencies as may have interest in this area shall govern.

END OF SECTION

VII. Section 1500: Summary of Work

1.01 GENERAL

The Work to be performed under this Contract shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally so specified or shown, at no increase in cost to the Owner.

1.02 SCOPE OF WORK COVERED BY THESE CONTRACT DOCUMENTS

A. The Work of this Contract comprises the construction of:

6" Reinforced Concrete Pavement, Curb and Gutter

B. The Work is located within the limits of Jefferson County, Texas.

1.03 BEGINNING AND COMPLETION OF THE WORK

Time is the essence of the Contract. In accordance with the provisions of Article 2 of the Agreement, the Contractor shall begin the Work on the date specified in the written Notice to Proceed from the Owner, and shall complete all of the Work included in the Contract within the time specified in said Notice. Time stated for completion shall include final cleanup of the premises.

1.04 CONTRACT METHOD

A. The Work, hereunder, will be constructed under a single unit-price contract.

B. The Contractor shall include the requirements of the General Conditions and Supplementary General Conditions of this Contract as a part of all of its subcontract agreements.

1.05 ORDER OF THE WORK

The Work shall be carried on at such places on the project and also in such order of precedence as may be found necessary by the Engineer to expedite completion of the Project. After work has begun on any portion of a designated part of the Project, it shall be carried forward to its final completion as rapidly as practicable. The order and time to complete shall conform to the requirements of the approved Contractor's schedule as submitted under the provisions for "Contractor's Schedules" in Section entitled, "Contractor Submittals."

1.06 WORK BY OTHERS

A. Concurrent Work: The Contractor's attention is directed to the fact that work may be conducted at or adjacent to the site by the Owner and/or by other contractors during the performance of the Work under this contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the Work of such other contractors, or Owner, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform their respective contracts or work.

B. Interference with Work on Utilities: The Contractor shall cooperate fully with all utility forces of the Owner or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the Work, and shall schedule the Work so as to minimize interference with said relocation, altering, or other rearranging of facilities.

1.07 WORK SEQUENCE

A. The Contractor's attention is directed to the fact that during the period of time identified for this contract, no interruption in infrastructure system can be accommodated, and the Contractor shall so schedule its construction operations that no interference with the operation of the system will occur during this critical period.

- B. Access to the site is limited to the hours of 7:00 a.m. to 5:00 p.m. on normal work days, unless otherwise authorized by the Engineer.

1.08 BASE LINES AND GRADES

- A. General: The Engineer will establish points of curvature, points of tangency, one bench mark near the beginning of project and center line offsets at the point of beginning of project and at the first point of curvature occurring thereafter. Any of the above controls which are disturbed during construction will be reset by the Contractor.
- B. When required by these Contract Documents, the Contractor shall provide the services of a Professional Surveyor, registered with the State of Texas, to verify, layout and maintain all lines, grades and controls necessary for the successful and proper completion of the work, based on those controls established by the Engineer. Services shall include, at no extra cost to Owner, those revisions to the original plans layout which the Engineer determines necessary to the successful and proper completion of the work. The services of a Registered Professional Surveyor shall be bid as a Pay Item within the standard base contract bid amount to be paid on a station to station basis concurrent with right-of-way preparation.

1.09 CONTRACTOR USE OF PROJECT SITE

The Contractor's use of the project site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities, and field offices.

1.10 OWNER USE OF THE PROJECT SITE

When the Contractor's work involves rehabilitation of or extension to the existing facilities, the Owner may utilize all or part of the existing site during the entire period of the construction for the conduct of the Owner's normal operations. The Contractor shall cooperate with the Owner and Engineer to minimize interference with the Contractor's operations and to facilitate the Owner's operations. In any event, the Owner shall be allowed access to the project site during the period of construction.

1.11 PARTIAL UTILIZATION OF THE WORK BY OWNER

- A. The Owner will take partial utilization of the Work upon completion of the portion of the work. Partial utilization will involve the placing into service of completed section during the period when ordered by the Engineer.
- B. The Contractor is hereby advised that the Owner will accept the responsibility for the maintenance and protection of the specific portion of the project so used. The Contractor shall retain full responsibility for satisfactory operation of the total project, however.

1.12 PROJECT MEETINGS

- A. Mandatory Preconstruction Conference: Prior to the commencement of Work at the site, a mandatory preconstruction conference will be held at a mutually agreed time and place which shall be attended by the Contractor, its on-site superintendent, and its subcontractors as appropriate. Other attendees will include representatives of the Engineer and the Owner.
- B. Unless previously submitted to the Engineer, the Contractor shall bring to the preconstruction conference one copy each of the CPM progress schedule and the Shop Drawing/Sample/Substitute or "Or Equal" submittal schedule.

END OF SECTION

VIII. Section 1550: Site Access And Storage

1.01 TRANSPORTATION FACILITIES

- A. General: The Contractor shall investigate the availability of sidings and shall make all arrangements with the railroad company for any siding or other facilities necessary for the delivery of materials to be used on the Work.
- B. Highway Limitations: The Contractor shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to and from the site of the Work. It shall be the Contractor's responsibility to construct and maintain any access or haul roads required for its construction operations.

1.02 CONTRACTOR'S WORK AND STORAGE AREA

The Contractor shall make its own arrangements for any required off-site storage or shop areas necessary for the proper execution of the Work.

1.03 TEMPORARY STREET USE

- A. Street Use: Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alleyway, or parking area during the performance of the Work hereunder, and it shall so conduct its operations as not to interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas.
- B. No streets shall be closed to the public without first obtaining the permission of the Engineer and the proper governmental authority. Where excavation is being performed in primary streets or highways, one lane of traffic shall be kept open in each direction at all times unless otherwise provided in the Contract Documents or under the terms of public agency permits.
- C. Toe boards shall be provided to restrict movement of excavated material if required by the Engineer or the Agency having jurisdiction over the street or highway.
- D. Fire hydrants on or adjacent to the Work shall be kept accessible to fire-fighting equipment at all times.
- E. Temporary provisions shall be made by the Contractor to assure the continuous, safe use of sidewalks and the proper functioning of all gutters, sewers, inlets, and other drainage facilities.
- F. Wherever necessary or required for the convenience of the public or individual residents or business places at street or highway crossings, private driveways, or elsewhere, the Contractor shall provide suitable temporary bridges or steel plates over unfilled excavations, except in such cases as the Contractor shall secure the written consent of the individuals or authorities concerned to omit such temporary bridges or steel plates, which written consent shall be delivered to the Engineer prior to beginning the excavation. All such bridges or steel plates shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges or steel plates for street and highway crossings shall conform to the requirements of the authority having jurisdiction in each case, and the Contractor shall adopt designs furnished by said authority for such bridges or steel plates, or shall submit designs to said authority for approval, as may be required.
- G. Traffic Control: For the protection of traffic in public or private streets and ways, the Contractor shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of the latest version of "Texas Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations", published by the Texas Department of Transportation (TxDOT).
- H. The Contractor shall take all necessary precautions for the protection of the Work and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The Contractor shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of Subpart G of the OSHA Safety and Health Standards.

1.04 TEMPORARY STREET CLOSURE

If closure of any street is required during construction, a formal application for a street closure shall be made to the authority having jurisdiction at least 7 working days prior to the required street closure in order for the agency having jurisdiction to determine the necessary signing and detour requirements to be provided by the Contractor.

END OF SECTION

IX. Section 1600: Materials And Equipment

1.01 GENERAL

The word "Products", as used herein, is defined to include purchased items for incorporation into the Work, regardless of whether specifically purchased for the Project or taken from Contractor's stock of previously purchased products. The word "Materials" is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of work. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in Contract Documents, including "specialties", "systems", "structure", "finishes", "accessories", "furnishings", "special construction", and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

1.02 QUALITY ASSURANCE

- A. Source Limitations: To the greatest extent possible for each unit of work, the Contractor shall provide products, materials, or equipment of a singular generic kind from a single source.
- B. Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product, material, or equipment, the Contractor shall select an option which is compatible with other products, materials, or equipment already selected. Compatibility is a basic general requirement of product/material selections.

1.03 PRODUCT DELIVERY-STORAGE-HANDLING

The Contractor shall deliver, handle, and store products in accordance with manufacturer's written recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

1.04 TRANSPORTATION AND HANDLING

- A. Products shall be transported by methods suitable to avoid product damage and shall be delivered in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B. The Contractor shall provide equipment and personnel to handle products, materials, and equipment, including those provided by Owner, by methods to prevent soiling and damage.
- C. The Contractor shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

1.05 STORAGE AND PROTECTION

- A. Products shall be stored in accordance with manufacturer's written instructions, with seals and labels intact and legible. Sensitive products shall be stored in weather-tight enclosures and temperature and humidity ranges shall be maintained as required by manufacturer's written instructions.
- B. For exterior storage, fabricated products shall be placed on sloped supports above ground. Products subject to deterioration shall be covered with impervious sheet covering with ventilation provided to avoid condensation.
- C. Loose granular materials shall be stored on solid surfaces in a well-drained area and shall be prevented from mixing with foreign matter.
- D. Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.
- E. Storage shall be arranged in a manner to provide access for inspection and maintenance of stored items.

1.06 ENCLOSED STORAGE

- A. Products subject to damage by the elements shall be stored in substantial, weather-tight enclosures.
- B. Temperature and humidity shall be maintained within ranges stated in manufacturer's written instructions.
- C. The Contractor shall provide humidity control and ventilation for sensitive products as required by manufacturer's written instructions.
- D. Unpacked and loose products shall be stored on shelves, in bins, or in neat groups of like items.

1.07 EXTERIOR STORAGE

- A. The Contractor shall provide substantial platforms, blocking, or skids to support fabricated products above ground and shall slope the storage area to provide drainage. Products shall be protected from soiling and staining.
- B. Products subject to discoloration or deterioration from exposure to the elements shall be covered with impervious sheet material. Ventilation shall be provided to avoid condensation.
- C. Loose granular materials shall be stored on clean, solid surfaces such as pavement, or on rigid sheet materials to prevent mixing with foreign matter.
- D. Surface drainage shall be provided to prevent erosion and ponding of water.
- E. The Contractor shall prevent mixing of refuse or chemically injurious materials or liquids.

END OF SECTION

X. Section 1700: Project Closeout

1.01 FINAL CLEANUP

The Contractor shall promptly remove from the vicinity of the completed work, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the Owner will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final cleanup of the project site.

1.02 CLOSEOUT TIMETABLE

The Contractor shall establish dates for equipment testing, acceptance periods, and on-site instructional periods (as required under the Contract). Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the Owner, the Engineer, and their authorized representatives and consultants sufficient time to schedule attendance at such activities.

1.03 FINAL SUBMITTALS

The Contractor, prior to requesting its final progress payment, shall submit the following items to the Engineer for transmittal to the Owner:

1. Written guarantees or warranties, where required;
2. Maintenance stock items, spare parts, special tools;
3. Completed Record Drawings;
4. Bonds for roofing, maintenance, etc., as required hereunder;
5. Certificates of inspection and acceptance by local governing agencies having jurisdiction; and
6. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

1.04 COMPLETION OF THE WORK

- A. Completion of the Work, as the term is used in this Contract shall mean substantial completion of the Work. Substantial completion shall exist where there has been no willful departure from the terms of the Contract, and no omission in essential points, and the Contract has been honestly and faithfully performed in its material and substantial particulars, and the only variance consists of relatively unimportant omissions or defects, and the Work can be used or occupied for the purpose for which it was intended.
- B. The date of substantial completion of the Project shall be the date when the construction is sufficiently complete, in accordance with the Contract Documents, as modified by any change orders agreed to by the parties, so that the Owner can occupy or utilize the project for the use for which it was intended and the legislative body of the Owner has accepted the Project as evidenced by execution and recording of a Notice of Substantial Completion/Notice of Completion.

1.05 REMAINING PUNCH LIST ITEMS

- A. Upon attaining substantial completion as defined in Paragraph 1.04, above, and upon acceptance of the Work by the Owner, by agreement between the parties some small outstanding punch list items may remain to be completed by the Contractor. As provided in Article 14.7 of the General Conditions, the Owner shall have the right to retain an amount of money from the final progress payment due the Contractor, equal to 2 times the estimated value of such outstanding punch list items. The Contractor hereby agrees to complete all such outstanding punch list items within 30 working days following the date of the Notice of Substantial Completion.
- B. As provided in Article 14.7 of the General Conditions, failure of the Contractor to complete or correct all such outstanding punch list work to the satisfaction of the Engineer within 30 working days following acceptance and Notice of Substantial Completion, shall constitute a waiver by the Contractor of all rights to any and all claims it may have to all monies withheld by the Owner under the Contract to cover the value of such uncompleted or uncorrected items.

1.06 MAINTENANCE AND GUARANTY

- A. The Contractor shall comply with the maintenance and guarantee requirements contained in Article 13 of the General Conditions.
- B. Replacement of earthfill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the Contractor which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work.
- C. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the Owner. If the Contractor fails to make such repairs or replacements promptly, the Owner reserves the right to do the work or to have the work done by others and the Contractor and its Surety shall be liable to the Owner for the cost thereof.

1.07 EXTENSION OF PERFORMANCE BOND

The Contractor shall provide a bond to guarantee performance of the provision contained in Paragraph entitled "Maintenance and Guarantee", Article 1.06 and Article 13 of the General Conditions.

END OF SECTION

PART III - SPECIAL SPECIFICATIONS

DEPARTMENT II – CONSTRUCTION SPECIFICATIONS

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DEPARTMENT II - CONSTRUCTION SPECIFICATIONS

I. General And Bid Item Notes

1. The Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, Adopted November 2014, will govern all specifications not directly addressed in this document.
2. Direct attention to comply with all ordinances and regulations of local municipal and county governments and the TCEQ (Texas Commission on Environmental Quality), which may be applicable on this project. General Construction Permit may be obtained online at <https://www.tceq.texas.gov/permitting/stormwater> through TCEQ. A Notice to Proceed will not be issued until all Permits are submitted to the City of Beaumont Public Works-Engineering Department for review. This will not be paid for directly and will be considered subsidiary to various bid items.
3. Any storm water permit and associated fees required for construction of this project shall be at the contractor's expense. Also, any temporary erosion, sediment and water control measures required shall be in accordance with the details shown in the plans, and all work and materials required will not be paid for directly but considered subsidiary to various bid items. Erosion control logs are to be utilized at every inlet within the affected area of construction and should remain in place throughout the duration of construction. Contractor shall submit SW3P plan prior to the start of construction. This will not be paid for directly and will be considered subsidiary to various bid items.
4. Procure all the necessary city and/or county permits and licenses before the start of this project.
5. Before excavating near existing utilities, contact the utility companies or the utility coordinating committee for exact locations to prevent damage or interference with present facilities. Notify the utility coordinating committee and the Texas One Call System at the following numbers:

Texas One Call, toll-free 1-800-245-4545

AT&T Communications
555 Main - Room 20760
Beaumont, Texas 77701
(409) 839-1666
Ray Hillin

Entergy Distribution
North 11th/ Street
Beaumont, Texas 77701
(409) 785-2136
Brian Cross

CenterPoint Energy Entex
6090 College
Beaumont, Texas 77707
(409) 860-7111
Robert Young

Spectrum
602 N. Hwy 69
Nederland, Texas 77627
(409) 720-5565
Adam LaRive

City of Beaumont
City Utilities
(409) 785-4720
Edward Brown

City of Beaumont
Public Works-Engineering
(409) 880-3725
David Tingle,

Inspections:

1. All Inspections shall be performed by the City of Beaumont.
2. City of Beaumont will determine if night work or weekend work is allowed.

This action does not relieve the Contractor of the responsibilities under the terms of the contract or the plans and specifications. Damage caused by the Contractor's operations shall be repaired and restored to service in a timely manner at no expense to DD6.

6. The approximate location of the known underground utility installations is as shown on the plans. Confirm the location of these utility lines and the exact location of any others which may exist. Assume full responsibility for notifying the utility involved in case of conflict or damage and he/she shall be responsible for damage that occurs due to his/her negligence. Remove and dispose of abandoned lines encountered that interfere with the construction of this project. Consider this work to be subsidiary to the various bid items of the contract.
7. Allow DD6 & City forces to enter this project to accomplish such work as shown in the plans (by others) and as may be deemed necessary by the engineer.
8. Maintain for the duration of this project, those sections of existing and proposed travel ways and appurtenances which are to be constructed, reconstructed, or modified under this project. City forces will maintain the existing sections of roadway and its appurtenances not a part of this project. Any portion of roadway and its appurtenances damaged by the contractor's forces shall be repaired by the contractor at his/her expense.
9. Place all equipment and vehicles not in operation a minimum of 10 feet from the travel way unless protected behind positive barrier. All damages caused by the Contractor shall be repaired at his/her expense. Protect all areas of the right of way which are not included in the actual limits of the proposed construction areas from destruction. Restore any damaged areas to original or better condition. No payment will be made for this work.
10. Assume ownership for all designated waste material and dispose of it at a place off of the right of way, as approved by the engineer.
11. Take reasonable measures to avoid the death of any migratory birds, their young or their eggs.

12. Control the dust caused by construction operations. For sweeping the finished concrete pavement, use one of the following types of sweepers or equal:

Tricycle Type
Wayne Series 900
Elgin White Wing
Elgin Pelican
Mobile TE-4

Truck Type -4 Wheel
M-B Cruiser II
Wayne Model 945
Mobile TE-3
Murphy 4042

13. The contractor shall be responsible for all maintenance of the travel way and appurtenances within the barricades for the duration of the project. Ingress and egress to adjacent property shall be maintained by the contractor at all times.

14. If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing the power lines or other protective measures required are at no expense to DD6. If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.

15. Material on hand will not be paid for.

16. Prior to final acceptance, all new and existing structures and extensions shall be cleaned and free of debris and dirt and all outfall channels unobstructed. This work will not be paid for directly but will be considered subsidiary to the various bid items.

17. Move existing signs, mailboxes, delineators and any other similar obstructions that interfere with construction to temporary locations approved by the engineer. Move them back to their permanent positions when the work progresses to the point where this is possible. Place the sign post back in accordance with the applicable standard sheets. This will not be paid for directly and will be considered subsidiary to various bid items.

18. Maintain adequate drainage throughout the limits of the project during all construction phases.

19. Verify material quantities and dimensions prior to ordering materials.

20. The Contractor will establish the project control point, points, or tangency, PI's (points of intersection), point of curvature (PC, PI, and PT) and bench marks at the beginning and end of the project on the plan view only. Contractor shall establish and maintain these points throughout construction. There will be no separate payment for this work, but it shall be considered subsidiary to various bid items.

21. When design details are not shown on the traffic control plans, provide signs and arrows conforming to the latest "Texas M.U.T.C.D." manual. The traffic control plan for the DD6 Project can be revised at DD6, However the Contractor must get an approved TCP from the City of Beaumont. This will not be paid for directly but shall be considered subsidiary to the various bid items.

22. All materials, labor and incidentals required for the contractor to provide for traffic across the streets and for temporary ingress and egress to private property shall be furnished by the contractor at no additional cost to DD6 and shall be considered as incidental to the various bid items in this project.

23. Expansion Joints to be placed at the end of each curve radius and at intervals not to exceed 30 feet on straight sections and should at minimum align to match existing construction joints.

24. Longitudinal Joints, construction Joints and Warp cuts shall be installed as shown on construction detail sheet and should at minimum match alignment of existing joints. Maximum spacing between joints not to exceed 30 feet.

25. Any saw-cutting required for the project shall not be paid for directly but shall be considered subsidiary to various bid items.

26. The Contractor will notify the Engineer 48 hours in advance of completed work per site. The Engineer will inspect each site and submit a punch list per location to the Contractor as necessary. The Contractor will not demobilize from site until the Engineer has approved all work including punch list items.

End of General Notes

Specifications

Item 5: Control of Work

1. Station the project prior to commencing work. Mark the stations every 100 feet. Maintain stationing throughout the duration of the project. Remove the station markings at the completion of the project. Consider this work to be subsidiary to the various bid items of the contract.

Item 7: Legal Relations and Responsibilities

1. Furnish all materials, labor and incidentals required to provide for traffic across the street and for temporary ingress and egress to private property. Consider this work to be subsidiary to the various bid items of the contract.

Item 8: Prosecution and Progress

1. Compute and charge calendar days in accordance with Article 8.3.1.4, "Standard Workweek" & Article 8.3.1.6, "Other". Monday through Friday with the option of working Saturdays when the Engineer is provided sufficient advance notice.
2. Gather information and direct attention to the aspects of adjoining projects that may be in the progress during the construction of a portion of this project. Plan and prosecute the sequence of construction and the traffic control plan with adjacent construction projects so as not to interfere with, or hinder the completion of the work in progress on the adjoining projects. Coordinate projects to ensure an uninterrupted flow of traffic.

Item 9: Measurement and Payment

1. The Contractor shall submit all tickets, As-Built drawings and updated schedule with each pay request. As-Built for pay request will be the Plan sheet with qty's on each plan sheet.
2. DD6 will withhold a 3% retainage from each pay request.

Item 104: Removing Concrete

1. All concrete (sidewalks, driveways, slabs, pavement, etc.) will be saw cut full depth at the break back line. Saw cuts is not paid for directly but considered subsidiary to various bid items.

Item 110: Excavation

1. Remove all the material from the excavation and clean the construction route by the end of each working day. No excavation will be allowed prior to removing all the excavated materials from the previous working day. There will be no direct payment for hauling of excess excavated material, and shall be considered subsidiary to the Item 360 and Item 529.
2. If manipulating the excavated material requires moving the same material more than once to accomplish the desired results, the excavation is measured and paid for only once regardless of the number of manipulations required.

Item 310: Prime Coat and Blotter

1. Prime coat can be AE-P or MC-30.
2. Prime coat will be placed at a rate of 0.2 gallons per square yard.

Item 340: Dense-Graded Hot Mix Asphalt (SQ)

1. Binder grade will be PG64-22.
2. Contractor to Provide Approved Design.
3. All testing is waved except Asphalt Content and Gradation.
4. Testing shall be one one truck per day or every 50 C.Y.
5. Testing will be paid for by the contractor and records given to DD6.

Item 360: Concrete Pavement

1. Concrete will be Class-P.
2. Texture will be carpet drag.
3. The Contractor shall provide an approved concrete design.
4. All testing is waved except strength and slump.
5. Testing will be paid for by the contractor and records given to DD6.

Item 500: Mobilization

1. Mobilization shall not exceed ten (10) percent of the total construction items amount.

Item 502: Barricades, Signs, and Traffic Handling

1. Submit changes to the traffic control plan to the City of Beaumont.
2. Furnish and maintain the barricades and warning signs, including the necessary temporary and portable traffic control devices, during the various phases of construction. Place and construct these barricades and warning signs in accordance with the latest "Texas Manual on Uniform Traffic Control Devices for Streets and Highways" for typical construction layouts.
3. Furnish additional barricades and signs to maintain traffic and motorists' safety when directed by the Engineer. Consider payment for these additional signs and barricades subsidiary to Item 502.
4. Cover work zone signs when work related to the signs is not in progress, or when any hazard related to the signs no longer exists.
5. Keep the delineation devices, signs, and pavement markings clean. This work is subsidiary to the Item, "Barricades, Signs, and Traffic Handling".
6. Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sheets.
7. Use traffic cones for daytime work only. Replace the cones with plastic drums during nighttime hours.
8. Place positive barriers to protect drop-off conditions greater than 2 ft. within the clear zone that remain overnight. The traffic control plan (TCP) shall conform to the BC (1)-(12) standards and part VI of the Current Texas Manual Of Uniform Traffic Control Devices.
9. Remove all traffic control devices from the roadway, off of the right of way, when they are not in use. Devices scheduled to be used within 3 days may be placed along the shoulder of the roadway or right of way when not in use, or stored in other approved areas on the project. Cover any construction signs that are not in effect that are installed in a fashion that will not allow them to be removed from the right of way easily. Construct all work zone signs, sign supports, and barricades from material other than wood unless approved by the engineer.
10. Plan the sequence of work so as to minimize inconvenience to the traveling public. Any changes to the traffic control plan shown in the plans must be approved in writing by the City of Beaumont. Submit the revised plan for approval to the City of Beaumont.
11. The Contractor shall submit an excel spreadsheet of streets and closure dates. Contact Antoinette Hardy, 72 hours in advance notice, with detours.
12. It is the responsibility of the Contractor to notify commercial businesses and residential citizens of work to be performed 48 hours in advance.
13. The approval by the engineer of the method and procedure the contractor plans to use to handle or detour traffic will not relieve the contractor of his responsibility for the protection of the traveling public.
14. Use drums or vertical panels instead of cones as traffic control devices.
15. Provide flaggers at each side-road intersection and ensure they have communication with the flaggers controlling the movement of traffic on the highway.

Item 529: Concrete Curb

1. Concrete will be Class-A.
2. Curb will be Type-II.
3. The Contractor shall provide an approved concrete design.
4. All testing is waved except strength and slump.
5. Testing will be paid for by the contractor and records given to DD6.

End of Specifications

END OF SECTION

II. Governing Construction Specifications

The governing construction specifications applicable to this work are the Texas Department of Transportation (TXDOT) 2014 Standard Specifications for Construction of Highways, Streets and Bridges as adopted by the State of Texas.

These items which are listed below and which are contained in the TX DOT 2014 Standard Specifications are hereby adopted and made part of the Contract Documents to the same extent as if they were herein reproduced in full subject to such modifications, revisions or supplements as may appear in the section entitled Special Provisions in these Contract Documents to follow:

STANDARDSPECIFICATIONS:

Adopted by the Texas Department of Transportations, November 1, 2014, Standard Specifications are incorporated into the Contract by reference.

SPECIAL SPECIFICATIONS:

Special Specifications will supplement specifications applicable to the individual project, not covered by the Standard Specifications.

III. Wage Rate

General Decision Number: TX20210038 01/03/2021

Superseded General Decision Number: TX20190038

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2021

* SUTX2011-013 08/10/2011

Rates

Fringes

CEMENT MASON/CONCRETE

FINISHER (Paving and Structures).....	\$ 12.98
ELECTRICIAN.....	\$ 27.11
FORM BUILDER/FORM SETTER	
Paving & Curb.....	\$ 12.34
Structures.....	\$ 12.23
LABORER	
Asphalt Raker.....	\$ 12.36
Flagger.....	\$ 10.33
Laborer, Common.....	\$ 11.02
Laborer, Utility.....	\$ 11.73
Pipelayer.....	\$ 12.12
Work Zone Barricade	
Servicer.....	\$ 11.67
PAINTER (Structures).....	\$ 18.62
POWER EQUIPMENT OPERATOR:	
Asphalt Distributor.....	\$ 14.06
Asphalt Paving Machine.....	\$ 14.32
Broom or Sweeper.....	\$ 12.68
Concrete Pavement	
Finishing Machine.....	\$ 13.07
Concrete Paving, Curing,	
Float, Texturing Machine....	\$ 11.71
Concrete Saw.....	\$ 13.99
Crane, Hydraulic 80 Tons	
or less.....	\$ 13.86
Crane, Lattice boom 80	
tons or less.....	\$ 14.97
Crane, Lattice boom over	
80 Tons.....	\$ 15.80
Crawler Tractor.....	\$ 13.68
Excavator, 50,000 pounds	
or less.....	\$ 12.71
Excavator, Over 50,000	
pounds.....	\$ 14.53
Foundation Drill, Crawler	
Mounted.....	\$ 17.43
Foundation Drill, Truck	
Mounted.....	\$ 15.89
Front End Loader 3 CY or	
Less.....	\$ 13.32
Front End Loader, Over 3 CY.	\$ 13.17
Loader/Backhoe.....	\$ 14.29
Mechanic.....	\$ 16.96
Milling Machine.....	\$ 13.53
Motor Grader, Fine Grade....	\$ 15.69
Motor Grader, Rough.....	\$ 14.23
Off Road Hauler.....	\$ 14.60
Pavement Marking Machine....	\$ 11.18
Piledriver.....	\$ 14.95
Roller, Asphalt.....	\$ 11.95
Roller, Other.....	\$ 11.57
Scraper.....	\$ 13.47
Spreader Box.....	\$ 13.58
Servicer.....	\$ 13.97

Steel Worker

Reinforcing Steel.....\$ 15.15
Structural Steel Welder.....\$ 12.85
Structural Steel.....\$ 14.39

TRUCK DRIVER

Low Boy Float.....\$ 16.03
Single Axle.....\$ 11.46
Single or Tandem Axle Dump..\$ 11.48
Tandem Axle Tractor w/Semi
Trailer.....\$ 12.27

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

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

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

Union Rate Identifiers

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

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Department 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 Department
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

IV. Special Provision “Important Notice To Contractor”

The Contractor's attention is directed to the fact that utility adjustments may be required for the construction of this project. The Contractor will be expected to coordinate work with all utility companies in order to maintain service at all times to the adjacent property owners. Additional time will be granted for delays caused by utility adjustments, if in the opinion of the Engineer, such delays warrant additional time. It is specifically understood, however, that if the Contractor is delayed by virtue of these utility adjustments, that this delay will not be considered as a basis for a claim by the Contractor.

The following utility companies are involved in the construction of this project and a telephone number and current contact person are listed:

<u>UTILITY</u>	<u>TELEPHONE NO.</u>	<u>CONTACT PERSON</u>
AT & T	(409) 839-6950	<i>Eddie Cook</i>
CenterPoint Energy	(409) 860-7102	
City of Beaumont Water & Sewer	(409) 785 4705	<i>Blain Dishman</i>
City of Beaumont Streets & Drainage	(409) 838-5016	<i>Chace Mann</i>
Entergy	(409) 785-2136	<i>Bryan Cross</i>
Spectrum	(409) 284-3765	<i>Adam LaRive</i>

The utilities listed above will be adjusted by the Owner of the utility and will not be the responsibility of the Contractor with the exception of sewer and water line adjustments. The Contractor shall perform all work necessary to adjust the sewer and water lines as detailed in the plans.

V. Special Provision “Detours, Barricades, Warning Signs, Sequence of Work, Etc.”

- The Contractor’s particular attention is directed to the requirements of Article 5 “The Contractors Responsibilities” of the “General Conditions”. In addition to these requirements, the following provisions shall govern on this Contract.
- Prior to beginning any work on this project, it will be necessary for the Contractor to participate in the pre-construction safety meeting with the Engineer in charge of the project, and other agencies. The Engineer in charge of the project will notify the Contractor when this meeting will be held. This meeting shall be prior to the beginning of working time changes.
- Before beginning work on this project, the contractor shall submit in writing, for approval by the Engineer, a plan of operation outlining in detail a sequence of work to be followed.
- The Traffic Control Plan shall be governed by TxDOT Traffic Control Plan, Barricades and Traffic Control Standards; BC (1-12)-14 and Work Zones Traffic Control Details as shown on the plans.
- Flaggers, portable barricades, pavement markings, and warning signs in addition to those shown in the plans may be required as directed by the Engineer in order to insure a safe and continuous flow of traffic. If the Contractor desires to deviate from the Traffic Control Plans, approval from the Engineer must be obtained. No additional compensation will be allowed the Contractor if there is a deviation from the Traffic Control Plan.
- All inlets and manholes may be constructed to subgrade elevation to facilitate drainage during construction. If the Contractor chooses to build inlets in stages a temporary top will be required as provided in Item 465.5 “Stages of Construction”.
- The Contractor’s particular attention is called to the Traffic Control Plan and sequence of work detailed in the plans. Strict adherence to this plan will be required unless otherwise approved by the Engineer in writing.
- It is the intent of JEFFERSON COUNTY DRAINAGE DISTRICT NO.6 that unfavorable impact by the contract work, on businesses and residences, shall be minimized. The Contractor shall notify in writing, at least forty-eight (48) hour prior to beginning any phase of work, all businesses and residences which are expected to be affected by said phase of work. Ingress and egress to affected businesses and residences shall be maintained at all times by the Contractor as provided in the Plans and Contract documents.

General:

- The Contractor shall provide the traffic control devices so detailed in the Traffic Control Plan. It is the intent of the sequence of work that the Contractor be continually aware and responsive to the needs of the traveling public and that all operations be performed with the needs of the public and local residences in mind and to insure the safety of both the public and the project personnel.

Note:

- Relocate utilities and drainage pipes, boxes and appurtenances prior to construction of final paving of streets during construction.
- Maintain existing storm water drainage facilities. During construction in all phases of work on site or as ordered by the engineer, the contractor will provide all necessary labor, equipment and conveyance materials to drain the storm water and discharge into existing and new storm sewer structures where storm water will flood properties and roadways. This will not be paid for separately, but will be considered subsidiary to various bid items.
- Insure that safe access is provided to bus stops, bus shelters and to and from bus loading and unloading at all times.
- Re-construct street intersections one at a time, no two consecutive intersections may be closed at a time.
- Provide temporary driveway access crossing construction area at the end of each day.

END OF SECTION

VI. Special Specifications

Required Grant Documents

Attachments

1) 23 CFR 635.410 Buy America Requirements

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of §635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Department Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Department Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

- 2) Schedule of Liquidated Damages – See Attachment “A”
- 3) Barricade and Construction (BC) Specs – See Attachment “B”
- 4) House Bill 89 Verification Form – See Attachment “C”
- 5) Good Faith Effort (GFE) Determination Checklist & Historically Underutilized Business (HUB)– See Attachment “D”
- 6) FEMA Contract Clause – See Attachment “E”

END OF BID SPECIFICATIONS

Special Provision to Item 000

Schedule of Liquidated Damages



Table1
Schedule of Liquidated Damages

For Dollar Amount of Original Contract		Dollar Amount of Daily Contract
From More Than	To and Including	Administration Liquidated Damages per Working Day
0	100,000	570
100,000	500,000	590
500,000	1,000,000	610
1,000,000	1,500,000	685
1,500,000	3,000,000	785
3,000,000	5,000,000	970
5,000,000	10,000,000	1125
10,000,000	20,000,000	1285
20,000,000	Over 20,000,000	2590

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.
6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.
12. The Engineer has the final decision on the location of all traffic control devices.
13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

SHEET 1 OF 29



Texas Department of Transportation

Traffic
Operations
Division
Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1) - 14

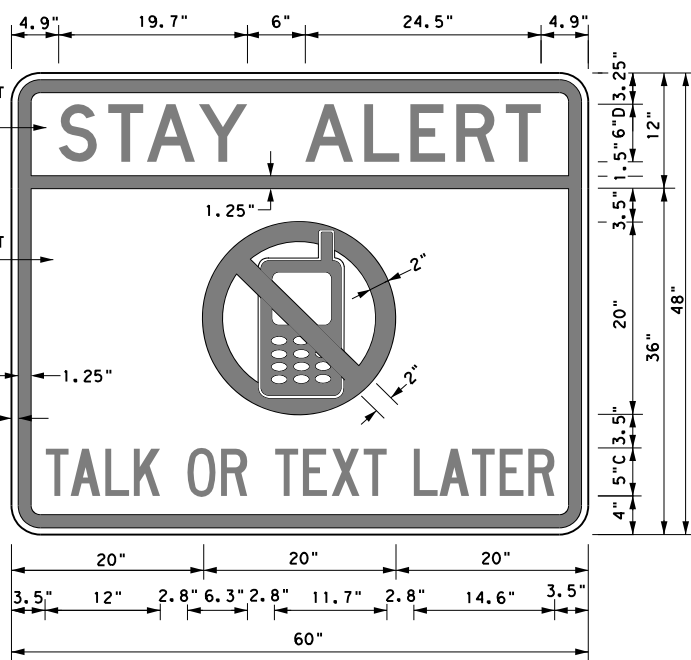
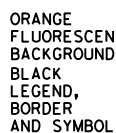
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3.0" Radius, 1.25" Border, 0.75" Indent, Black on Orange;
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**Traffic
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BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC (1) - 14

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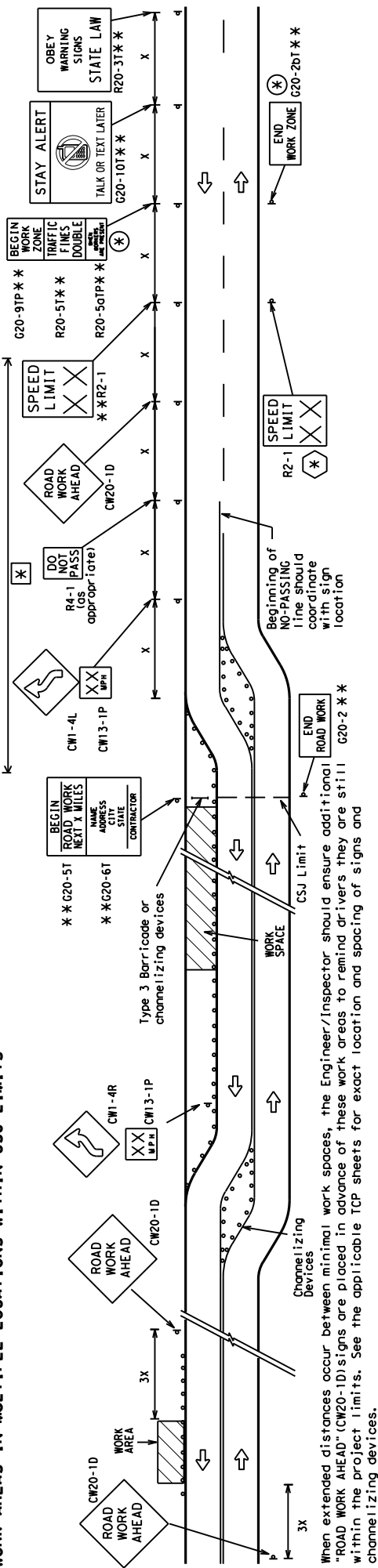
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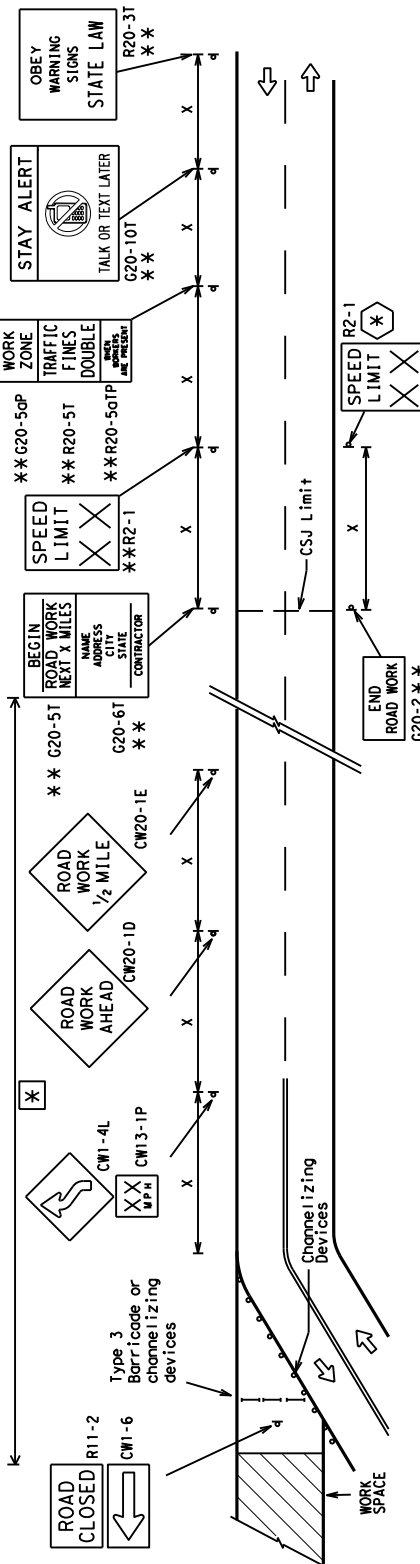
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WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS



SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES" (G20-5T) sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

(*) The "BEGIN WORK ZONE" (G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

** Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

* Area for placement of "ROAD WORK AHEAD" (CW20-1D) sign and other signs or devices as called for on the Traffic Control Plan.

* Contractor will install a regulatory speed limit sign at the end of the work zone.

Attachment "B"

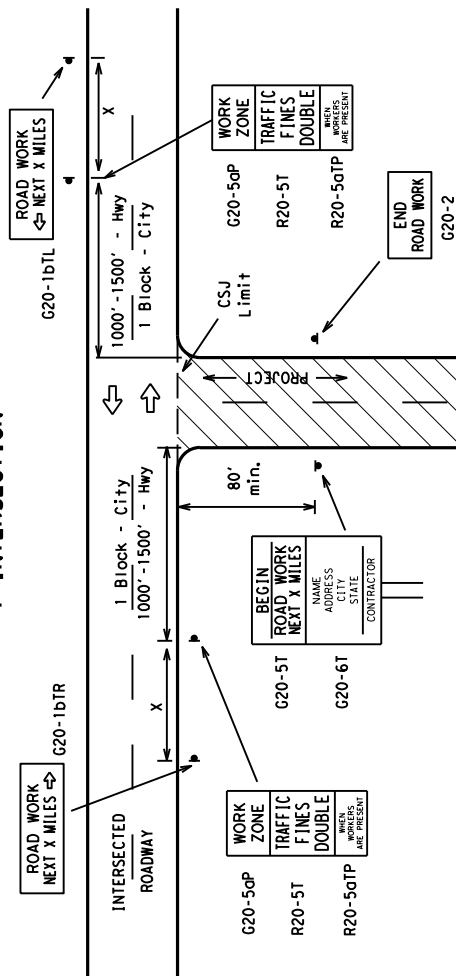
SHEET 3 OF 29

LEGEND	
	Type 3 Barricade
	Channelizing Devices
	Sign
	See Typical Construction Warning Sign Size and Spacing chart or the TMDOT for sign spacing requirements.

		Traffic Operations Division Standard	
BARRICADE AND CONSTRUCTION PROJECT LIMIT			
BC(2) - 14			
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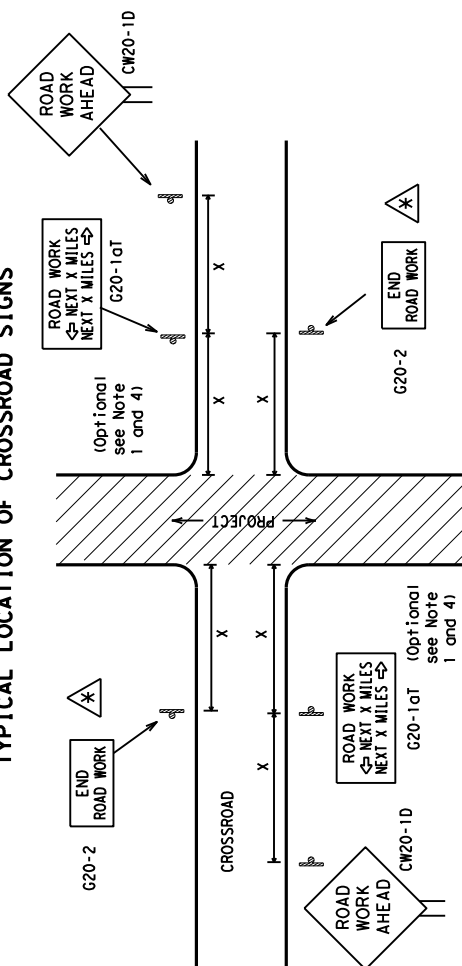
T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION





1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME" (G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow (G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR) signs shall be replaced by the detour signing called for in the plans.

TYPICAL LOCATION OF CROSSROAD SIGNS



 May be mounted on back of "ROAD WORK AHEAD" (CW20-1D) sign with approval of Engineer.
(See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D) sign and a (C20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK" (C20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES" (C20-1aT) sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

LEGEND	
	Type 3 Barricade
	Channelizing Devices
	Sign
	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

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Texas Department of Transportation

**Traffic
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Division
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BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC (2) - 14

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TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING ^{1,5,6}

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20 ⁴ CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign ^Δ Spacing "X"
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500 ²
60	600 ²
65	700 ²
70	800 ²
75	900 ²
80	1000 ²
*	* ³

* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D) signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

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Texas Department of Transportation

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BARRICADE AND CONSTRUCTION PROJECT LIMIT

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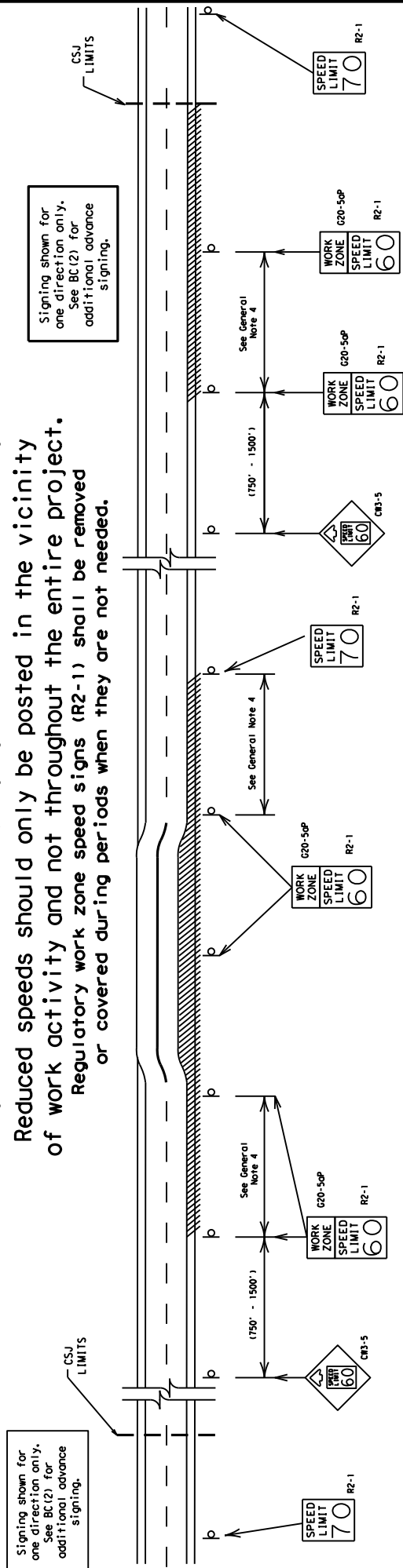
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TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project. Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

- a) rough road or damaged pavement surface
- b) substantial alteration of roadway geometrics (diversions)
- c) construction detours
- d) grade
- e) width
- f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered. (See Removing or Covering on BC(4)).

Attachment "B"

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:

40 mph and greater	0.2 to 2 miles
35 mph and less	0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (CW3-5) sign, "WORK ZONE" (G20-5aP) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
 - A. Low enforcement.
 - B. Flagger stationed next to sign.
 - C. Portable changeable message sign (PQMS).
 - D. Low-power (drone) radar transmitter.
 - E. Speed monitor trailers or signs.

9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

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Texas Department of Transportation

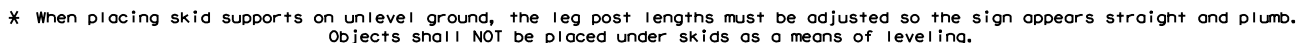
**Traffic
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**BARRICADE AND CONSTRUCTION
WORK ZONE SPEED LIMIT**

BC (3) - 14

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* * When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane.
Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

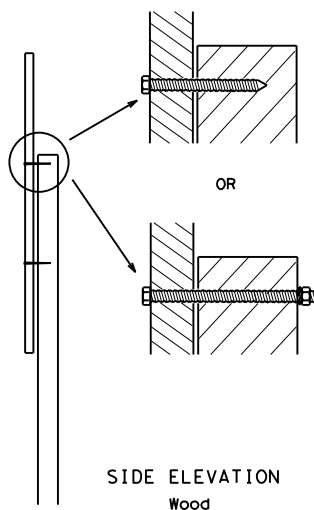
Support shall not protrude above sign

Support shall not protrude above sign

Sign supports shall extend more than 1/2 way up the back of the sign substrate.

FRONT ELEVATION
Wood, metal or
Fiber Reinforced Plastic

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the splice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.



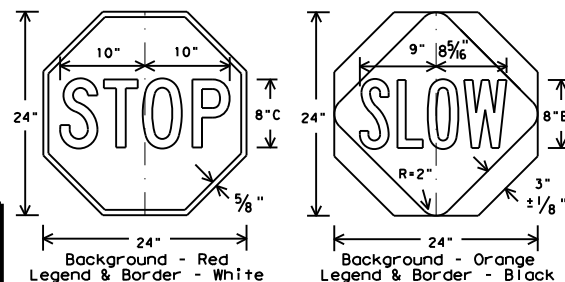
Attachment to wooden supports will be by bolts and nuts or screws. Use IxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports.

Nails shall NOT be allowed.

Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the T MUTCD.

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.



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BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

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GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
 - a. Long-term stationary - work that occupies a location more than 3 days.
 - b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
 - c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
 - d. Short duration - work that occupies a location up to 1 hour.
 - e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

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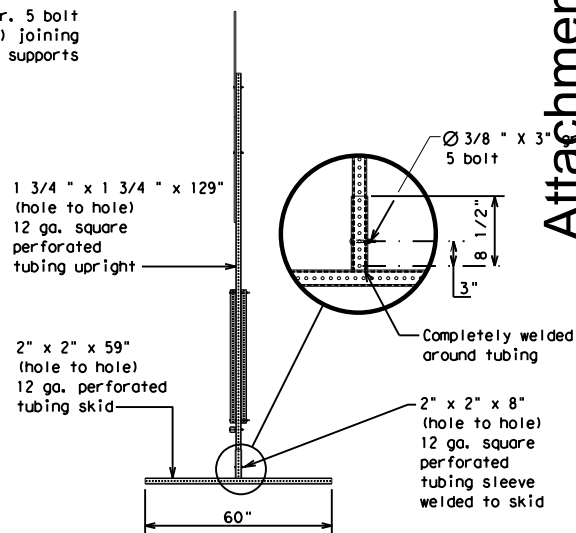
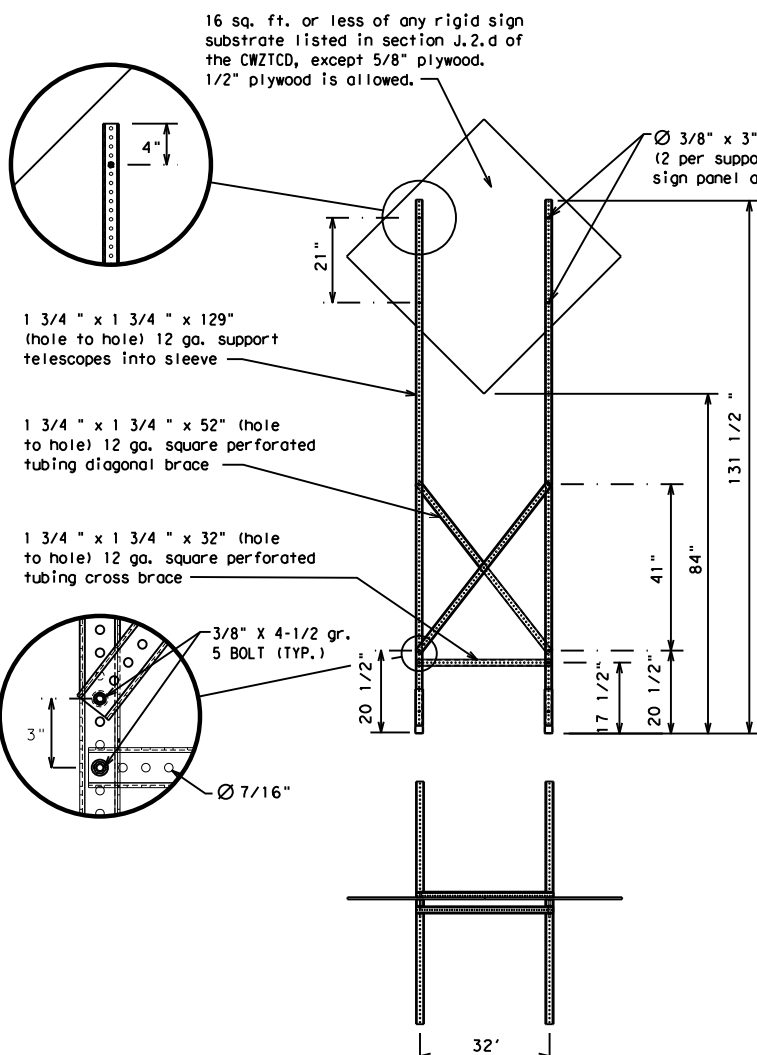
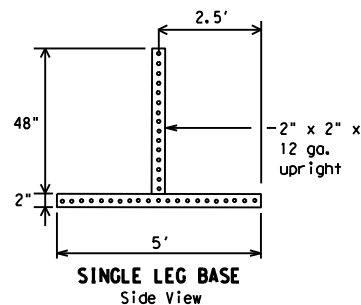
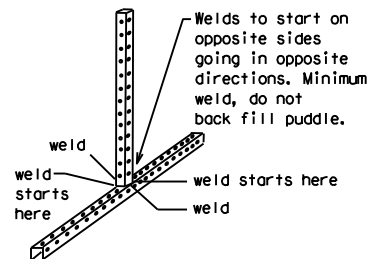
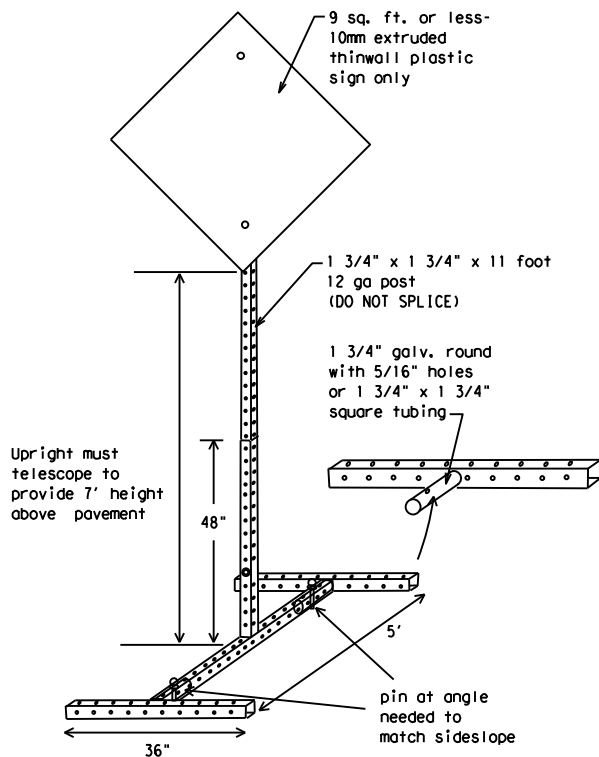
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BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC (4) - 14

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SHEET 9 OF 29



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BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

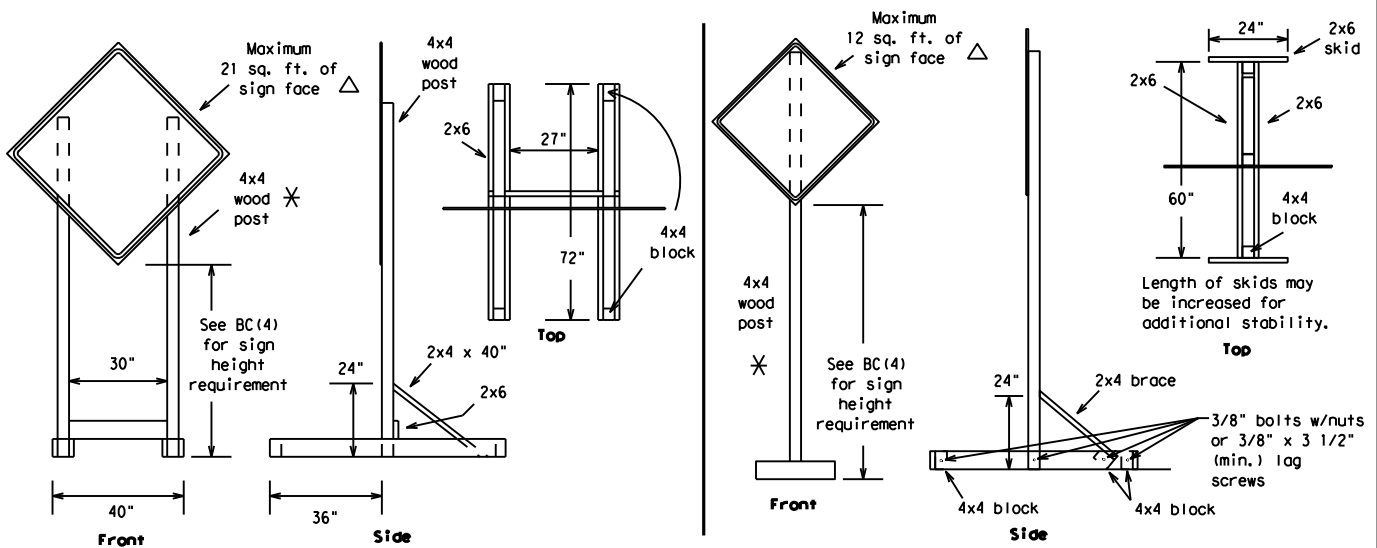
BC (5) - 14

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SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

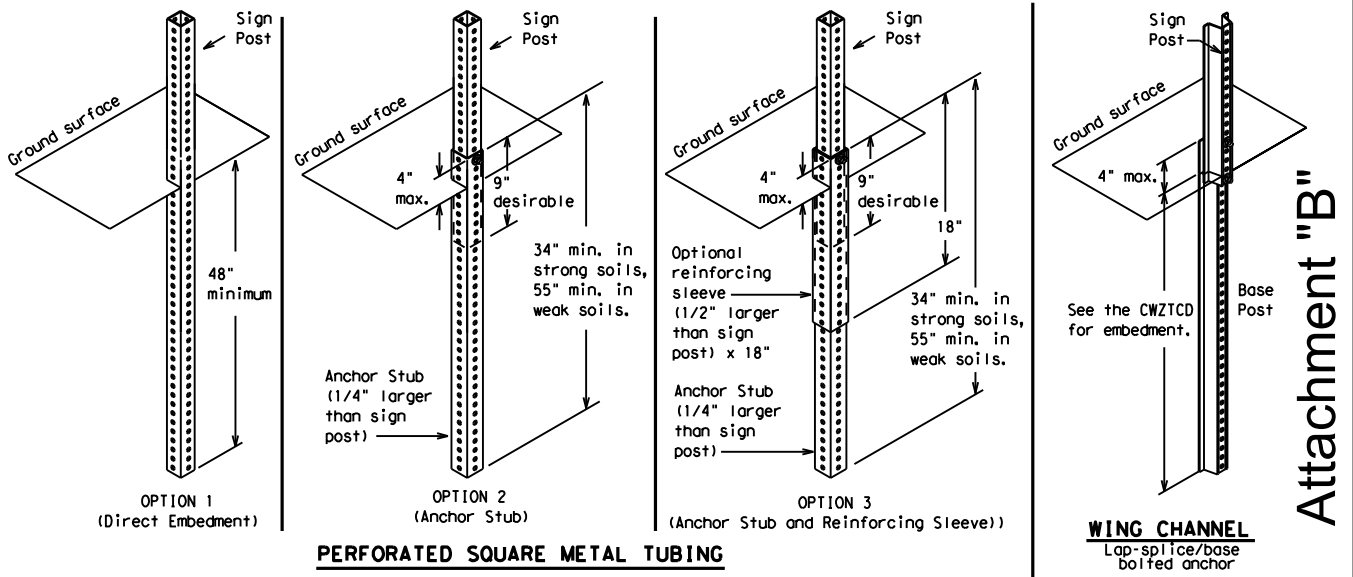
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SKID MOUNTED WOOD SIGN SUPPORTS

LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □



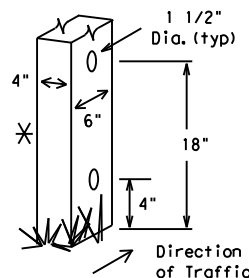
PERFORATED SQUARE METAL TUBING

GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.

Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



- See BC(4) for definition of "Work Duration."
- ✕ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.
- △ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

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BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5) - 14

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WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS


MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

Attachment "B"

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 Texas Department of Transportation		Traffic Operations Division Standard	
BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT			
BC (5) - 14			
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PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMCOD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

WORD OR PHRASE	ABBREVIATION	WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD	Major	MAJ
Alternate	ALT	Miles	MI
Avenue	AVE	Miles Per Hour	MPH
Best Route	BEST RTE	Minor	MNR
Boulevard	BLVD	Monday	MON
Bridge	BRDG	Normal	NORM
Canot	CANT	North	N
Center	CTR	Northbound	(route) N
Construction Ahead	CONST AHD	Parking	PKNG
CROSSING	XING	Road	RD
Detour Route	DETOUR RTE	Right Lane	RT LN
Do Not	DONT	Saturday	SAT
East	E	Service Road	SERV RD
Eastbound	(route) E	Shoulder	SHLDR
Emergency	EMER	Slippery	SLIP
Emergency Vehicle	EMER VEH	South	S
Entrance, Enter	ENT	Southbound	(route) S
Express Lane	EXP LN	Speed	SPD
Expressway	EXPWY	Street	ST
XXXX Feet	XXXX FT	Sunday	SUN
Fog Ahead	FOG AHD	Telephone	PHONE
Freeway	FRWY, FWY	Temporary	TEMP
Freeway Blocked	FWY BLDK	Thursday	THURS
Friday	FRI	To Downtown	TO DOWNTN
Hazardous Driving	HAZ DRIVING	Traffic	TRAF
Hazardous Material	HAZMAT	Travelers	TRVLRS
High-Occupancy	HOV	Tuesday	TUES
Vehicle	HWY	Time Minutes	TIME MIN
Highway	HR, HRS	Upper Level	UPR LEVEL
Hours	INFO	Vehicles (s)	VEH, VEHs
Information	ITS	Warning	WARN
It Is	JCT	Wednesday	WED
Junction	LFT	Weight Limit	WT LIMIT
Left	LFT LN	West	W
Left Lane	LN CLOSED	Westbound	(route) W
Lane Closed	LWR LEVEL	Wet Pavement	WET PWMT
Lower Level	MAINT	Will Not	WONT
Maintenance			

Roadway designation # IH-number, US-number, SH-number, FM-number

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Texas Department of Transportation

Traffic
Operations
Division
Standard

BARRICADE AND CONSTRUCTION
PORTABLE CHANGEABLE
MESSAGE SIGN (PCMS)

BC (6) - 14

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RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp	Closure List	Other Condition List
FREEWAY CLOSED X MILE	FRONTAGE ROAD CLOSED	ROADWORK XXX FT
ROAD CLOSED AT SH XXX	SHOULDER CLOSED XXX FT	FLAGGER XXXX FT
ROAD CLOSED AT CLSD AT FM XXXX	RIGHT LN CLOSED XXX FT	RIGHT LN NARROWS XXXX FT
RIGHT X LANES CLOSED	RIGHT X LANES OPEN	MERGING TRAFFIC XXXX FT
CENTER LANE CLOSED	DAYTIME LANE CLOSURES	LOOSE GRAVEL XXXX FT
NIGHT LANE CLOSURES	I-XX SOUTH EXIT CLOSED	DETOUR X MILE
VARIOUS LANES CLOSED	EXIT XXX CLOSED X MILE	ROADWORK PAST SH XXXX
EXIT CLOSED	RIGHT LN TO BE CLOSED	BUMP XXXX FT
MALL DRIVEWAY CLOSED	X LANES CLOSED TUE - FRI	TRAFFIC SIGNAL XXXX FT
XXXXXXXXX BLVD CLOSED		

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List	Location List	Warning List	** Advance Notice List
MERGE RIGHT	AT FM XXXX	SPEED LIMIT XX MPH	TUE-FRI XX AM- X PM
DETOUR NEXT X EXITS	USE XXXX RD EXIT	MAXIMUM SPEED XX MPH	APR XX- XX PM-X AM
USE EXIT XXX	USE EXIT I-XX NORTH	MINIMUM SPEED XX MPH	BEGINS MONDAY
STAY ON US XXX SOUTH	USE I-XX E TO I-XX N	ADVISORY SPEED XX MPH	BEGINS MAY XX
TRUCKS USE US XXX N	WATCH FOR TRUCKS	RIGHT LANE EXIT	MAY X-X XX PM - XX AM
WATCH FOR TRUCKS	EXPECT DELAYS	USE CAUTION	NEXT FRI-SUN
EXPECT DELAYS	PREPARE TO STOP	DRIVE SAFELY	XX AM TO XX PM
REDUCE SPEED XXX FT	END SHOULDER USE	DRIVE WITH CARE	NEXT TUE AUG XX
USE OTHER ROUTES	WATCH FOR WORKERS		TONIGHT XX PM- XX AM
STAY IN LANE			

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

- Only 1 or 2 phases are to be used on a PCMS.
- The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
- A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
- A Location Phase is necessary only if a distance or location is not included in the first phase selected.
- If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
- For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be no more than one week prior to the start of the work.

WORDING ALTERNATIVES

- The words RIGHT, LEFT and ALL can be interchanged as appropriate.
- Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
- EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
- Highway names and numbers replaced as appropriate.
- ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
- AHEAD may be used instead of distance as appropriate.
- FT and MI, MILE and MILES interchanged as appropriate.
- AT, BEFORE and PAST interchanged as needed.
- Distances or AHEAD can be eliminated from the message if a location phase is used.

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Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC (6) - 14

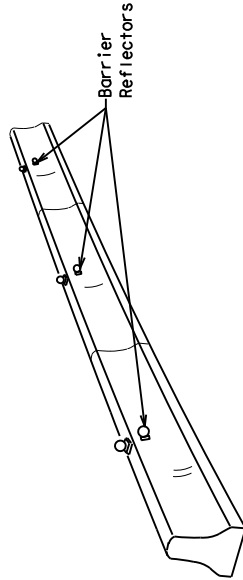
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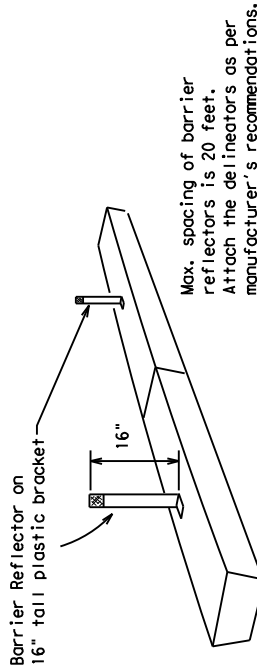
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1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.



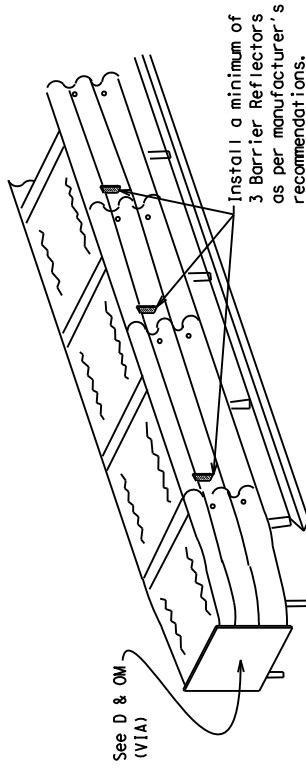
CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional) while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



Max. spacing of barrier reflectors is 20 feet. Attach the delineators as per manufacturer's recommendations.

LOW PROFILE CONCRETE BARRIER (LPCB)



DELINEATION OF END TREATMENTS

END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

SHEET 14 OF 29



Texas Department of Transportation

Traffic
Operations
Division
Standard

**BARRICADE AND CONSTRUCTION
ARROW PANEL, REFLECTORS,
WARNING LIGHTS & ATTENUATOR**

BC (7) - 14

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BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS

Attachment "B"

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WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B₁ or C₁ Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest IIE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

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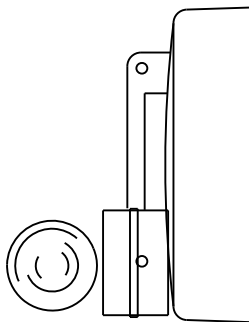
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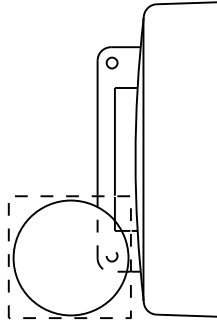
**BARRICADE AND CONSTRUCTION
ARROW PANEL, REFLECTORS,
WARNING LIGHTS & ATTENUATOR**

BC (7) - 14

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Type C Warning Light or
approved substitute mounted on a
drum adjacent to the travel way.



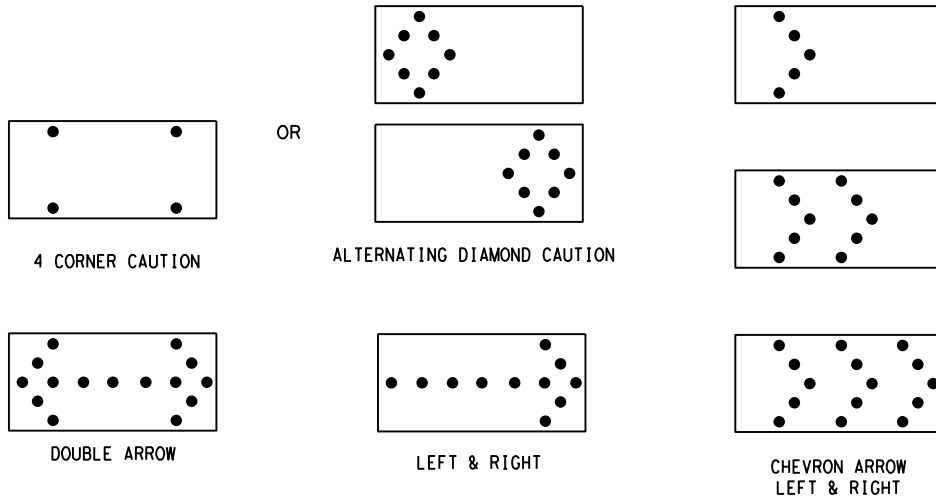
Warning reflector may be round
or square. Must have a yellow
reflective surface area of at least
30 square inches

Attachment B

FLASHING ARROW BOARDS

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION
Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

SHEET 16 OF 29

		Traffic Operations Division Standard	
BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR			
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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

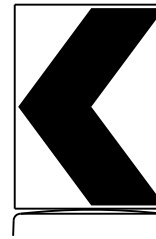
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectORIZED space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

RETROREFLECTIVE SHEETING

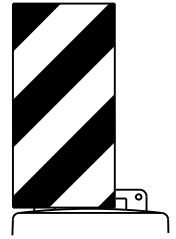
1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane
Divider, Driveway sign D70a, Keep Right
R4 series or other signs as approved
by Engineer



12" x 24"
Vertical Panel
mount with diagonals
sloping down towards
travel way

**Plywood, Aluminum or Metal sign
substrates shall NOT be used on
plastic drums**

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R4 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

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Traffic
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Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

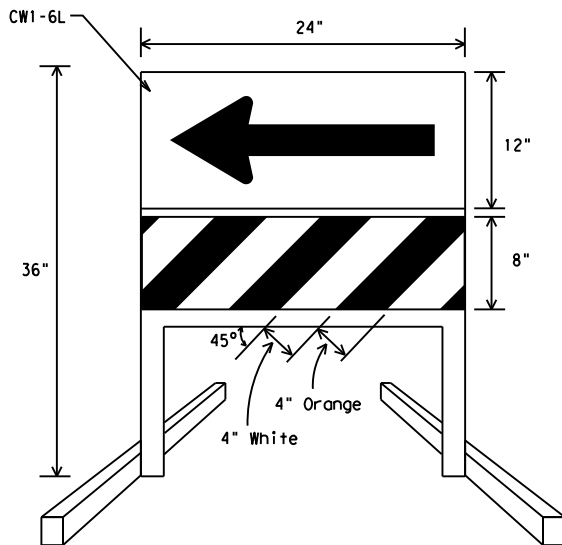
BC (8) - 14

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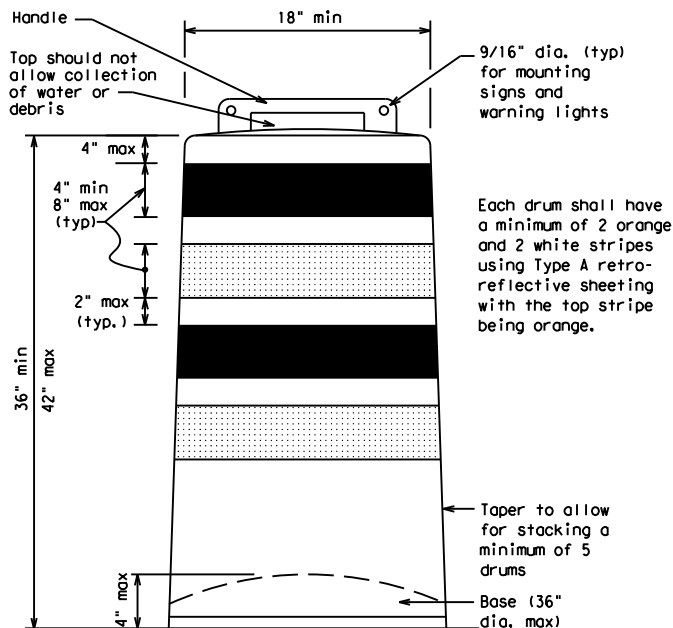
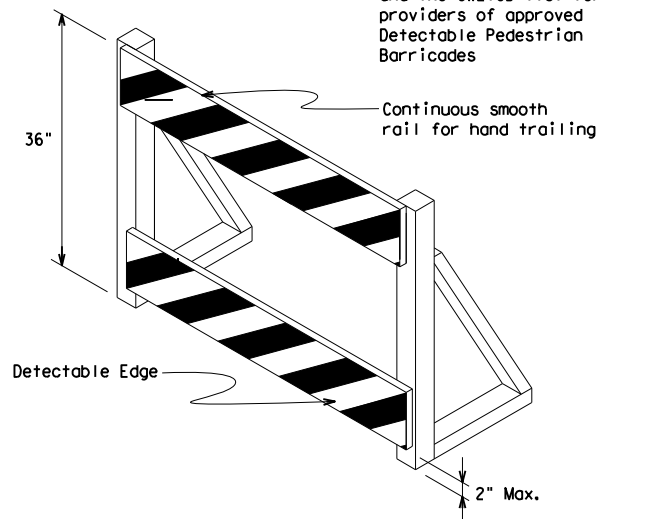


DIRECTION INDICATOR BARRICADE

1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type B_{FL} or Type C_{FL} Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.

DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



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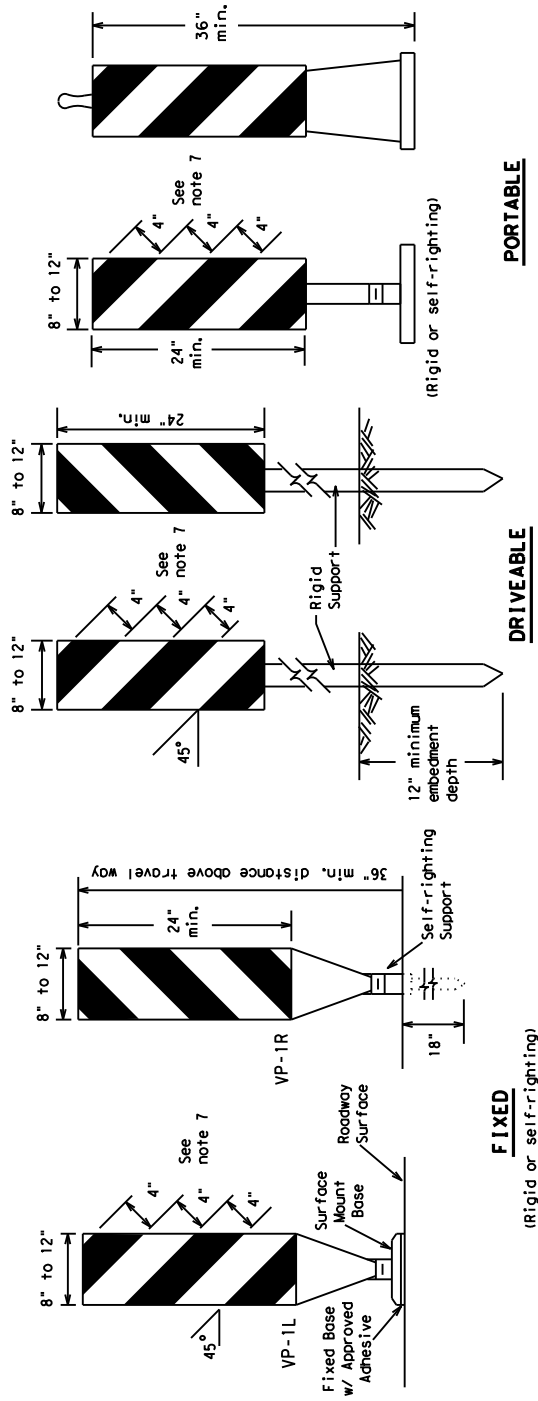
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FIXED

(Rigid or self-righting)

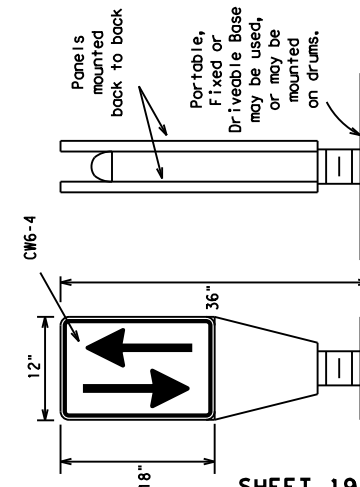
DRIVEABLE

PORTABLE


VERTICAL PANELS (VPs)

1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B₁ or Type C₁ conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.



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BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

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SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

Posted Speed *	Formula	Minimum Desirable Taper Lengths **				Suggested Maximum Spacing of Channelizing Devices
		10' Offset	11' 150'	12' 165'	On a Tangent Taper	
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

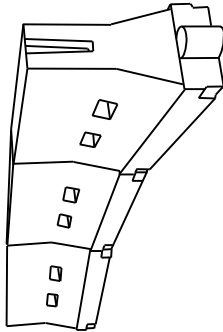
**Taper lengths have been rounded off.
L=Length of Taper (ft.) W=Width of Offset (ft.)
S=Posted Speed (MPH)

DATE: FILE:

Posted Speed * *	Formula	Minimum Desirable Taper Lengths * * 10' 11' 12'			Suggested Maximum Spacing of Channelizing Devices On a Taper Tangent
		Offset	Offset	Offset	
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'
35		205'	225'	245'	35'
40		265'	295'	320'	40'
45	L = WS	450'	495'	540'	45'
50		500'	550'	600'	50'
55		550'	605'	660'	55'
60		600'	660'	720'	60'
65		650'	715'	780'	65'
70		700'	770'	840'	70'
75		750'	825'	900'	75'
80		800'	880'	960'	80'

* * * Taper lengths have been rounded off.
L = Length of Taper (FT.) W = Width of Offset (FT.)
S = Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF
CHANNELIZING DEVICES AND
MINIMUM DESIRABLE TAPER LENGTHS



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZICD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC (7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC (10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZICD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long cones and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS
LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

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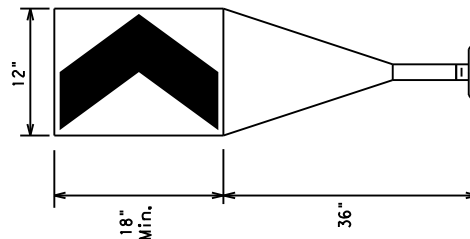
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GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet (BC(9)) may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet (BC(9)) may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheet for the chevron shall be retroreflective Type B₁ or Type C₁ conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.



Fixed Base w/ Approved Adhesive
(Driveable Base, or Flexible
Support can be used)

Attachment "B" CHEVRONS

Posted Speed *	Formula	Minimum Desirable Taper Lengths **		Suggested Maximum Spacing of Channelizing Devices	
		Offset	Offset	On a Taper	On a Tangent
30	$L = \frac{WS^2}{60}$	150'	165'	180'	60'
35		205'	225'	245'	35'
40		265'	295'	320'	40'
45	$L = WS$	450'	495'	540'	45'
50		500'	550'	600'	50'
55		550'	605'	660'	55'
60		600'	660'	720'	60'
65		650'	715'	780'	65'
70		700'	770'	840'	70'
75		750'	825'	900'	75'
80		800'	880'	960'	80'

**Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

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BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

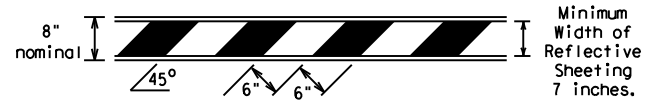
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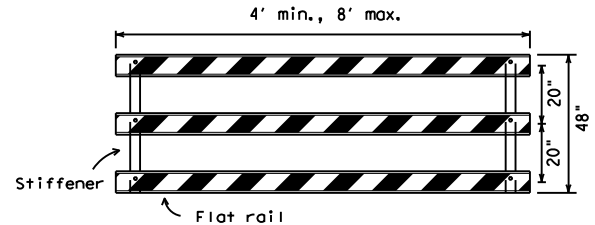
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.

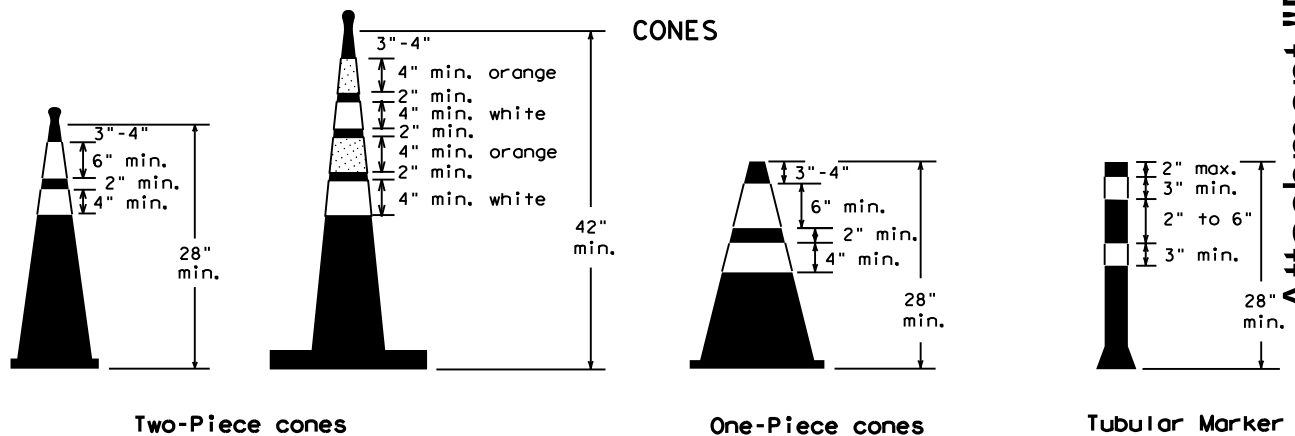


TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES



CONES

Two-Piece cones

One-Piece cones

Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.

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BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

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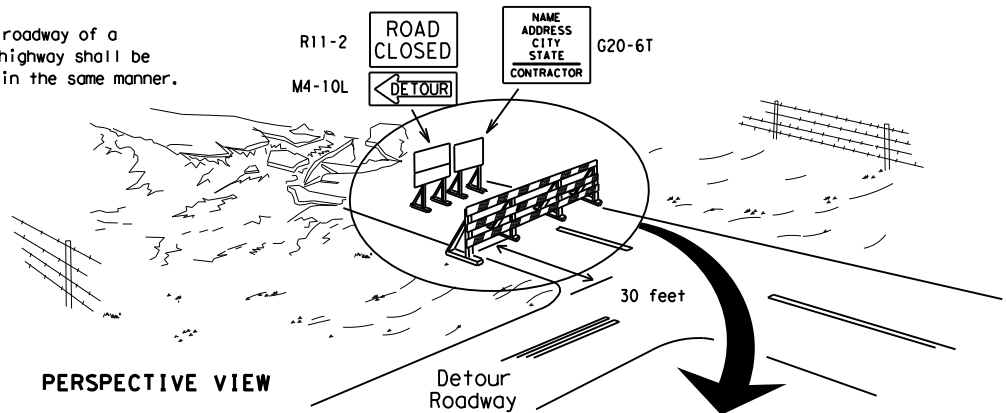
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Each roadway of a divided highway shall be barricaded in the same manner.

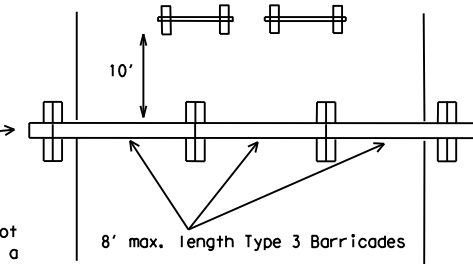


PERSPECTIVE VIEW

The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.

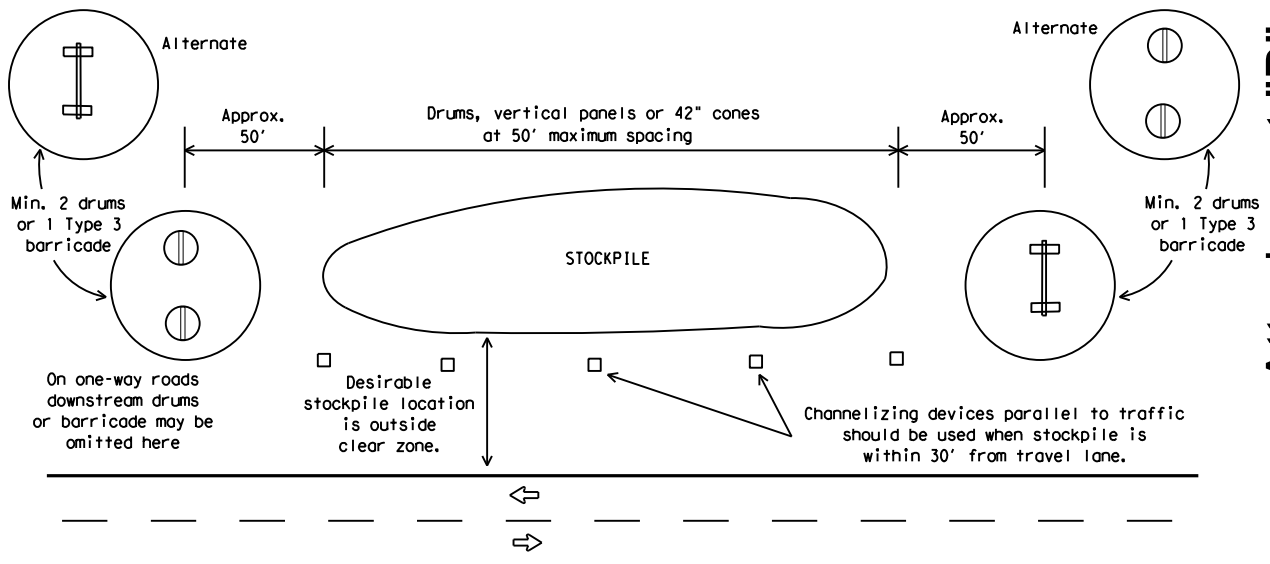
Barricade striping should slant downward in the direction of detour.

1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

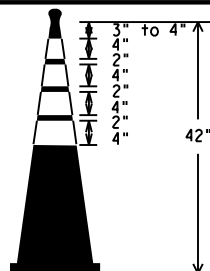


PLAN VIEW

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



TRAFFIC CONTROL FOR MATERIAL STOCKPILES



EDGE LINE CHANNELIZER

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.

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BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

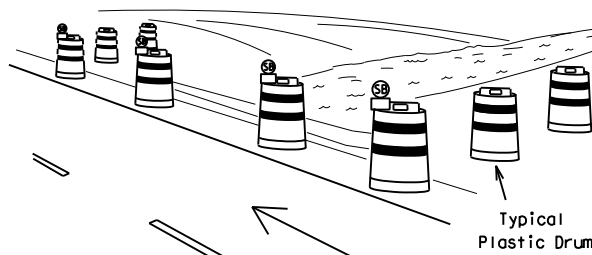
BC (10) - 14

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

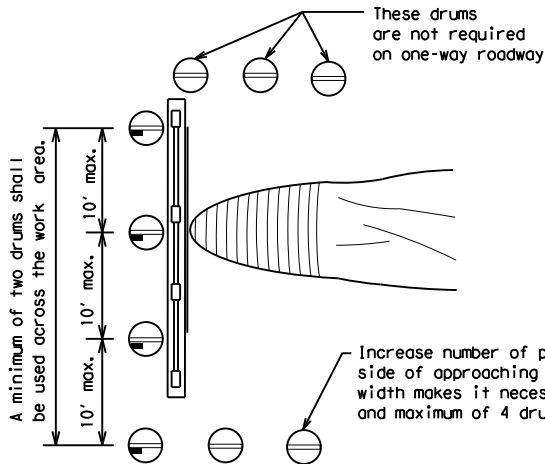
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© TxDOT	November 2002	CONT	SECT	JOB	HIGHWAY				
REVISIONS									
9-07	8-14								
7-13									
		DIST		COUNTY				SHEET NO.	

DATE: FILE:

Attachment "B"



PERSPECTIVE VIEW



PLAN VIEW

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

1. Where positive redirection capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

LEGEND

	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
	Steady burn warning light or yellow warning reflector

Attachment "B"

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*Traffic
Operations
Division
Standard*

**BARRICADE AND CONSTRUCTION
CHANNELIZING DEVICES**

BC (10) - 14

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WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

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Texas Department of Transportation

Traffic
Operations
Division
Standard

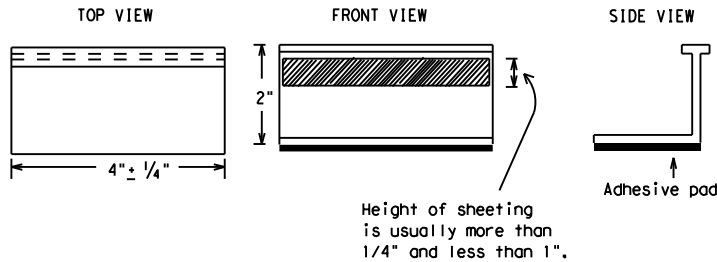
BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-14

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Attachment "B"

Temporary Flexible-Reflective Roadway Marker Tabs



**STAPLES OR NAILS SHALL NOT BE USED TO SECURE
TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER
TABS TO THE PAVEMENT SURFACE**

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
 - A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
 - B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:

- YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

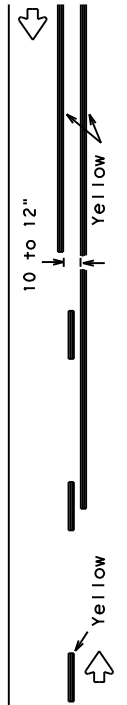
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		Traffic Operations Division Standard	
<h2 style="margin: 0;">BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS</h2> <h3 style="margin: 10px 0 0 0;">BC(11) - 14</h3>			
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		SHEET NO.	

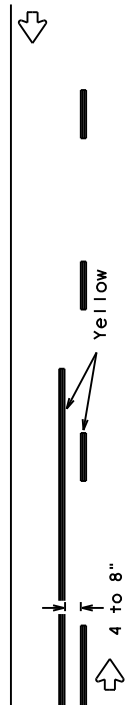
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PAVEMENT MARKING PATTERNS



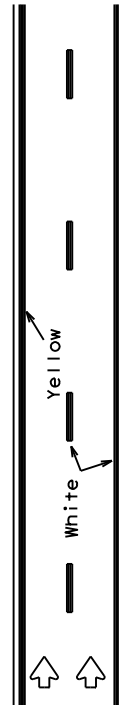
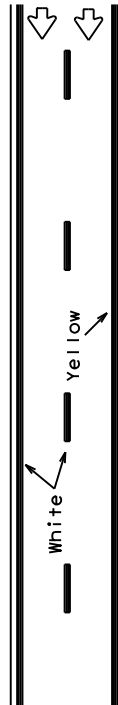
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



REFLECTORIZED PAVEMENT MARKINGS - PATTERN B

Pattern A is the TxDOT Standard, however Pattern B may be used if approved by the Engineer. Prefabricated markings may be substituted for reflectORIZED pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS

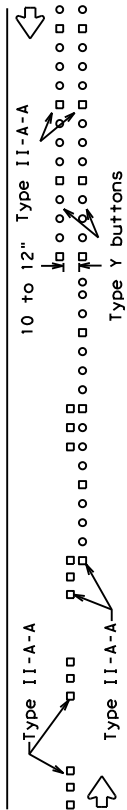


REFLECTORIZED PAVEMENT MARKINGS

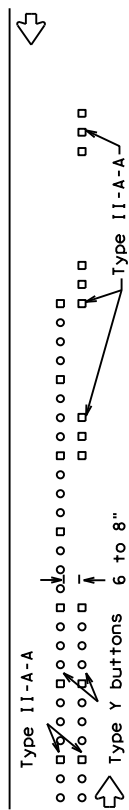
Prefabricated markings may be substituted for reflectORIZED pavement markings.

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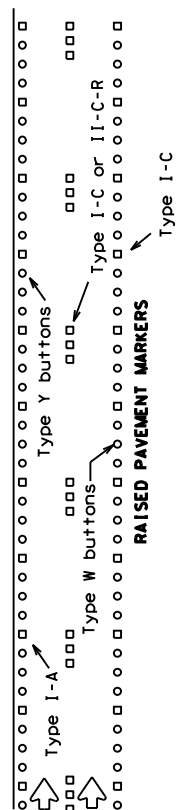
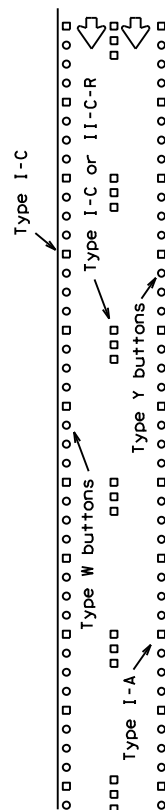
EDGE & LANE LINES FOR DIVIDED HIGHWAY



RAISED PAVEMENT MARKERS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN B



Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

Attachment "B"



Traffic
Operations
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Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC (12) - 14

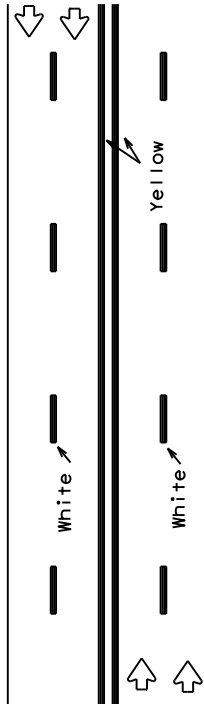
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			COUNTY	

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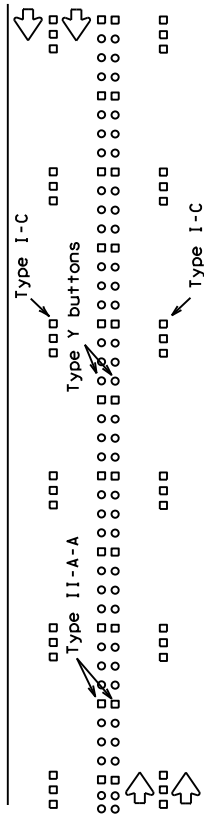
PAVEMENT MARKING PATTERNS (Continued)



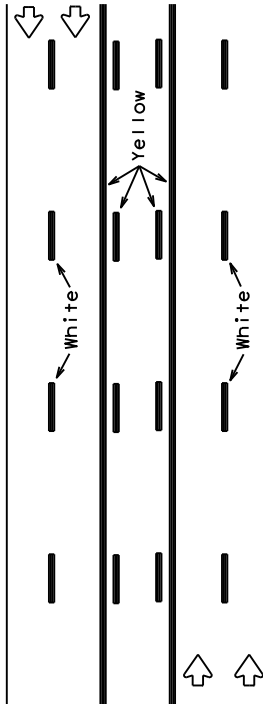
REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS

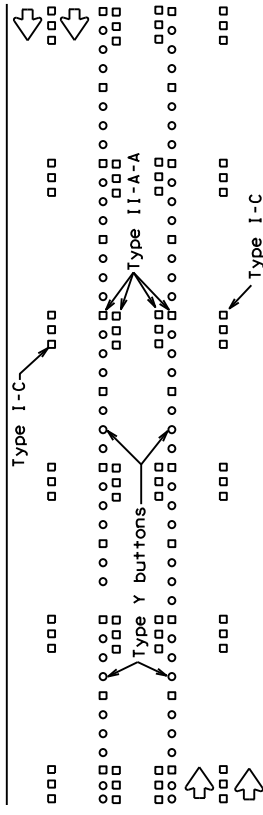


RAISED PAVEMENT MARKERS



REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectorized pavement markings.



RAISED PAVEMENT MARKERS

TWO-WAY LEFT TURN LANE

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Texas Department of Transportation

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BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

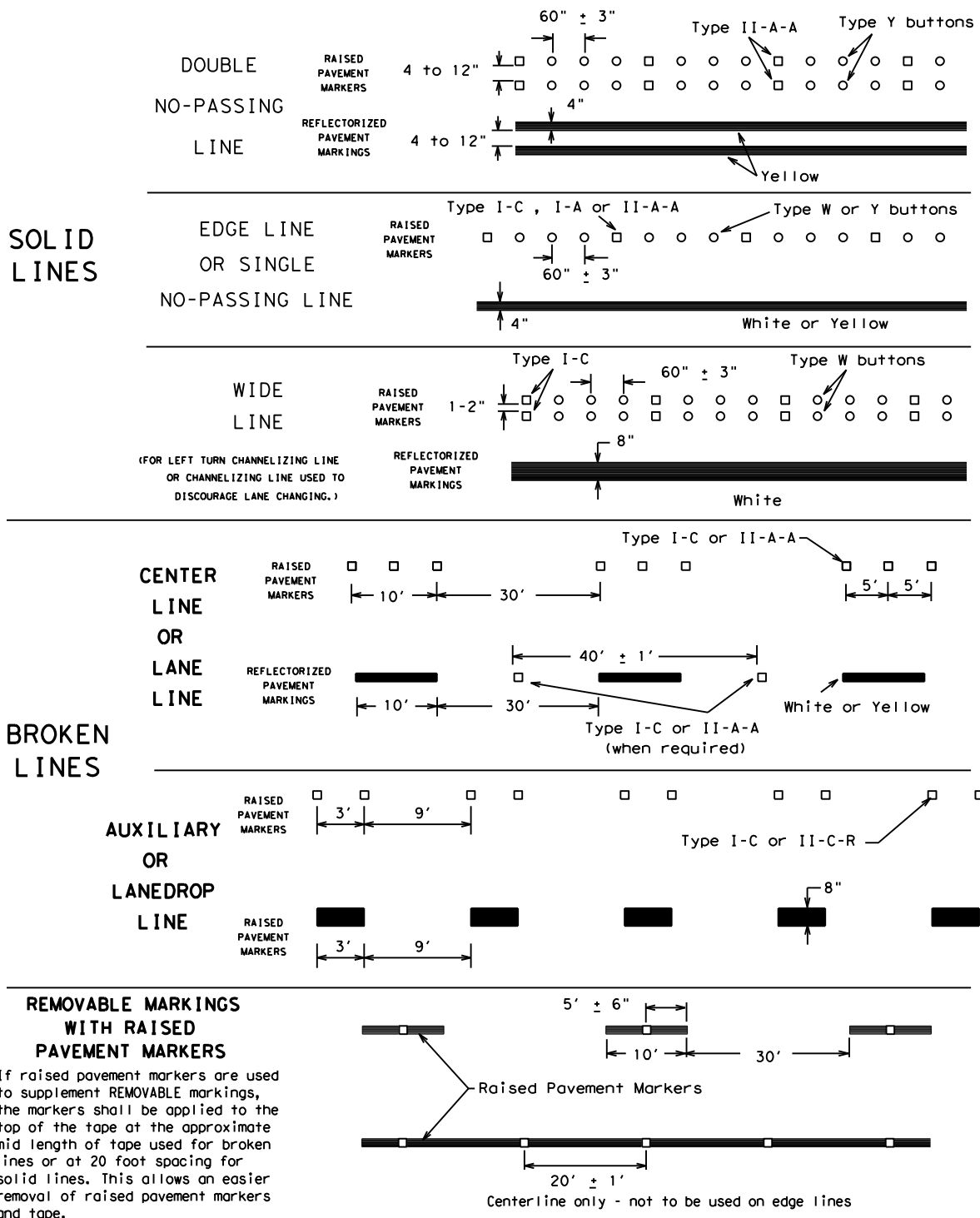
BC (12) - 14

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			DIST	COUNTY				SHEET NO.	

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

Attachment "B"

STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS



Attachment "B"

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Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC (12) - 14

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2-98 9-07 8-14				

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

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House Bill 89 Verification

I, _____, the undersigned representative of (company or business name) _____

(heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

Date

On this _____ day of _____, 2021, personally appeared

_____, the above named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature

Date

Bidder Shall Return Completed Form with Offer.

Attachment "C"

Good Faith Effort (GFE) Determination Checklist

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☐ No

Instructions: In order to determine if a “Good Faith Effort” was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant and returned with the Prime Contractor/Consultant’s bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant

- | | | |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant’s organization)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

**If “No” was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.**

Printed Name of Authorized Representative

Signature

Title

Date

Bidder Shall Return Completed Form with Offer.

Attachment "D"

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☐ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title &
No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg. & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be
Performed: _____

Printed Name of Contractor
Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the District Chief Business Officer. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-842-2729

Bidder Shall Return Completed Form with Offer.

Attachment "D"

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 1 OF 4

This information must be submitted with your bid.

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). ☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: \$ _____ Total HUB Subcontract(s): \$ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub
information

Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg. & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be
Performed: _____

Bidder Shall Return Completed Form with Offer.

Attachment "D"

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 2 OF 4

HUB SUBCONTRACTOR DISCLOSURE

PART I: Continuation Sheet

(Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg. & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be
Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg. & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be
Performed: _____

All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.

Bidder Shall Return Completed Form with Offer.

Attachment "D"

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?

☐ Yes

☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that bidder is the apparent low bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bidder Shall Return Completed Form with Offer.

Attachment "D"

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

Bidder Shall Return Completed Form with Offer.

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2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

- a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.
- b. Key Definitions.

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- (1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - (2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:
- “During the performance of this contract, the contractor agrees as follows:
- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section,

and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40

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U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by 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 of these contract clauses.

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(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (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 paragraph (1) of this section 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

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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 paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, 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 paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section 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 paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by

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FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
 - a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

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government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:

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- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
- (2) The contract requires the approval of FEMA, regardless of amount.
- (3) The contract is for federally-required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of

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competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor

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will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

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