



INVITATION TO BID

ITB #2017-002

**"MIRANDO CITY ELEVATED WATER STORAGE TANK PROJECT"
TXDOT-CDBG#7216115**

DUE OCTOBER 17, 2017 AT 10 AM OR BEFORE

NOTICE is hereby given that the County of Webb intends to award a contract with a successful bidder for the Mirando City Elevated Water Storage Tank Project (TXDOT-CDBG#7216115) in accordance with the Texas Government Code 2269.101; Sub-Chapter C. (Competitive Bids) to install a new elevated water tank in order to stay compliant with the Texas Commission on Environmental Quality (TCEQ) requirements.

Project Location: 100 Block of J.W. Edgar Street, Mirando City, Texas 78369

The accompanying Invitation to Bid (ITB) with its terms, conditions, attachments and all other forms in this ITB package are due by or before 10 am (Central Time) on Tuesday, October 17, 2017. ITB packages received after the due date and time will not be accepted. All ITB meeting the required deadline will be read publicly at the following location in accordance with Webb County Purchasing Policies and Procedures:

Please Mail or Hand Deliver ITB Packages to:

Webb County Clerk's Office
1110 Victoria Street, 2nd Floor, Suite 201
Laredo, Texas 78040

Copies of the ITB package are available on our website:

<http://www.webbcountytx.gov/PurchasingAgent/PublicNoticeRFP/>

Please submit (1) original RFP package and five (5) copies in a sealed envelope clearly marked on the outer front lower left corner as follows:

ITB 2017-002 "MIRANDO CITY ELEVATED WATER STORAGE TANK PROJECT".

Webb County reserves the right to reject any and all ITB proposals, to waive informalities in the ITB process, or to terminate the ITB process at any time, if deemed in the best interest for Webb County.

THIS FORM MUST BE INCLUDED WITH RFP PACKAGE; PLEASE CHECK OFF EACH ITEM INCLUDED WITH RFP PACKAGE AND SIGN BELOW TO CONFIRM SUBMITTAL OF EACH REQUIRED ITEM.

ITB 2017-002

"MIRANDO CITY ELEVATED WATER STORAGE TANK PROJECT".

ITB Package w/all required forms (*Bid proposal, general conditions, Plans & Specs*)

General Terms & Conditions

Conflict of Interest form (Form CIQ)

Certification regarding Debarment (Form H2048)

Certification regarding Federal lobbying (Form 2049)

Proof of No Delinquent Tax Owed to Webb County

Signature of Bidder

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1. Introduction

Webb County intends to award a contract with a successful bidder for the Mirando City Elevated Water Storage Tank Project (TXDOT-CDBG#7216115) in accordance with the Texas Government Code 2269.101; Sub-Chapter C. (Competitive Bids) to install a new elevated water tank in order to stay compliant with the Texas Commission on Environmental Quality (TCEQ) requirements. Further, project consists of furnishing and erecting a 50,000 gallon capacity multi-column, welded steel, elevated water storage tank complete with piping, concrete foundations, paint and painting, and related incidentals.

Project Location: 100 Block of J.W. Edgar Street, Mirando City, Texas 78369

2. Bid Package Preparation Cost

The County will not reimburse any Bidder for any costs involved in the preparation and submission of bid packages, amendments or other relevant documents associated with the ITB.

3. Term of Agreement

- To be Determined after selection and award of the lowest and responsible bidder.

4. Instructions to Bidders

- a) Bidders are solely responsible to review **ALL** technical specifications and any other requirement listed in the Technical specification document. Bidders must adhere to the schedule listed in the ITB package referencing deadlines for submittal of any questions Bidders may have prior to submittal of Bid.
- b) Bidders must comply with the Bid Security and Contractor minimum qualification requirements listed in the technical specifications. Bid security must be included with sealed ITB package. Bidder must also provide a list of previous projects within the past 5 years of similar elevated tank construction and tank painting.
- c) Any interpretations, corrections or changes to this Request for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Webb County through the Purchasing Agent. Addenda will be posted to the Purchasing Agents website <http://www.webbcountytx.gov/PurchasingAgent/PublicNoticeRFP/>

It is the bidder's responsibility to check the website for any addenda.

5. General Conditions

Interested Bidders shall familiarize themselves with conditions relating to the scope, specifications, and restrictions regarding the execution of work to be performed under the contract. It is the Bidder's responsibility to obtain any additional information it deems necessary to submit in its ITB package, as well as in the performance of the contract. Information contained in this document should not be considered all-inclusive.

6. Question concerning this ITB

All questions or clarification regarding this ITB package must be submitted in writing to the Webb County Purchasing Department via email to Mr. Juan Guerrero, Purchasing Contract Administrator at juguerrero@webbcountytx.gov

Each question, along with the County's response will be provided in writing to all prospective Bidders and included as an addendum to ITB document. Any verbal communication regarding this ITB will be considered non-binding on either party.

7. Disqualification

Reasons for disqualification include, but are not limited to:

- Failure to provide any information requested in this document.

8. Conflict of Interest

Webb County requires that its consultants and sub consultants be able to work solely in Webb County's interest, without conflicting financial or personal incentives. Webb County reserves the right to disqualify any prime provider or sub providers, or to place contractual limits on work or on personnel, if there is a conflict of interest that might affect or might be seen to affect the prime provider's or sub providers' duty to act solely in the interest of Webb County.

A conflict of interest may involve conflicting incentives with regard to the firm as a whole, or any employee. The conflict may arise between the provider's work under a contract entered as a result of this solicitation and a relationship involving Webb County, a construction contractor, another engineering firm, a materials testing firm, a third party affected by the project, a sub provider for any other consultant or contractor, or any other entity with an interest in a project on which work is performed under a contract entered as a result of this solicitation.

9. Texas Ethics Commission Requirement Notification:

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that 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 to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency 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. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

A signed and notarized Form 1295 shall be tendered to Webb County by providers selected to receive a contract prior to contract execution. Webb County will not evaluate the information provided, or respond to any questions on how to interpret the Texas Ethics Commission's rules.

For additional information, please reference the Texas Ethics Commission webpage at: <https://www.ethics.state.tx.us/tec/1295-Info.htm>

10. ITB SCHEDULE

Activity	Time	Date	Responsible Party
Public Notice/newspaper	n/a	Sept. 17 th , Sept. 24 th	Webb Co. Purchasing Dept.
Public Notice on website	n/a	Until award is completed	Webb Co. Purchasing Dept.
Pre-Bid Meeting	10am	Oct. 5 th	Bidder/Purchasing/Engineer
Questions Due to County	No later than 5pm	Oct. 9 th	Bidder/Contractor
Posting of answers	By 5pm or before	Oct. 10 th	Webb Co. Purchasing Dept.
Sealed ITB packages due	10 am	Oct. 17 th	Bidder/Contractor
Award of Contract	TBD	Oct. 23 rd or Nov. 13 th	Governing Body
Finalization of contract doc	TBD	TBD	Webb County/Contractor
Commencement of service	TBD	TBD	Webb County/Contractor

Footnote: County reserves the right to adjust time and dates on above projected schedule if it's in the best interest for Webb County.

11. Technical Specifications

TECHNICAL SPECIFICATIONS
(Bid Proposal, General Conditions, Plans & Specs)

MIRANDO CITY ELEVATED WATER STORAGE TANK
(TXCDBG#7216115)

FOR

WEBB COUNTY

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

Mirando City
Elevated Water Storage Tank
TxCDBG #7216115

WEBB COUNTY, TEXAS



Webb County Judge
Honorable, Tano E. Tijerina

Commissioner, Pct 1
Jesse Gonzales

Commissioner, Pct. 2
Rosaura "Wawi" Tijerina

Commissioner, Pct 3
John Galo

Commissioner, Pct. 4
Jaime Canales



Prepared by:



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BID PROPOSAL

To: Webb County, Texas

Honorable Tano E. Tijerina, County Judge

From: _____
Contractor

Address: _____

Phone: _____

Fax: _____

PROJECT: “Mirando City Elevated Water Storage Tank”

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

Acknowledgment of Addenda: (Please initial and date):

Addendum No. 1: _____

Addendum No. 2: _____

Addendum No. 3: _____

Addendum No. 4: _____

Addendum No. 5: _____

A F F I D A V I T

PROJECT: “Mirando City Elevated Water Storage Tank”

Form of Non-Collusive Affidavit

STATE OF TEXAS {}
COUNTY OF WEBB {}

_____ being first duly sworn, deposes and says

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

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

Signature of

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

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

Notary Public

My Commission expires

WEBB COUNTY - ELEVATED WATER STORAGE TANK - BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION (1)	UNIT	EST. QTY.	UNIT PRICE	TOTAL AMOUNT BID
Schedule of Unit Price Work - BASE BID					
1	Furnish and Install a 50,000 Gallon Capacity Multi-Column Welded Steel Elevated Storage Tank, Complete with Concrete Foundation, Painting, Site Grading, Accessories and all Incidentals, Complete in Place at _____ Dollars and _____ Cents Per Lump Sum	L.S.	1	\$	\$
2	Furnish and Install All Materials, Equipment and Labor for "Plant Piping & Valves" with Associated Fittings Interconnections and Incidentals, Complete in Place at _____ Dollars and _____ Cents Per Lump Sum	L.S.	1	\$	\$
TOTAL BASE BID ITEMS				\$	

TOTAL BASE BID - PRICE IN WORDS: \$

Notes:

- In the event of a discrepancy, this amount shall govern.**
- Project will be and evaluated by the independent BASE BID or ALTERNATE BID. Bidders may bid on the BASE BID or ALTERNATE BID or BOTH (BASE BID and ALTERNATE BID). Award will be made to the lowest responsive and responsible BASE BID or ALTERNATE BID.**
- The Owner has the right to reject any or all bids, or otherwise award in its best interest.**

PROJECT: Mirando City Elevated Water Storage Tank

Contractor: _____ Bidder's Signature: _____

Address: _____ Name: _____

_____ Title: _____

City State Zip Code

Telephone Number: _____ Date: _____

Fax Number: _____

WEBB COUNTY - ELEVATED WATER STORAGE TANK - BID SCHEDULE

ITEM NO.	ITEM DESCRIPTION (1)	UNIT	EST. QTY.	UNIT PRICE	TOTAL AMOUNT BID
Schedule of Unit Price Work - ALTERNATE BID					
1A	Furnish and Install a 60,000 Gallon Capacity Multi-Column Welded Steel Elevated Storage Tank, Complete with Concrete Foundation, Painting, Site Grading, Accessories and all Incidentals, Complete in Place at _____ Dollars and _____ Cents Per Lump Sum	L.S.	1	\$	\$
2A	Furnish and Install All Materials, Equipment and Labor for "Plant Piping & Valves" with Associated Fittings Interconnections and Incidentals, Complete in Place at _____ Dollars and _____ Cents Per Lump Sum	L.S.	1	\$	\$
TOTAL ALTERNATE BID ITEMS				\$	

TOTAL ALTERNATE BID - PRICE IN WORDS: \$

Notes:

- In the event of a discrepancy, this amount shall govern.**
- Project will be and evaluated by the independent BASE BID or ALTERNATE BID. Bidders may bid on the BASE BID or ALTERNATE BID or BOTH (BASE BID and ALTERNATE BID). Award will be made to the lowest responsive and responsible BASE BID or ALTERNATE BID.**
- The Owner has the right to reject any or all bids, or otherwise award in its best interest.**

PROJECT: Mirando City Elevated Water Storage Tank

Contractor: _____ Bidder's Signature: _____

Address: _____ Name: _____

_____ Title: _____

City State Zip Code

Telephone Number: _____ Date: _____

Fax Number: _____

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

PROJECT: *“Mirando City Elevated Water Storage Tank”*

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

1. Name of Project: _____ Date Completed: _____
Tank Capacity: _____ Tank Style: _____
Location: _____ Owner Name & Phone: _____
Value of Contract: _____ Engineer Name & Phone: _____
2. Name of Project: _____ Date Completed: _____
Tank Capacity: _____ Tank Style: _____
Location: _____ Owner Name & Phone: _____
Value of Contract: _____ Engineer Name & Phone: _____
3. Name of Project: _____ Date Completed: _____
Tank Capacity: _____ Tank Style: _____
Location: _____ Owner Name & Phone: _____
Value of Contract: _____ Engineer Name & Phone: _____
4. Name of Project: _____ Date Completed: _____
Tank Capacity: _____ Tank Style: _____
Location: _____ Owner Name & Phone: _____
Value of Contract: _____ Engineer Name & Phone: _____
5. Name of Project: _____ Date Completed: _____
Tank Capacity: _____ Tank Style: _____
Location: _____ Owner Name & Phone: _____
Value of Contract: _____ Engineer Name & Phone: _____

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

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

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

PROJECT: “Mirando City Elevated Water Storage Tank”

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

Tank Painting: _____ Firm Written Offer? ___ Yes, ___ No

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

Concrete : _____ Firm Written Offer? ___ Yes, ___ No

ALL Others:

Statement of Tank Painting Subcontractor Qualifications:

1. Name/size of Tank Project: _____ **Location:** _____
Date Completed: _____ Contact Name & Phone: _____
2. Name/size of Tank Project: _____ **Location:** _____
Date Completed: _____ Contact Name & Phone: _____
3. Name/size of Tank Project: _____ **Location:** _____
Date Completed: _____ Contact Name & Phone: _____
4. Name/size of Tank Project: _____ **Location:** _____
Date Completed: _____ Contact Name & Phone: _____
5. Name/size of Tank Project: _____ **Location:** _____
Date Completed: _____ Contact Name & Phone: _____

Experience Data: (Include name and experience record of the Tank Superintendent & Welding Superintendent)

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

PROJECT: “Mirando City Elevated Water Storage Tank”

List of projects that your business currently has under contract:

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

(Attach additional projects on separate sheets)

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

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

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

Have firm offers from suppliers and/or manufacturers been used to determine the unit bid prices for all major items of work listed in your signed Bid Proposal? ___Yes, ___No

Have you ever failed to complete any work awarded to you? ___Yes ___No; If “Yes” state where and why: _____

Are there any current lawsuits pending against your company related to construction? ___Yes ___No; If “Yes” explain: _____

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

BID BOND

PROJECT: “Mirando City Elevated Water Storage Tank”

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

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

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

Signed, this _____ day of _____, 20__.

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

NOW, THEREFORE,

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

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

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

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

Principal (L.S.)

Surety

By: _____

CONSTRUCTION CONTRACT

Agenda Item: _____

STATE OF TEXAS
COUNTY OF WEBB

THIS AGREEMENT, made this _____ day of _____ by and between the Webb County, Texas, acting by and through its duly authorized County Judge hereinafter termed the Owner, and _____ of the City of _____, County of _____, State of _____, his/their executors, administrators, heirs, successors, or assigns, hereinafter termed the Contractor.

WHEREAS, the Owner desired to enter into Contract for the _____ in accordance with the provisions of the Invitation for Bids, the Specifications and Plans titled as above, and published by Webb County, Texas, 1110 Washington Street, Laredo, Texas 78040 all of which are a part thereof; and,

WHEREAS, the Contractor has been engaged in and now does such work and represents that he is fully equipped, competent and capable to perform the above desired and outlined work, and is ready and willing to perform the work in accordance with the provisions of the Invitation for Bids, the Specifications and Plans, titled, "**Mirando City Elevated Water Storage Tank**"

WITNESS:

THAT for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Owner, the Contractor hereby agrees at the unit price set forth in his Bid, made a part thereof totaling the sum of _____ (\$ _____) based on the Engineer's estimate of quantities, payable in the manner set out in Division C, Section 9, General Provisions of the contractual Documents to commence and complete the **Water System Improvements** in Webb County, Texas, in accordance with Instructions to Bidders, Special Provisions, General Provisions, Technical Provisions, and all other requirements of the contractual Documents, and in accordance with the Specifications and Plans (including all maps, plats, blueprints, and other drawings and printed or written explanatory matter thereof) prepared by the Owner's Engineer, a part thereof and collectively, together with this Agreement constitute the entire Contract; and the Contractor agrees to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other insurance and other accessories and services, and whatever else may be necessary to complete the said construction in accordance with said specifications, plans, and other contractual documents including such proposal.

Project: "Mirando City Elevated Water Storage Tank"

Said Contractor further agrees to begin the work on or before the tenth day following the date set by the Owner in the written notice to proceed and to complete the work within 270 calendar days.

The Contractor further agrees to pay the sum of **\$400.00** for each consecutive day there-in-after as herein provided in **Division B, Section 1**.

And the Owner in consideration of the full and true performance of the said work by said Contractor hereby agrees to and binds itself to pay the said Contractor the unit price set forth in the attached Bid, and in the manner provided in the Specifications.

IN WITNESS WHEREOF, the OWNER AND THE CONTRACTOR have hereunto set their hand this _____ day of _____.

WITNESS:

Name

Address

ATTEST:

MARGIE RAMIREZ IBARRA

APPROVED AS TO FORM:

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

Contractor/Firm (Typed)

Signature

Signature (Typed)

Title: _____

Address

City/State/Zip Code

Telephone Number:

Fax Number

WEBB COUNTY, TEXAS

Tano E. Tijerina,
County Judge

SECTION A-8
PERFORMANCE BOND

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}
COUNTY OF {}

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

WEBB COUNTY, TEXAS

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

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

(hereinafter called the "Work")

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

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

(1) Correct name of Contractor.

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

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

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

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

ATTEST:

(Principal) Secretary

PRINCIPAL

By: _____

(SEAL)

Address (State and Zip Code)

Witness as to Principal

Telephone Number

Address (State and Zip Code)

ATTEST:

Secretary

(SEAL)

(Surety) Secretary

(SEAL)

Witness as to Surety

Address (State and Zip Code)

SURETY: (Surety)

By: _____

Address (State and Zip Code)

Telephone No. (Area Code)

PAYMENT BOND

(As required by Chapter 2253, Texas Government Code)

THE STATE OF {}
COUNTY OF {}

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

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

(hereinafter called the "Work")

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

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

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

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

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

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

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

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

ATTEST:

(Principal) Secretary

PRINCIPAL

By: _____

(SEAL)

Address (State and Zip Code)

Witness as to Principal

Telephone Number

(SEAL)

Surety

ATTEST:

(Surety Secretary)

By: _____

(SEAL)

Address (State and Zip Code)

Telephone Number

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

PERFORMANCE - PAYMENT BOND FORM

M-24, 25, Attach. Sa

Individual Principal (SEAL)

Address (State and Zip Code)

Business - Address

Telephone Number (Area Code)

Telephone Number (Area Code)

ATTEST:

Corporate Principal

(State and Zip Code)

Business Address Name

Telephone Number (Area Code)

Address (State and Zip Code)

(Affix Corporate Seal)

ATTEST:

By: _____

Address (State and Zip Code)

Surety

Corporate

Business Address

(Affix Corporate Seal)

Telephone:

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____,
Secretary of the Corporation named as Principal in the within Bond; that _____
sealed, an attested for and in behalf of said Corporation by authority of its governing
body.

Title

Date: _____

(Affix Corporate Seal)

Telephone No.

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

\$ _____

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

CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

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

- a. Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable State or Territorial law for all of his/her employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In the case where any class of employees engaged in hazardous work on the project under this Contract and is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employee's liability insurance for the protection of such of his/her employee as are not otherwise protected.
- b. Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of his Contract: Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amount of not less than \$1,000,000 for bodily injury, including accidental death, to any one person and an amount not less than \$1,000,000 on account of any one occurrence: Property Damage in the amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate; and Vehicle Liability of \$1,000,000 for any one person or \$1,000,000 for each occurrence.
- c. Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his/her Subcontractor to procure and shall maintain during the life of his/her Subcontractor, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amount specified in Subparagraph b. above or, (2) insure the activities of his/her Subcontractors in his/her policy specified in Subparagraph b. above.
- d. Scope of Insurance and Special Hazards: The insurance required under Subparagraph b. and c. above shall provide adequate protection for the Contractor and his/her Subcontractor's, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by any one directly or indirectly employed by him/her and also against any of the special hazard which may be encountered in the performance of this Contract.
- e. Builder's Risk Insurance (Fire and Extended Coverage): Unless otherwise provided by the Owner, the Contractor shall procure and shall maintain during the life of this Contract Builder's Risk Insurance (Fire and Extended Coverage) on a 100 percent (100%) completed value basis on the insurable portion of the project. The Owner, the Contractor, and Subcontractor (as their interests may appear), shall be named as the Insured.
- f. Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The Insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

CERTIFICATE OF INSURANCE

To: Webb County
Owner

Date: _____

1110 Washington Street
Laredo, Texas

Project: **“Mirando City Elevated Water Storage Tank”**

This is to certify that _____

Name and Address of Insured and telephone number

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

TYPE OF INSURANCE

Policy No. _____ Effective _____

Expires: _____

Limits of availability: _____

Workman’s Compensation: _____

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

Contingent Liability: _____

Property Damage: _____

Builder’s Risk: _____

Automobile: _____

Other: _____

Division A:
Instructions to Bidders & Contract Documents

Certificate of Insurance
Page 2 of 12

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

Locations covered: _____

Descriptions of Operations covered: _____

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

WITNESS:

Name

Address

Contractor/Firm (Typed)

Signature

Signature (Typed)

Title:

Address

City/State/Zip Code

Telephone Number

Fax Number

NOTICE:

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

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

(copy of rule 110.110 is attached)

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

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

- (b) Providing or causing to be provided a certificate of coverage pursuant to this rule is representation by the insured that all employees of the insured who are providing services on the project are covered by workers' compensation coverage, that the coverage is based on proper reporting of classification codes and payroll amounts, and that all coverage agreements have been filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading certificates of coverage, or failing to provide or maintain required coverage, or failing to report any change that materially affects the provision of coverage may subject the contractor or other person providing services on the project to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (c) A governmental entity that enters into a building or construction contract on a project shall:
- (1) include in the bid specifications, all the provisions of subsection (d) of this rule, using the language required by paragraph (7) of this subsection;
 - (2) as part of the contract, using the language required by paragraph (7) of this subsection, require the contractor to perform as required in subsection (d) of this rule;
 - (3) obtain from the contractor a certificate of coverage for each person providing services of the project, prior to that person beginning work on the project;
 - (4) obtain from the contractor a new certificate of coverage showing extension of coverage:
 - (A) before the end of the current coverage period, if the contractor's current certificate of coverage shows that the coverage period ends during the duration of the project; and
 - (B) no later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project;
 - (5) retain certificates of coverage on file for the duration of the project and for three years thereafter;
 - (6) provide a copy of the certificates of coverage to the commission upon request and to any person entitled to them by law; and
 - (7) use the following language for bid specifications and contracts, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Article _____. Workers' Compensation Insurance Coverage.

A. Definitions:

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

DivisionA:

Instructions to Bidders & Contract Documents

Certificate of Insurance

Page 6 of 12

TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

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

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

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

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

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

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

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the

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

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (4) obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

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

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

(d) A contractor shall:

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- (4) obtain from each person providing services on a project, and provide to the governmental entity:
 - (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

REQUIRED WORKERS' COMPENSATION COVERAGE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTICE OF AWARD

To: _____

Project: "Mirando City Elevated Water Storage Tank"

The Webb County has considered the bids submitted for the above described project in response to its advertisement for bids dated _____, and related information to Bidders.

You are hereby notified that your bid in the net amount of \$ _____ has been favorable considered for the project by the City Council at its regular council meeting on _____ . Pursuant to the information to Bidders you are asked to sign the proposed Contract (in five duplicate originals) and to return the same, along with the required Certificate of Insurance, and Payment Bond and Performance Bond within ten (10) days of your receipt of this Notice, for the approval and signature of the County Judge.

For the purpose of effective date of the required Certificate of Insurance, and the Performance Bond and the Payment Bond, the date of _____, may be considered the date of the contract, if the Documents are approved by the County Judge.

If you fail to submit the signed Contract Performance and Payment Bonds, and the Certificate of Insurance within ten (10) days from your receipt of this Notice, your bid will be considered as withdrawn and your bid bond will be forfeited, unless an extension for submittals has been requested in writing and approved by the City.

The Construction Contract time of **270 working days** is to be strictly adhered to per Division B, Section 1 and the contractor aggress to pay as penalty for late completion an amount of **\$400 for each consecutive day** exceeding the contract time allotted.

You are asked to acknowledge receipt of this Notice by signing in the appropriate place below.

Dated this the _____ day of _____.

WEBB COUNTY ENGINEERING DEPT.

Luis Perez Garcia, PE, CFM
County Engineer

ACKNOWLEDGMENT:

Receipt of this Notice is hereby acknowledged

Dated this _____ day of _____

Authorized Signature
Title: _____

NOTICE TO PROCEED

Date: _____

To: _____

Project: "Mirando City Elevated Water Storage Tank"

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

WEBB COUNTY ENGINEERING DEPT.

Luis Perez Garcia, PE, CFM
County Engineer

The above NOTICE TO PROCEED is hereby acknowledged by

on this the _____ day of _____.

Authorized Signature

Typed Name:

Title: _____

CERTIFICATE OF OWNER’S ATTORNEY

Project Description:

The work shall consist of furnishing and erecting one (1) 50,000 gallon capacity multi-column, welded steel, elevated water storage tank, complete with piping, site grading, concrete foundations and footings, paint and painting, and all incidentals required to complete the work.

Awarded by the County Commissioner’s Court: _____,
the undersigned, Marco Montemayor, County Attorney the duly authorized and acting legal representative of WEBB COUNTY, do hereby certify as follows:

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

Marco Montemayor,
County Attorney
Date: _____

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

**DIVISION B
SECTION 1**

CONTRACT TIME & LIQUIDATED DAMAGES

PROJECT: “Mirando City Elevated Water Storage Tank”

The Contract Performance for this project shall be 270 calendar days as defined in the Specifications under General Conditions, Division C, Section 1.

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

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

**DIVISION B
SECTION 2
EQUAL OPPORTUNITY CLAUSE**

PROJECT: “Mirando City Elevated Water Storage Tank”

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

Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoke as provided in Executive Order No. 11246, as amended or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

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

Equal Opportunity Guidelines for Construction Contractors

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

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

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

9. **Are any in-service training programs provided for staff to update the EEO policy?**
At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date, time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.
10. **What recruitment efforts are made for Section 3 residents, minorities and women?**
The construction contractor must notify, both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.
11. **Are any measures taken to encourage promotions for minorities and women?**
Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.
12. **What efforts are taken to insure that personnel policies are in accordance with the EEO policy?**
Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.
13. **Can women be excluded from utilizing any facilities available to men?**
No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to ensure privacy.
14. **What efforts should be utilized to include minority and female contractors and suppliers?**
Take affirmative steps to ensure that small, minority, and women owned businesses are included on all lists for contractors/service providers. Solicit these businesses when issuing RFPs and RFQs and soliciting construction bids. Divide project activities into small tasks to allow participation. Keep records of all offers to minority and female construction contractors.
15. **If a construction contractor participates in a business related association that does not comply with equal opportunity affirmative action standards, does that show his/her failure to comply?**
No, the construction contractor is responsible for its own compliance.
16. **Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**
No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.
17. **What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**
The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

**DIVISION B
SECTION 3
WAGE DETERMINATION**

REQUIRED CONTRACT PROVISIONS

Italics – Explanatory; not contract language

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

All Contracts

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

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

Construction Contracts

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

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

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

<p>(Satisfied with inclusion of HUD 4010)</p>	<p>(40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>APPENDIX II (E)</p>
<p>>\$100,000 for contracts (And federal assistance >\$200,000)</p>	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in</p>	<p>24 CFR §135.38</p>

	<p>conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
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<p>>\$150,000</p>	<p>(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	<p>2 CFR 200 APPENDIX II (G)</p>
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General Decision Number: TX170008 01/06/2017 TX8

Superseded General Decision Number: TX20160008

State: Texas

Construction Types: Heavy and Highway

Counties: Cameron, Hidalgo and Webb Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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 \$10.20 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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

* SUTX2011-003 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE		
FINISHER (Paving & Structures)...	\$ 12.46	
FORM BUILDER/FORM SETTER		
(Structures).....	\$ 12.30	
FORM SETTER (Paving & Curb).....	\$ 12.16	
LABORER		
Asphalt Raker.....	\$ 10.61	
Flagger.....	\$ 9.10	
Laborer, Common.....	\$ 9.86	
Laborer, Utility.....	\$ 11.53	
Pipelayer.....	\$ 11.87	
Work Zone Barricade		
Servicer.....	\$ 12.88	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributor.....	\$ 13.48	
Asphalt Paving Machine.....	\$ 12.25	
Broom or Sweeper.....	\$ 10.33	
Crane, Lattice Boom 80		
Tons or Less.....	\$ 14.39	
Crawler Tractor.....	\$ 16.63	
Excavator, 50,000 lbs or		
less.....	\$ 12.56	

Excavator, over 50,000 lbs..	\$ 15.23
Foundation Drill, Truck Mounted.....	\$ 16.86
Front End Loader Operator, Over 3 CY.....	\$ 13.69
Front End Loader, 3 CY or less.....	\$ 13.49
Loader/Backhoe.....	\$ 12.77
Mechanic.....	\$ 15.47
Milling Machine.....	\$ 14.64
Motor Grader Operator, Rough.....	\$ 14.62
Motor Grader, Fine Grade....	\$ 16.52
Scraper.....	\$ 11.07
Servicer.....	\$ 12.34
Steel Worker (Reinforcing).....	\$ 14.07
TRUCK DRIVER	
Lowboy-Float.....	\$ 13.63
Single Axle.....	\$ 10.82
Single or Tandem Axle Dump..	\$ 14.53
Tandem Axle Tractor with Semi Trailer.....	\$ 12.12
WELDER.....	\$ 14.02

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board

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

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

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END OF GENERAL DECISION

**DIVISION B
SECTION 4
INSPECTION BY COUNTY**

PROJECT: “Mirando City Elevated Water Storage Tank”

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

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

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

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Apprentices and Trainees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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

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

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

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

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

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

DIVISION C – GENERAL CONDITIONS

DEFINITION OF TERMS

C-1.01 DEFINITION OF TERMS:

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

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

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

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

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

C-1.04 ENGINEER:

County Engineer employed by the Owner, or such other Engineer, or Supervisor authorized by the County Engineer or the Owner to act on their behalf, typically the Consultant.

C-1.05 CONSULTANT:

Licensed Engineer employed by the Owner, and authorized by the County Engineer or the Owner to act on their behalf. The decisions by the County Engineer are final.

C-1.06 BIDDER:

An individual, firm or corporation submitting a proposal.

C-1.07 SUPERINTENDENT:

An authorized representative of the Contractor.

C-1.08 INSPECTOR:

An authorized representative of the Owner and Engineer

C-1.09 LABORATORY:

A testing laboratory approved by the Owner and Engineer.

C-1.10 CONTRACT:

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

C-1.11 WORKING DAY:

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

C-1.12 WORK:

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

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

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

C-1.14 CHANGE ORDER:

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

C-1.15 SURETY:

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

C-1.16 PLANS:

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

C-1.17 SPECIFICATIONS:

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

C-1.18 CALENDAR DAYS:

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

C-1.19 INSPECTION:

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

C-1.20 PROJECT ACCEPTANCE:

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

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

DEFINITION OF ABBREVIATIONS

C-2.01 DEFINITION OF ABBREVIATIONS:

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

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

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

INSTRUCTION TO BIDDERS

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

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

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

C-3.02 INTERPRETATION OF ESTIMATES:

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

C-3.03 PREPARATION OF PROPOSAL:

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

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

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

C-3.04 REJECTION OF PROPOSAL:

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

C-3.05 PROPOSAL GUARANTY:

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

C-3.06 DELIVERY OF PROPOSAL:

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

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

C-3.07 WITHDRAWAL OF PROPOSAL:

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

C-3.08 PUBLIC OPENING OF PROPOSALS:

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

C-3.09 COMPETENCY OF BIDDERS:

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

C-3.10 DISQUALIFICATION OF BIDDER:

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

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

Evidence of collusion among Bidders.

An unbalanced Proposal.

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

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

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

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

Being in arrears on existing Contracts.

Having defaulted on a previous Contract.

C-3.11 MATERIALS GUARANTY:

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

AWARD AND EXECUTION OF CONTRACT

C-4.01 CONSIDERATION OF PROPOSALS:

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

C-4.02 AWARD TO CONTRACT:

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

C-4.03 RETURN OF PROPOSAL GUARANTIES:

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

C-4.04 PERFORMANCE AND PAYMENT BOND:

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

C-4.05 EXECUTION OF CONTRACT:

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

C-4.06 NOTICE TO PROCEED:

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

C-4.07 BIDDER INVESTIGATIONS

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

C-4.08 APPROVAL OF CONTRACT:

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

C-4.09 FAILURE TO EXECUTE CONTRACT:

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

C-4.10 PLAN ISSUANCE

After the Notice to Proceed is issued, the Owner shall provide the Contractor with three (3) complete sets of Plans and Specifications for Contractor's use during construction. In the case that additional sets are required, the Contractor shall make arrangements to obtain the extra sets at his own expense.

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

The contractor shall furnish the owner with three (3) local telephone numbers where contractor or a responsible representative of contractor can be reached at any and all time during the prosecution of this project, and especially during weekends or holidays. Failure of contractor to respond to any such emergency which causes County personnel, equipment and materials to be used in such emergency will result in the contractor being charged an amount which shall be twice the cost incurred by the County in using personnel, equipment and materials to handle such emergency due to failure of the contractor to do so, and, in addition, the contractor will be charged a penalty of \$500.00 for each emergency to which it does not respond. In this connection, "failure to respond" means the failure of the contractor to respond to telephone calls from the relevant staff or owner.

SCOPE OF WORK

C-5.01 INTENT OF PLANS AND SPECIFICATIONS:

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

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

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

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

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

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

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

C-5.03 OMITTED ITEMS:

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

C-5.04 EXTRA WORK:

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

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

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

C-5.05 MAINTENANCE OF TRAFFIC:

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

C-5.06 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS:

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

C-5.07 TOOLS AND ACCESSORIES:

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

C-5.08 GUARANTEES:

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

C-5.09 GENERAL GUARANTEE:

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

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

C-5.10 FINAL CLEANING UP:

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

C-5.11 EXISTING STRUCTURES:

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

CONTROL OF WORK AND MATERIALS

C-6.01 AUTHORITY OF ENGINEER:

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

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

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

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

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

C-6.02 COUNTY ENGINEER AS REFEREE:

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

C-6.03 ADEQUACY OF DESIGN:

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

C-6.04 PLANS:

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

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

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

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

C-6.05 CONFORMITY WITH PLANS:

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

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

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

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

C-6.07 COOPERATION OF CONTRACTOR:

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

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

C-6.08 CONSTRUCTION STAKES:

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

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

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

C-6.09 QUANTITIES OF MATERIALS:

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

C-6.10 APPROVAL OF MATERIALS:

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

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

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

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

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

C-6.11 SAMPLES AND TESTS:

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

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

C-6.12 STORAGE:

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

C-6.13 AUTHORITY AND DUTIES OF INSPECTORS:

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

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

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

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

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

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

C-6.14 SUSPENSION OF WORK:

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

If the Contractor refuses to suspend work on verbal order, the Inspector shall issue a written order to suspend work giving the reason for such suspension. After placing the order in the hands of the Contractor's man in charge, the Inspector shall immediately leave the job. Work done during the absence of the Inspector shall not be paid for.

C-6.15 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:

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

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

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

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

C-6.16 DISPUTED CLAIMS FOR EXTRA WORK:

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

Failure on the part of the Contractor to give such notice or to afford the Engineer every facility for keeping account of actual cost of the work shall constitute waiver of the claim for extra compensation. The filing of such notice by the

Contractor and the keeping of cost by the Engineer shall not in any way be construed to prove the validity of the claim. Extra work of any kind should only be performed by Contractor upon receipt of an approved Change Order issued by Owner. When the work has been completed, the Contractor shall within ten (10) day file claim for extra compensation with the Engineer, who will present it to the Owner for consideration.

C-6.17 FINAL INSPECTION

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

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

C-7.01 LAWS TO BE OBSERVED:

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

C-7.02 PERMITS AND LICENSES:

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

C-7.03 PATENTED DEVICES, MATERIALS AND PROCESSES:

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

C-7.04 PUBLIC, SAFETY AND CONVENIENCE:

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

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

C-7.05 SANITARY PROVISIONS:

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

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

C-7.06 BARRICADES AND WARNING SIGNS:

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

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

C-7.07 USE OF EXPLOSIVES:

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

C-7.08 PROTECTION AND RESTORATION OF PROPERTY:

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

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

C-7.09 PROTECTION OF EXISTING UTILITIES:

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

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

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

C-7.10 RESPONSIBILITY FOR DAMAGE CLAIMS:

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

C-7.11 RESPONSIBILITY FOR THE WORK:

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

C-7.12 USE OF COMPLETED WORK:

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

C-7.13 NO WAIVER OF LEGAL RIGHT:

Inspection by the Engineer or by any of his duly representatives, any order, measurement, or certificate by the Engineer; any order by the Owner for the payment of money, any payment for or acceptance of any of work, or extension of time; or any possession taken by the Owner shall not operate as a wavier of any

provision of the Contract, or any power therein preserved to the Owner, or of any right to damages therein provided. An waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

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

C-7.14 RESPONSIBILITIES OF PARTIES AS TO UTILITY WORK:

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

PROSECUTION AND PROGRESS

C-8.01 RIGHT-OF-WAY:

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

C-8.02 DELAYS DUE TO OWNER:

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

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

C-8.03 SUBLETTING OR ASSIGNING OF CONTRACT:

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

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

C-8.04 SUBCONTRACTING:

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

C-8.05 PROSECUTION OF WORK:

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

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

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

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

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

C-8.06 WORKMEN AND EQUIPMENT:

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

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

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

C-8.07 TEMPORARY SUSPENSION OF WORK:

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

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

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

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

C-8.08 COMPUTATION OF CONTRACT TIME:

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

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

C-8.09 FAILURE TO COMPLETE THE WORK ON TIME:

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

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

C-8.10 ABANDONMENT OF WORK OR DEFAULT OF CONTRACT:

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

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

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

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

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

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

MEASUREMENT AND PAYMENT

C-9.01 MEASUREMENT OF QUANTITIES:

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

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

C-9.02 SCOPE OF PAYMENT:

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

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

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

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

C-9.03 PAYMENT FOR ALTERED QUANTITIES:

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

C-9.04 PAYMENT FOR OMITTED ITEMS:

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

C-9.05 PAYMENT FOR EXTRA WORK:

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

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

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

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

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

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

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

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

C-9.06 PARTIAL PAYMENTS:

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

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

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

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

C-9.07 TERMINATION OF THE CONTRACT BY THE CONTRACTOR:

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

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

C-9.08 TERMINATION OF THE CONTRACT BY THE OWNER:

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

C-9.09 UNPAID BALANCES

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

C-9.10 ACCEPTANCE OF FINAL PAYMENT:

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

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

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

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

C-9.12 MATERIALS ON HAND INVENTORY:

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

C-9.13 PHOTOGRAPHS:

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

WEBB COUNTY CONTRACTOR'S APPLICATION FOR PAYMENT FORM

Project: **Mirando City Elevated Storage Tank**

Estimate # _____

From: _____

To: _____

Original Amount: \$ _____

Total Amt. To Date: \$ _____

Change Orders: \$ _____

Materials on Hand: \$ _____

% Retainage: \$ _____

Total to Date: \$ _____

Previous Payments: \$ _____

% Complete: \$ _____

Amount Due: \$ _____

CERTIFICATE OF CONTRACTOR:

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

CONTRACTOR:

By: _____

(Signature) Date

Type Name of Company

Type name

CERTIFICATE OF FIELD REPRESENTATIVE:

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

**WEBB COUNTY
INSPECTOR**

By: _____

(Signature) Date

Type name

CERTIFICATE OF ARCHITECT/ENGINEER:

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

ENGINEER:

Porras Nance Engineering

By: _____

Wayne Nance, PE Date

Type name

RECOMMENDED FOR PAYMENT:

APPROVED FOR PAYMENT:

Signature Date

Luis Perez Garcia, PE, CFM
County Engineer

Signature Date

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

TO: WEBB COUNTY
PROJECT: "Mirando City Elevated Water Storage Tank"

WEBB COUNTY, TEXAS

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

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

Contractor

Authorized Signature

Typed Signature and Title

STATE OF TEXAS
COUNTY OF WEBB

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

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

Signature - Notary Public for the State of Texas

Notary Public's Typed Signature

My Commission expires: _____

MATERIALS ON HAND INVENTORY

Project: **“Mirando City Elevated Water Storage Tank”** Contractor: _____

Estimate No. _____ Dates: From _____ to _____

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

FORM LETTER FOR CERTIFICATE OF WARRANTY

DATE:

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

RE: **“Mirando City Elevated Water Storage Tank”**

Dear Mr. Perez Garcia:

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

Sincerely,

Company Name & Authorized Signature

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF WEBB

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and being first duly sworn, acknowledged to me that he/she executed the same for the purpose and consideration therein expressed and declared to me that the statements contained herein are true.

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

Texas

Signature - Notary Public for the State of

Notary Public’s Typed Signature

My Commission expires: _____

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATION
GENERAL SCOPE OF THE PROJECT
MIRANDO CITY ELEVATED WATER STORAGE TANK

WORK TO BE DONE

The work shall consist of furnishing and erecting one (1) 50,000 gallon capacity multi-column, welded steel, elevated water storage tank, complete with piping, site grading, concrete foundations and footings, paint and painting, and all incidentals required to complete the work.

AFFIDAVIT

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

TIME ALLOWED FOR COMPLETION

The project is to be completed within 270 calendar days. Contractor must aggressively and continuously pursue the work to completion. Liquidated damages may be assessed if the Contractor fails to pursue the work. Inclement weather which prohibits the Contractor from proceeding with the work in accordance with the specifications will be justification for a time extension. Time will be allowed for any day in which weather conditions prohibit the Contractor from working at least six hours. The Contractor must document and claim each such weather delay within ten (10) days of occurrence. The Engineers and/or Owner's on-site representative will determine the validity of any such claims after the completion of the contract.

BID METHOD

Contractors are requested to submit unit price bids. The Owner will consider a Base Bid for a complete 50,000 gallon capacity tank and an independent Alternate Bid for a complete 60,000 gallon capacity tank. Bidders may bid on the Base Bid or Alternate Bid or Both (Base Bid and Alternate Bid). Award will be made to the lowest responsive and responsible Base Bid or Alternate Bid. The Owner does reserve the right to reject all bids and to otherwise award the project in its own best interest.

COMPLIANCE WITH TACB & TCEQ REQUIREMENTS

The Contractor shall fully comply with all Texas Air Control Board (TACB) requirements. The Contractor shall give all notices and secure all permits therein required.

As shown in the site plans, existing residential structures lie within 300 feet of the proposed tank. The Contractor shall comply with all sections of the Texas Commission on Environmental Quality (TCEQ), Sections 111.131 – 111.139, relating to abrasive blasting of water storage tanks.

TECHNICAL SPECIFICATION
GENERAL SCOPE OF THE PROJECT
MIRANDO CITY ELEVATED WATER STORAGE TANK

All paints incorporated into this project shall be lead free. Where required by TCEQ rules, exterior blasting and paint system application shall incorporate special techniques including but not limited to rolling, shrouding, partial shrouding, vapor blasting, etc.

CONDITION OF THE SITE

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

EXISTING UTILITIES

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

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

CONSTRUCTION OBSERVATION

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

SUPERINTENDENCE

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

TECHNICAL SPECIFICATION
GENERAL SCOPE OF THE PROJECT
MIRANDO CITY ELEVATED WATER STORAGE TANK

DELAYS CAUSED BY UTILITY ADJUSTMENTS

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

DRAWINGS

The Contractor shall furnish the engineer with structural calculations, six (6) sets of detailed drawings of the tank and foundation prior to any construction work. These calculations and drawings must be signed and sealed by a professional engineer licensed in the State of Texas.

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

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

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

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

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

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

FEDERAL REQUIREMENTS

TECHNICAL SPECIFICATION
GENERAL SCOPE OF THE PROJECT
MIRANDO CITY ELEVATED WATER STORAGE TANK

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

BACKFILL REQUIREMENTS

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

SOIL AND FOUNDATION INVESTIGATION

A soil and foundation investigation report has been prepared for use on this project for the Contractors information. Copies of the report are included in these specifications. If any further testing is deemed necessary by the Contractor, it will be accomplished at his/her own expense.

INSURANCE

See Division A: Contractor's & Subcontractor's Insurance. The Contractor shall also maintain Additional Professional Liability Insurance with a minimum limit of \$1 million each occurrence and aggregate.

In the submission of the certificate of insurance, the insurance company in every case must agree to provide the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after 10 day written notice has been received by the Owner."

Contractor shall purchase and maintain the above insurance (except Workmen's Compensation) as will protect and name as additional named insured Webb County and Porrás Nance Engineering, their officers, agents and employees, against claims which may arise from operations under the Contract Documents and shall furnish the Porrás Nance Engineering an original certificate evidencing the is insurance coverage.

Additionally, the Contractor shall maintain in place sufficient insurance to protect and replace the equipment being used to accomplish the work and shall indemnify the Owner and Engineer against any claims for loss of his equipment while pursuing the work. This shall include an equipment floater for owned or rental equipment.

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LIQUIDATED DAMAGES

For each calendar day in excess of the 270 calendar days allowed to complete the work, liquidated damages shall be deducted from the money due to the Contractor, as is explained in other parts of these contract documents.

LOCAL HIRING

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

MATERIAL SUPPLIERS

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

MATERIAL TO BE REMOVED

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

NOTIFICATION

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

PAYMENT SCHEDULE

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

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PROTECTION OF ADJACENT PROPERTY

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

PROTECTION OF FENCES

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

PERMITS AND LICENSES

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

POWER FOR CONSTRUCTION

The Contractor shall make his own arrangements for electric service and shall purchase all power required for his operation. The contractor shall pay all fees required by the electric company regarding arrangements for temporary power. Contact American Electric Power at (866) 797-4839 for information and charges. .

PRECONSTRUCTION CONFERENCE

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

PRIORITY OF DOCUMENTS

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

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PROJECT FOREMAN

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

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

PROTECTION OF WORK, PROPERTY AND PERSONS

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

The Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public, and shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, trenches and other excavations, and falling materials, and he shall designate a responsible member of his organization on the work site whose duty shall be the prevention of accidents. The name and position of any person so designated shall be reported to the Owner by the Contractor. The person so designated shall be available by phone during non-working hours.

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

The Contractor expressly undertakes at his own expense:

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

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

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

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

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

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

ROCK EXCAVATION

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

SAFETY STANDARDS AND ACCIDENT PREVENTION

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

1. Comply with the safety standards provision of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1979 (Public Law 91-596), and the requirements of Title 20 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register," Volume 36, No. 75, Saturday, April 17, 1971.
2. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

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3. Maintain at his office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctors care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
4. The Contractor shall have a competent person or persons, as required under the Occupational Safety and Health Act, on the site to inspect the work and to supervise the conformance of the Contractor's operations with the regulations of the Act.
5. This project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974, and CFR 29, Part 1910 and all subsequent amendments of General Industry Safety and Health Regulations identified as applicable to construction. Contractors are urged to become familiar with the requirements of these regulations.

SANITARY FACILITIES

Contractor shall provide on-site restroom facilities for workers.

SCHEDULE OF WORK

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

STAKING FOR CONSTRUCTION

The Engineer will provide a center point and an orientation stake for the tank location and a bench mark. The Contractor shall provide all other staking or transfer as needed for his operation. Any restaking shall be the Contractor's responsibility.

STATE SALES TAX

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

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

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

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TESTING

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

The Contractor will be responsible for providing quality control testing for this project. No separate payment will be made by the Owner for this work. Reports will not be required to be submitted to the Owner, unless otherwise specified. The Owner may elect to do other testing.

WARRANTY

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

WATER FOR CONSTRUCTION

All water required by the Contractor for his operation will be furnished without charge by the Owner at a point designated by the Water Superintendent. The Contractor shall make all necessary connections, including valves, and shall transport all water at his own expense. Some non-compensable delay in furnishing water may be experienced by the Contractor if the water supply is being curtailed by the Owner for some reason. In this event, the Contractor agrees that he will need to procure water from some alternate source at his sole expense.

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

WORKING HOURS

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

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The Contractor is required to maintain water service to customers during the course of the work. Customer service may be interrupted between 10:00 P.M. and 6:00 A.M.

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

WORK PERIODS

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

OPERATING AND MAINTENANCE INSTRUCTIONS

The Contractor will submit three copies of operating and maintenance instructions for all equipment installed in this project. The instructions will include detailed procedures for making adjustments and/or settings that may be required for maintenance, recommended schedule for each maintenance, item, and recommended repair parts (with stock numbers) that should be maintained by the Owner.

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SCOPE OF WORK

The work to be done under these specifications includes furnishing all supervision, materials, equipment, tools and labor necessary for the design, manufacture, and erection of a 50,000 gallon elevated water storage tank, complete with foundation, painting, piping, appurtenances, and all incidentals required to complete the work.

STANDARD WATER STORAGE TANK SPECIFICATIONS

The materials, design, fabrication and erection of the tank shall conform to current Standards for Welded Steel Elevated Tanks for Water Storage, "AWWA D-100," of the American Water Works Association, and/or governing insurance specifications.

TANK

The tank shall be a new 50,000 gallon multi-column, welded steel elevated tank as shown on the attached plan drawings. The tank shall consist of the following: foundation, four (4) or more steel columns, a 36" wet riser, and a welded steel water tank. The elevated tank shall be in accordance with the shape, dimensions and details required by these specifications and the drawings.

Operating Parameters

Minimum capacity within operating range	50,000 gallon
Maximum operating range	20 feet
Maximum fill rate	500 gpm
Elevation	
- overflow/top capacity level	930.00 feet
- top concrete foundation	822.00 feet
- final ground	821.00 feet

GENERAL INFORMATION

Information to be furnished by Owner for a tank, as outlined in Section III.A.1, AWWA Standard D100-11 is made a part of this specification and is as follows:

1. Design Standard – AWWA D100-11
2. NSF/ANSI 61 Compliance for Drinking Water System Components Required
3. Capacity - 50,000 gallons
4. Height to Top Capacity Level (TCL) line above top of foundation - 108 feet;
Height to Bottom Capacity Level (BCL) above top of foundation - 88 feet
(minimum)

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5. Type of roof, roof pitch, and projections of eaves - Manufacturer's standard
6. Head range - Manufacturers standard, 20 feet maximum (24 feet maximum for Alternate Bid)
7. Riser pipe - 36" diameter steel wet riser. Provide 1" tap with threaded brass ball valve, hose bibb and water level gauge.
8. Location – 100 Block of J.W. Edgar St, Mirando City Texas (see attached plans)
9. Time of completion - 270 calendar days
10. Nearest Town – Mirando City, Texas - 0 miles; Laredo, TX – 30 miles
11. Nearest railroad siding Laredo, Texas - 30 miles (Kansas City Southern Railroad passes through Mirando City, but with no known railyards)
12. Public road to site boundary
13. Electrical power - The Contractor shall arrange and pay for power during construction. There is an existing service pole on site registered to a private telecommunication user. Contact American Electric Power at (866) 797-4839 for information and charges.
14. Compressed air - Not available at the site
15. Welded joint detail approval not required
16. Mill test reports are not required
17. No other federal, state or local requirements related to AWWA D100-11, section 2.1, Materials are required
18. Steel pipe flanged or welded for pipe installed above ground. PVC, C-900 pipe with slip joint fittings below ground.
19. Design snow Load - 15 psf
20. Wind load - Design for at least 100 miles per hour wind velocity from any direction. Contractor's engineer shall determine if increased wind load must be considered for high, slender tanks.
21. Corrosion allowance - None
22. A 30" wide balcony is required
23. Location of manholes, ladders and accessories - See drawings
24. Pipe connections - A 8" diameter steel inlet pipe, welded to the riser base plate and flange bolted to a ductile iron foot elbow and a 8" PVC pipe that will be installed in the yard to the existing 6" PVC main. Provide all incidentals required to test and connect to existing, active 6" water main. See drawings for additional requirements.
25. The top of the riser shall be equipped with a safety grill unless a riser handrail is installed.
26. Removable silt stop is required
27. Overflow - One 8" diameter overflow, fitted with an adequate anti-vortex entrance detail. 8" overflow discharge pipe shall extend down to grade ending in a 90° elbow hinged flap valve and 4 ½' x 12' x 6" concrete splash pad. Anti-vortex to be sized for 500 GPM

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28. Safety climb devices meeting OSHA standards are required on all ladders shown in plans.
29. A centrally located tank vent is required and must be screened against insects and animals. A pressure/vacuum relief mechanism shall be provided that will operate in the event of vent failure.
30. Specification for additional accessories - See Appurtenances & Accessories, this Specification
31. Welding Procedure Specifications – Manufacturer’s recommendations meeting applicable ASME BPVC, Section IX or ANSI/AWS B2.1 Rules.
32. Complete joint penetration at butt joints subject to secondary stress - Manufacturer's Recommendation.
33. Seal welds are required on all lap joints.
34. Mill or shop inspection is required during prime coat application. Contractor to obtain the services of an independent testing laboratory, satisfactory to the Engineer, to inspect the surface preparation and application of the prime coat and submit a statement certifying the work was accomplished in accordance with the specifications.
35. A written report certifying the inspected quality of field welding is required as described in AWWA D100-11 Sec. 11.2.
36. Radiographic film and/or test segments and inspection reports to be provided and shall remain property of Owner. Inspection of all complete joint penetration welded shell butt joints shall be made by radiographic method. (AWWA D100-11 Section 11.4.1.1). All testing costs shall be paid by Contractor.
37. Painting - See paint specification
38. Soil Investigation - See attached geotechnical engineering study
39. Pile foundation - See attached geotechnical foundation. Design by Contractor
40. Buoyancy effects - See attached geotechnical foundation. Design by Contractor
41. AWWA D100-11, Section 12.8 shall govern concrete placement and ACI 301 & 318 requirements are modified as indicated
42. Earth cover - Minimum 3.0 feet over top of pipe
43. Seismic Group II.
44. Site Specific Seismic Procedures - Not Applicable
45. The Owners representative will conduct inspections throughout the construction period. Owner may bring in third party inspector as needed in the Owner's opinion.

PROPOSAL

Submit the following with the bid proposal:

1. Tank Drawing - A preliminary section view drawing of the tank and foundation proposed for this project. The drawing shall include sufficient detail to illustrate tank and foundation geometry, materials of construction, primary dimensions, the elevation of

TECHNICAL SPECIFICATION
ELEVATED STORAGE TANK

low and high water levels and other information required to show compliance with the specification.

2. Experience - Bids will be received only from experienced tank contractors who have furnished and erected at least five (5) multi-column, welded steel elevated storage tanks of equal or greater capacity within the last five (5) years. A letter shall accompany his bid listing five (5) such examples. Provide location, contact name and phone number, and year completed. Acceptable manufacturers are: Phoenix Fabricators and Erectors Inc.; Caldwell Tanks Inc.; Other manufacturers must submit a written request to the Engineer ten (10) working days prior to the bid opening in order for their bids to be considered.

Failure to provide this information shall be cause for bid rejection.

DRAWINGS

The Contractor shall furnish the Engineer, prior to any construction work, structural calculations, six sets of detailed drawings of the tank and of the foundation. These calculations and drawings must be signed and sealed by a professional engineer licensed in the State of Texas. The Contractor's engineer shall certify that the elevated tank & foundation have been designed in accordance with the requirements and specifications.

The Contractor shall not subcontract the design or construction of the steel tank or concrete support structure.

The Contractor shall directly employ a full time professional Engineer with a minimum five (5) years cumulative experience in the design and construction of welded steel elevated tanks. The Engineer shall be licensed in the State of Texas and shall be the responsible engineer in charge of the work.

A qualified supervisor directly employed by the Contractor shall be on site at all times during construction of the foundation and steel tank.

WELDER QUALIFICATIONS

All welders shall be qualified by ASME requirements in all positions.

WELDER SUPERVISION

The tank contractor shall employ the services of a welding supervisor independent of the tank erection foreman's authority and/or jurisdiction.

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WELDING

Material, design, welding, shop fabrication, erection, and inspection of this elevated storage tank shall conform with all applicable portions of the specifications AWWA D100-11 for elevated steel water tanks, stand pipes, and reservoirs, as adopted by the American Water Works Association, and the American Welding Society in their latest amended forms.

APPURTENANCES & ACCESSORIES

Ladders

Access ladders shall be provided at the following locations:

The tower ladder shall extend up one column from near the base connecting with the balcony. The first rung shall be located approximately 8 feet above top of foundation.

An outside tank ladder from the balcony to the roof hatch.

An inside tank ladder from the roof hatch to the inside bottom of the tank.

An inside riser ladder from the base of the riser to the bottom of the tank.

Ladder side rails shall be a minimum 3/8 inch by 2 inches with a 16 inch clear spacing. Rungs shall be not less than 3/4 inch, round or square, spaced at 12 inch centers. The surface of the rungs shall be knurled, dimpled or otherwise treated to minimize slipping. Ladders shall be secured to adjacent structures by brackets located at intervals not exceeding 10 feet. Brackets shall be of sufficient length to provide a minimum distance of 7 inches from the center of the rung to the nearest permanent object behind the ladder.

Fall Protection

Ladders shall be equipped with a fall arrest system meeting OSHA regulations. The system shall be supplied complete with safety harnesses, locking mechanisms, and accessories for two persons.

Balcony

The tank shall be equipped with a balcony not less than 30" wide with a handrail not less than 42" high. The floor shall be perforated for drainage.

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Roof Hatches

Provide two access hatches on the roof of the tank. One hatch shall be 30 inch diameter and allow access from the roof to the interior of the tank. The hatch will be hinged and equipped with a hasp for locking. The hatch cover shall have a 2 inch downward edge.

The second hatch will be 24 inch diameter and flanged with a removable cover so constructed that an exhaust fan may be connected for ventilation during painting operations. The openings shall have a minimum 4 inch curb. Where conveniently accessible from an outside balcony, a shell manhole may be substituted for this additional opening if properly designed per AWWA D100-11, Section 5.4.3.2

Tank Vent

The tank vent should be centrally located on the tank roof above the maximum weir crest elevation. The tank vent shall have an intake and relief capacity sufficiently large that excessive pressure or vacuum will not develop during maximum flow rate. The maximum flow rate of water exiting the tank shall be calculated assuming a break in the inlet/outlet piping at ground level when the tank is full. The vent shall be designed, constructed and screened so as to prevent the ingress of wind driven debris, insects, birds and animals. The vent shall be designed to operate when frosted over or otherwise clogged. The screens or relief material shall not be damaged by the occurrence and shall return automatically to operating position after the blockage is cleared.

Riser Manhole

A minimum 18 x 24 inch elliptical access manhole shall be provided approximately 3 feet above the base of the wet riser. The hatch shall open inward.

The diameter of the wet riser shall be not less than 3 feet.

Inlet/Outlet Piping

The vertical combined inlet/outlet pipe connection to the bottom of the riser shall be a 8" standard weight carbon steel pipe with appropriate transition to a ductile iron base elbow of the same diameter. The vertical pipe shall extend up into the riser one foot above the riser base.

Overflow

The overflow pipe shall be designed to carry the maximum design flow rate of 500 GPM. The 8 inch steel overflow pipe shall have a minimum wall thickness of 1/4". A suitable weir shall be provided inside the tank with the crest located at High Water

TECHNICAL SPECIFICATION ELEVATED STORAGE TANK

Level. The overflow shall be routed from the weir to closely match the roof contour and extend down the low grade side column and terminate approximately 1 to 2 feet above grade and discharge onto a concrete splash pad. The point of discharge shall have a 45 to 90 degree elbow to and be equipped with a flap valve.

Identification Plate

A tank identified plate shall be mounted on the tank riser pipe above the access manhole. The identification plate shall be corrosion resistant and contain the following information:

Tank Contractor Name, Contractors project or file number, tank capacity, height to high water level, tank style and date erected.

Probe Holders

Contractor shall provide a probe holder (minimum of four probes) and conduit sized for four future probes. A pull wire shall be provided in the conduit.

TANK FOUNDATION

The concrete foundation is included in the tank contract and shall be designed by the tank contractor for the soil bearing value specified in AWWA Standard D100-11, based upon recommendations in the attached soil report. Appropriate adjustments to construction schedule and price will be negotiated if, during excavation, soil conditions are encountered which differ significantly from those given in the soil report. A chamber of adequate size to accommodate the base ell and the pressure pipe shall be furnished with the riser foundation.

Concrete for foundation shall be proportioned to develop a minimum compressive strength of not less than 4,000 pounds per square inch in 28 days. The maximum size of coarse aggregate shall be one and one-half inches (1 ½"). Concrete cylinders shall be collected and submitted by the contractor to a licensed testing laboratory for testing, all costs shall be paid for by Contractor. A copy of all certified test results must be submitted to the Engineer. See specifications entitled "Concrete Work" for testing requirements.

DISINFECTION

After completion of the painting of the structure, the contractor shall disinfect the tank in conformity with the procedure recommended by the latest revision of AWWA Specification C652. The contractor shall furnish all labor and materials except water for the disinfection.

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GRADING

After all excavations and backfills have been made, the contractor shall fine grade the entire site as shown in the attached plans. The fine grading shall be made smoothly to constant slopes to insure fast run-off of storm waters and insure no ponding of water. Excavated material may be used to accomplish the fine grading. Large, uneven clods will be tamped smooth and even.

SURPLUS EXCAVATED MATERIAL

Surplus excavated materials may be left on site if graded smooth in locations approved by Owner. All undesirable materials shall be removed from the site by the contractor.

PAINT AND PAINTING OF STEEL STORAGE TANK

See Specification entitled "Paint and Painting of Water Storage Tanks".

OPERATION & MAINTENANCE

Provide operating instructions and maintenance procedures for the elevated tank and applicable appurtenant equipment, mechanical components and accessories.

INSPECTION

The contractor will be required to advise the engineer 24 hours in advance of any concrete pour or painting so that he may inspect the job. Any concrete placed or painting completed without prior approval of the engineer will be subject to removal. The contractor must advise the engineer 24 hours in advance of sandblasting of the exterior belly of the tank so that an inspector can be on hand for this operation.

TESTING FOR LEAKS

Upon completion of the tank, the tank shall be filled with water to the maximum working level. Water for this purpose will be furnished by the Owner. Any leaks which are disclosed in this test shall be repaired by the Contractor. This may be performed after painting.

GUARANTEE

The tank contractor shall guarantee his work for a period of one year from the date of final acceptance of his work, to the extent that he will repair any defects, which may appear because of faulty design, workmanship, or material furnished under the specifications. The Contractor will guarantee the paint system for a period of one year. Approximately 10 months into the warranty period, the Contractor will request a joint inspection of the tank with the Owner. Any defects noted during the inspection shall

TECHNICAL SPECIFICATION
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be corrected by the Contractor. The Contractor shall then warrant the corrected areas for an additional year. Another joint inspection will be requested approximately 10 months into this warranty period and any deficiencies noted shall be corrected by the Contractor. All such inspections and remedial work will be at the Contractor's expense. The Contractor shall provide any necessary temporary rigging etc. needed for this purpose.

CLEAN UP

The contractor shall clean up the entire construction site removing all debris, unused construction materials, surplus materials and scraps, equipment, waste materials, concrete transit-mixer washings and dumps, and other materials as directed by the Engineer.

MEASUREMENT AND PAYMENT

The work performed under this item shall be paid for at the lump sum price bid for each elevated water storage tank which price shall be considered full compensation for all labor, materials, tools, equipment, excavation, site grading, tank, tower, reinforced concrete foundation, temporary electrical, painting, and all incidentals necessary to complete the work as described in the plans and specifications.

The Owner will consider a Base Bid for a complete 50,000 gallon capacity tank and an independent Alternate Bid for a complete 60,000 gallon capacity tank. Bidders may bid on the Base Bid or Alternate Bid or Both (Base Bid and Alternate Bid). Award will be made to the lowest responsive and responsible Base Bid or Alternate Bid. All work, materials, specifications, requirements, etc. listed on the plans and included herein for the Base Bid 50,000 gallon tank are equally required for the Alternate Bid 60,000 gallon tank.

TECHNICAL SPECIFICATION
PAINT & PAINTING WATER TANKS

SCOPE OF WORK

The work to be performed under this item shall include furnishing all labor, materials, tools and equipment required for the painting of a water storage tank.

MATERIALS

The products listed in this specification are designated by trade name as a standard of quality. Substitutions will be considered only upon written request for substitution being submitted to the Engineer at least seven (7) days prior to the receipt of bids. The submittal must contain the manufacturers complete technical literature and product data sheets for the proposed materials.

Consideration will be given only to those products which have been used on similar projects. The submittal must include a list of ten (10) other applications where the proposed materials have been in service for a minimum of five (5) years. The names of the project Owner, the engineers of the project, and all products used must accompany the submittal. All paint products must conform to AWWA and other regulatory authority's regulations where applicable. All paint delivered to the job site must be lead free. The manufacturer must provide the Owner with a written certification to this effect prior to paint application.

Manufacturers whose products are approved for use on this project are Themec Company, Inc., or approved equivalent.

All coats of paint for any particular surface shall be from the same manufacturer.

DELIVERY AND STORAGE

All paint shall be delivered to the job in original containers marked with the name of the manufacturer and the specification number or formula of paint contained therein. The paint shall not show excessive settling in a freshly opened can and shall be easily redispersed with a paddle to a smooth, homogeneous state. The paint shall show no curdling, livering, caking, or color separation and shall be free from lumps or skins. The paint shall dry to a smooth, uniform finish, free from roughness, grit, unevenness and other surface imperfections.

Coating materials shall be stored in a location approved by the Engineer for that purpose. The storage areas shall be kept clean and any damage caused by the painting Contractor shall be repaired. Oil rags and waste or other fire hazards shall be removed from the storage areas each night and disposed of or stored in closed metal containers in accordance with applicable fire and safety regulations.

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PAINT & PAINTING WATER TANKS

SAFETY

Paints and coatings specified herein are hazardous materials. Vapors may be toxic or explosive. Protective equipment, approved by the appropriate regulatory agency, is mandatory for all personnel involved in the painting and coating operations.

WORKMANSHIP

Bids will be received only from experienced tank contractors who have painted at least five (5) elevated storage tanks of equal or greater capacity. A letter shall accompany the bid listing five such examples. The failure to provide this information shall be cause for bid rejection.

The protective coatings shall be applied by workers who perform quality work and who are experienced and knowledgeable in surface preparation and application of high-performance industrial coatings.

Paint application procedures shall conform to the standards of craftsmanship discussed in the Steel Structures Painting Council's Painting Manual, Volume 1, Good Painting Practice. These techniques include, but are not limited to, multiple passes of the spray gun, with each pass overlapped 50%, and "Cross Hatching" successive coats of paint.

PRIME COAT OPTION

The Contractor has the option of providing a shop prime coat or to provide the prime coat in the field. In either case the Contractor shall prepare the surfaces and apply the prime coat in accordance with this specification.

If the Contractor elects to shop prime he shall obtain the services of a testing laboratory, approved by the Engineer, to inspect the surface preparation and application of the prime coat. The inspector shall submit a statement to the Engineer certifying that the surface preparation and application of the prime coat was accomplished in accordance with these specifications. Prior to shop priming, all surfaces shall be prepared as per Near-White Metal Blast Cleaning as per SSPC-SP10.

SURFACE PREPARATION

Preparation of all surfaces to be painted shall be by abrasive blasting to SSPC - SP10, Near-White Metal Blast Cleaning. Cleaning and painting shall be so programmed that detrimental amounts of dust or other contaminants do not fall on wet, newly-painted surfaces. Surfaces not intended to be painted shall be suitably protected from the effects of cleaning and painting operations. The surface to be

TECHNICAL SPECIFICATION
PAINT & PAINTING WATER TANKS

painted shall have the specified surface preparation at the time of application of the paint. If the surface is degraded or contaminated subsequent to surface preparation and prior to painting, the surface shall be restored before paint application.

Cleaning: All surfaces to be coated shall be free of grease, oil and dirt by steaming and/or detergent cleaning per SSPC-SP1 Solvent Cleaning.

Metal and Weld Preparation: All surface defects such as gouges, pits, welding and torch cut slag, welding flux and spatter, etc., shall be removed by grinding. All welds shall be prepared as per NACE SP0178, Designation D, for all butt, lap and fillet welds. Sharp edges shall be radiused 1/8th inch minimum, 1/4th inch preferred.

Abrasive Material: Blast only as much steel as can be coated the same day of blasting.

The abrasive to be used shall be sharp, angular, properly graded and brought to the jobsite in moisture-proof bags or airtight bulk containers, and shall be capable of producing the depth of profile specified herein. Neither copper slag nor coal slag abrasive are acceptable for use.

The profile thus obtained may be verified with replica tape such as the Tes-Tex Coarse or Extra Coarse Press-O-Film Tape, and the tapes then given to the Owner for filing for future reference. The surface profile obtained from abrasive blasting operations for interior surfaces shall be a minimum of 2 mils and shall not exceed 3.5 mils. The surface profile obtained from abrasive blasting for exterior surfaces shall be a minimum of 1.5 mils and shall not exceed 3.5 mils. It is the Contractor's responsibility to utilize the correct abrasive to obtain the specified anchor profile.

Blasting shall not be performed if the surface may become wet before priming commences, or when surfaces are less than 5°F above the dew point.

The standard of cleanliness for the surface preparation shall be evaluated with the use of: SSPC Pictorial Surface Preparation Standards for Painting Steel Surfaces, SSPC-Vis 1; Swedish Pictorial Standards; or NACE TM-09-70 Visual Standards.

Remove all dust and abrasive residue from freshly blasted surfaces by brushing, or blowing with clean dry air, paying special attention to corners and joints of connecting members. Upon commencement of the project, the Contractor will demonstrate the effectiveness of the proposed blast material. Residue on the surface must not be produced by the blast which cannot be easily removed.

COATING APPLICATION

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Environmental Conditions: Coating shall not be applied: when the metal temperature is less than 50°F; when the temperature is less than 5°F above the dew point; when the expected weather conditions are such that the temperature will drop below 40°F within six hours after the coating has been applied; or when the relative humidity is above 85%. Blasting and/or painting shall not be performed inside a tank whenever the above conditions exist, or while it is raining outside the tank. Relative humidity and dew point shall be measured by use of a sling psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometric Tables. Painting on the exterior of tanks shall not be conducted when there is water stored inside the tank.

Application Procedures:

APPLICATION OF INTERIOR PAINT: The interior paint shall be applied by brush or high pressure "airless" spray over properly cleaned surfaces in successive coats as specified. Application by roller is strictly prohibited.

APPLICATION OF EXTERIOR PAINT: Exterior painting shall consist of successful applications as specified. Each coat shall have a minimum dry film thickness as specified. Exterior paint may be applied by brush, roller, or by high pressure "airless" spray and in compliance with manufacturers equipment recommendations.

All coatings shall be applied in accordance with manufacturer's recommendations and specifications as outlined herein, using the best state-of-the-art techniques that will result in a finish that is free of runs, sags, curtains, pinholes, orange peel, fish eyes, excessive overspray, or delaminations.

Materials shall only be thinned with the manufacturers recommended thinners, and shall be thinned as required to adjust the viscosity for temperature variations, proper atomization and flow-out.

Any catalyzed material remaining at the end of the day shall be discarded.

The intermediate coat on a 3-coat exterior application shall not be the same color as the finish coat.

All edges and welds shall be striped by brush after applying the first full coat to properly prepared surfaces. When applied by brushing, paint shall be brushed in one direction, and then smoothed in a direction at right angles to the original brushing to produce as uniform a thickness of coat and as complete a coverage as possible. This required two-directional brushing shall be considered "one coat". Care must be taken to insure the application of a uniform coating carefully worked around rivet heads, seams, joints and other irregularities in the surface. Brush application shall be in accordance with SSPC Paint Application No. 1 (Shop and Field Maintenance Coating).

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The use of spray-painting equipment which diffuses paint and compressed air or generates paint or permits paint spray to become air-borne, at other than the immediate vicinity of the work surface, will not be permitted. Paint shall not be applied when conditions are such that windblown driftage, insects or moisture can collect on the freshly applied paint.

The Contractor shall take all necessary precautions to prevent paint or blast debris from being scattered or windblown during application and shall be responsible for any and all damages due to settlement of paint or blast debris on dwellings, structures, vehicles, or other property in the vicinity of the work.

In order to prevent the degradation or contamination of cleaned surfaces, the first coat of paint shall be applied immediately after the surface has been cleaned. Succeeding coats shall be applied before contamination of the under surface occurs. When this procedure is impossible or impractical, the Contractor and the Owner shall agree on the procedure to be followed.

Previously applied coatings shall be roughened prior to painting whenever necessary for the development of proper intercoat adhesion.

Curing:

Each coat of paint shall be allowed to either dry or cure for the amount of time recommended by the coating manufacturer before successive coats of paint are applied. All successive coats of paint shall be applied within the recoat threshold time as recommended by the coating manufacturer.

Proper ventilation is essential to proper curing of any paint film, especially inside tanks, pipes and other enclosed areas. Solvent fumes are heavier than air and must be properly exhausted through adequate sized bottom outlets using heavy duty explosion- proof forced air fans. Failure to do so will result in the paint tending to run, difficulty in film-building, extended curing schedules and, in the worst-case situation, complete failure to cure. Also, proper ventilation is essential to the safety of the workers.

Forced ventilation of closed spaces shall continue for at least 7 days after the last coat has been applied. (Consult manufacturer for specific curing schedule).

PROTECTIVE COATING SYSTEMS

Steel Surfaces - Atmospheric Exposure

Exterior Tank Coating System: 3-Coat System

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Surface Preparation: Surface Preparation: SSPC-SP6 Commercial Blast Cleaning. Anchor profile shall be 1.5 to 3.5 mils as per ASTM D4417, Method C or NACE Standard RP0287.

Coating System:

1st Coat: Tnemec Series 90-97 Tnemec Zinc	2.5-3.5 mils
Stripe Coat: Tnemec Series 66HS-1255 Hi-Build Epoxoline	
2nd Coat: Tnemec Series 66HS,Hi-Build Epoxoline	4.0-6.0 mils
3rd Coat: Tnemec Series 1074U Endura-Shield II	3.0-4.0 mils
Minimum Total Thickness:	10.0mils DFT

Steel Surfaces - Immersion Service

Interior Tank Coating System: 2-Coat System

Surface Preparation: SSPC-SP10 Near-White Metal Blast Cleaning. Anchor profile shall be 2.0 to 3.5 mils as per ASTM D4417, Method C or NACE Standard RP0287.

Coating System:

1st Coat: Tnemec Series 91-H20 Hydro-Zinc	2.5-3.5 mils
Stripe Coat: Tnemec Series 20HS-15BL Pota-Pox	
2nd Coat: Tnemec Series 141 Epoxoline	11.0-14.0 mils
Minimum Total Thickness:	14.0 mils DFT

Thin only with approved thinner for spray, brush, or roller.

Exterior Lettering & Logo

The Contractor shall paint the words "Mirando City" and a panther logo on one side of the elevated tank (see attached plans) shall be with black letters not less than four (4) feet in height with Tnemec Series 1074U Endura-Shield II. Prior to lettering, the Contractor shall submit rendering and/or shop drawings for approval. Letter stem width to be at least 7 inches. The Owner shall provide the logo in a digital format for the Contractor's convenience in developing related shop drawings.

COLOR

The color for the tank exterior shall be egg-shell white. The Contractor shall consult with the Owner to confirm color approval prior to ordering the paint.

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FILM THICKNESS

Film thickness shall be checked with a non-destructive, magnetic pull-off gauge such as the Mikrotest Model DFG-100, or electronic thickness gauge. The National Bureau of Standards certified thickness calibration plates to verify accuracy of thickness gauge shall be used. The number of film thickness readings taken will be in accordance with SSPC-PA2, May 2012 Edition. Dry film thickness shall be a Level 2 as defined in Paragraph 9.2, excepting that no single gage reading shall be less than 80% of the specified dry film thickness.

Holiday Test:

Holiday inspection shall commence only after the coating has sufficiently cured, usually seven days. (Consult the coating manufacturer for specific curing schedules). Testing shall be in accordance with NACE SP0188-2006.

Inspection device to be used shall be a 67 1/2 volt DC, 80,000 ohm Tinker-Razor wet sponge holiday detector, or equal, and shall be furnished by the Contractor.

The Holiday Detector shall be properly grounded, and the sponge probe shall be saturated and lightly wrung out using clear tap water and wetting agent. The sponge shall be moved at a slow to moderate pace over all interior surfaces. Any defects detected shall be marked with chalk, repaired, and re-inspected.

PAINT REPRESENTATIVE

An authorized representative of the manufacture of the protective coatings selected for use on this project shall "qualify" the painting Contractor in the use of such materials. Contact Tnemec Company, (Representative - Pat Barry (800) 326-7881).

WELDER QUALIFICATIONS

All welders shall be qualified by ASME requirements in all positions.

WELDING

Material, welding, fabrication, erection and inspection of this elevated storage tank shall conform with all applicable portions, as separately specified herein.

INTERIOR WELDS

All repair joints on the interior and exterior of the tank, shall be completely welded. Spot or tack welding joints will not be authorized.

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PAINT & PAINTING WATER TANKS

DISINFECTION

Upon completion of the work, the Contractor shall cause the Owner to open water valves to flush the main leading to the tank and fill the bowl. Thereafter, this water shall be drained from the local blow-off or drain. The tank can then be disinfected and filled. Any leaks shall be repaired by the Contractor without further cost to the Owner.

The Contractor shall disinfect the tank in conformity with the procedures recommended by the latest revision of AWWA Specification C-652-11 Section 4, Chlorination Method 2 or 3. The Contractor shall furnish all labor and materials except water for disinfection. The Contractor shall insure that the water from the new pipeline to the tank is flushed free of turbidity prior to filling the tank. Water samples will be collected and tested by the Contractor. A copy of the test results shall be provided to the Engineer and Owner.

CLEAN UP

The Contractor shall clean up the entire construction site removing all debris, unused construction materials, surplus materials and scraps, equipment, waste materials, concrete transit-mixer washings and dumps and other materials as directed by the Engineer.

GUARANTEE

The Contractor shall guarantee his work for a period of one year from the date of completion of his work, to the extent that he will repair any defects, which may appear because of faulty workmanship or material furnished under the specifications. The Contractor will guarantee the paint system for a period of one year. Approximately 10 months into the warranty period, the Contractor shall request a joint inspection of the tank with the Owner. Defects noted during the inspection shall be corrected by the Contractor. The Contractor shall then warrant the corrected areas for an additional year. Another joint inspection will be requested approximately 10 months into this warranty period and any deficiencies noted shall be corrected by the Contractor. All such inspections and remedial work will be at the Contractor's expense. The Contractor shall provide any necessary temporary rigging etc. needed for this purpose.

MEASUREMENT AND PAYMENT

The work performed herein and the materials furnished shall not be paid for directly, but shall be considered fully subsidiary to the elevated tank construction.

TECHNICAL SPECIFICATION

PLANT PIPING AND VALVES

DESCRIPTION

This item covers the furnishing and installation of all underground and exposed piping, fittings, couplings, and valves that are used in this project that is not specified as a component for equipment.

MATERIALS

PLASTIC PIPE (AWWA C900 & AWWA C905)

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

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

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

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

The pipe marking shall include:

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

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

TECHNICAL SPECIFICATION

PLANT PIPING AND VALVES

GATE VALVES:

- A. Gate valves for the system shall conform to the latest edition of AWWA STANDARD FOR RESILIENT SEATED GATE VALVES FOR WATER SYSTEM, AWWA C-509.
- B. Valves shall have push-on, mechanical joint, flanged or any other combination of ends as required or specified on the Plans. Hubs and mechanical joints shall be sized for PVC or D.I. pipe, as applicable.
- C. All 2-inch and 3-inch gate valves shall be iron body, bronze-mounted, double-disc, parallel seat, non-rising stem, internal welding type. Seals shall be "o" ring type.
- D. All 4-inch and larger gate valves shall be iron body, bronze stem nut, two "o" ring seals in stuffing box, modified wedge disc with resilient replaceable internally reinforced molded disc seat ring, epoxy-coated disc and valve body inside.

Gate valves shall turn to the left to open, and shall be fitted with either hand wheel (if exposed) or operating nut (if buried). Gate valves shall be Mueller, Clow, or approved equivalent. If below grade, they shall be equipped with cast iron valve covers.

COUPLINGS: Couplings shall be Dresser Style 38, 53, 153, 127 or 128 couplings with ALCLAD fusion bonded casting or approved equivalent.

DUCTILE IRON FITTINGS: Each ductile iron compact fitting shall conform to the American Water Works Association Specifications (latest edition) C-110/153 Class 150/350. Fittings shall be mechanical joint with retainer glands or flanged as shown. Compact fittings will be allowed. All fittings shall be wrapped in polyethylene and shall be furnished complete with bolts, nuts, gaskets and glands and PVC adapters as needed. All fittings shall have concrete thrust bracing or joint restraint, as specified herein.

POLYETHYLENE: All polyethylene shall be furnished by the Contractor and shall be 8 mil thickness, black. Polyethylene shall have a minimum of 50% overlap.

PIPE SUPPORTS: All above ground piping shall be provided with concrete supports, as shown on the plans.

GALVANIZED PIPE: Shall meet current AWWA Standard Specification 7A.3 (1) and 7A.4 (2) Schedule 40 (ASA B-36-10) steel pipe and shall be heavily zinc coated by the Hot-Dip process in accordance with the latest ASTM Specifications.

COPPER PIPE: Shall conform to the requirements of Federal Specification WW-T-799, Type "K"

TECHNICAL SPECIFICATION

PLANT PIPING AND VALVES

CONCRETE THRUST BLOCKING: Concrete Thrust Blocking with plastic polyethylene wrap shall be provided at each fitting and valve installed underground, as shown in the plans. Concrete for thrust blocks shall be proportioned to develop a compressive strength of 2500 pounds per square inch in twenty-eight (28) days.

JOINT RESTRAINTS: At the contractor's sole discretion, joint restrainer glands may be used at all fitting and valves in lieu of concrete thrust blocks. If so exercised, a detailed joint and bell restraint plan showing restraint lengths along each pipe branch and related shop drawings must be submitted to the Engineer for advanced approval prior to placement. All joint restraint shall be EBAA Iron or approved equivalent.

JOINTS: All exposed pipe shall have flanged joints. All underground pipe shall have slip joint fittings.

FLANGES: Flanges on ductile iron pipe or pipe nipples shall conform to ASA Specification B 16.1, Class 125, complete with bolts, nuts, and gaskets. Gaskets shall be red rubber, full faced. Flanged joints shall be used above grade.

STEEL PIPE: Above ground API-SL steel pipe may be used with welded steel headers provided suitable dresser couplings are installed. Below ground steel pipe shall be Epoxy painted prior to installation.

PIPE COUPLINGS: Couplings for pipe nipples shall be Smith-Blair, Dresser, or approved equivalent. Couplings installed on vertical bends shall be provided with bolted connections to pipe flanges (stainless steel and all threaded tie rods) on each side of the coupling or as shown on the plans.

CHECK VALVES: Check valves shall be swing check valve with weighted, external lever arm, as manufactured by GA Industries, are approved equivalent.

PRESSURE AND LEVEL GAUGES: Pressure Gauges shall be 4" diameter glycerin filled faces with brass or stainless steel levered shut off valves and associated piping, taps, and threading.

VALVES BOXES: Each valve installed below ground surface shall be furnished with a cast iron valve box, Mueller H-10357 or equivalent, 3 piece assembly, and concrete collars.

PAINTING: All above ground piping, motors and valves shall be cleaned and primed and painted as specified in the specification "Paint and Painting".

CONSTRUCTION METHODS

BACKFILL: All underground pipe will have a minimum of 36" cover within the plant yard and 48" cover outside of the plant yard. After 6" of select material (sand or 3/8" gravel) has been placed over and around the pipe, excavated material can be placed in the

TECHNICAL SPECIFICATION

PLANT PIPING AND VALVES

trench and compacted. Special compacting in 6" lifts by mechanical means is required where piping is under concrete foundations or in roadways.

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

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

PIPE JOINTING, MECHANICAL JOINT PIPE: Plain end, stuffing box and gasket shall be thoroughly cleaned by brushing with wire brush before the joint is made up. Pipe and fitting shall be laid up true to line so that the plain end fully enters the stuffing box. Gasket shall be moved into the stuffing box and seated by hand before the gland is moved into position. Gland nuts shall be tightened on alternate sides of the joint until a uniform turning effort is required on all nuts.

Torque applied in final tightening of nuts shall be from forty (40) to sixty (60) foot-pounds for 5/8 inch bolts, and from sixty (60) to ninety (90) foot-pounds for 3/4 inch bolts. A torque wrench shall be used for all tightening operations.

PIPE AND VALVE PLACEMENT: Piping and valves will be placed according to the manufacturer's recommendations and with good workmanship. Valves are to be placed vertically. Horizontal piping will be level. Stainless steel tie rods shall be used across all dresser couplings, as shown in the plans. Provide steel adjustable braces as required.

ROCK EXCAVATION: All excavation work will be unclassified, no separate payment will be made for rock excavation, sand backfill, or trench dewatering, if encountered. Blasting of rock is prohibited.

TIE INTO EXISTING MAINS: The Contractor shall make all ties to existing mains required by the plans as soon as pipe laying reaches the designated location, after the new main has been released for service by the Owner. Ties to existing mains shall consist of wet and dry connections. "Wet connection" is a connection to a water main under pressure and is made by a pipe tapping machine without interrupting service to customers. A "dry connection" is a connection to a water main, while the main is empty. The cost of materials used in making the tie-ins, such as ductile iron pipe, AC, MOE or MOA pipe, couplings, silica sand, capping, plugs, etc., will not be paid for separately,

TECHNICAL SPECIFICATION

PLANT PIPING AND VALVES

but shall be included in the various bid items involved. Relaying of existing lines to achieve grade or alignment will not be paid for separately.

Tapping sleeves shall be lead joint type or mechanical joint type as specified. Tapping valves shall be mechanical joint type conforming to the requirements of the specification for "Gate Valves". Tapping valves and sleeves shall be furnished with glands, bolts and gaskets. Tapping sleeves made of steel shall have a coat of baked-on vinyl coating, or epoxy coated. In place of this, tapping sleeves may be manufactured of stainless steel. All bolts shall be high strength stainless steel meeting requirements of AWWA Standard C 111.

The Contractor will confer with the Owner as to the time for making interconnections or wet connections, and the Owner's representative shall be present when any interconnections are made. The Contractor will not operate existing valves except as authorized by the Owner.

In general, interconnections will not be paid for separately when new lines are being constructed in accordance with the plans.

Where necessary, the Contractor shall provide necessary "jumpers", taps and temporary blow-offs needed to test and flush new mains prior to connection to existing lines at no extra cost the Owner.

TESTING AND DISINFECTION: All pipe will be tested at 150 psi for 4 hours with no leakage. Contractor to furnish all materials and labor to test, disinfect and flush, including temporary flush valves. There will be no separate pay item for testing and disinfection.

FLUSHING AND DISINFECTION: After pipe and fittings have been laid, and prior to testing, chlorine (either liquid, gaseous or powdered) shall be applied inside the line and the line filled with water in accordance with the State (TCEQ) Specifications.

FREEZE PROTECTION: Furnish and install freeze protection on all exposed piping.

MEASUREMENT AND PAYMENT

Plant piping and valves will be measured and paid for at the lump sum unit price bid for "Plant Piping and Valves". Where no bid item is provided, this work will be considered subsidiary to the "Plant Piping and Valves" bid item. Payment shall be considered full compensation for furnishing and installing all pipe, valves, fittings, concrete thrusts bracing, restraints, etc., including excavation, bedding, painting, backfill, compaction, rock removal, disinfecting and pressure testing all mains, connection to existing mains and other items shown in the plans and required to complete the work as intended.

TECHNICAL SPECIFICATION
CONCRETE WORK

DESCRIPTION

This section shall govern the furnishing of all materials and the performing of all the work required in the construction of concrete structures, or parts of structures as shown on the plans.

MATERIALS

PORTLAND CEMENT: Portland cement shall conform to the requirements of the latest revision of ASTM Designation C 150, Type I or Type III. Only one brand or kind of cement shall be used in any one structure. All cement shall be delivered in bags plainly marked with the brand name of the manufacturer.

CONCRETE AGGREGATES: Concrete aggregates shall conform to the requirements of the latest revisions of ASTM Designation C-33 and ASTM Designation D-448.

Designated size or size number shall be determined by the Engineer. Maximum size of aggregates shall not be greater than 1-1/2 inches.

WATER: Water used in mixing concrete shall be clean and free from deleterious amounts of acids, alkalis, or organic materials.

REINFORCING STEEL: Reinforcing steel shall conform to the requirements of the latest revision of ASTM Designation A615 (Grade 60), and Item 440 "Reinforcing Steel" of the Texas Department of Transportation Specifications. Wire mesh reinforcement shall conform to the requirements of the latest revision of ASTM Designation A185. Metal reinforcement at the time the concrete is placed, shall be free from rust, scale, or other coatings that will destroy or reduce the bond. Placement of reinforcing steel shall meet TxDOT Specification Item 440.

CLASSIFICATIONS AND PROPORTIONS: The minimum cement content, maximum allowable water content, and maximum slump of the various classes of concrete except for the concrete embedding the pot holes shall conform to the following table:

CLASS	MIN COMP. STRENGTH 28 DAY (psi)	MAX. WATER CEMENT RATIO	SLUMP RANGE(In)	MIN.-MAX. SACKCEMENT PER C.Y.
A	3,000	7.0	2 - 5	5.0
B	2,500	8.0	2 - 5	4.5
C	2,000	9.0	1 - 4	4.0
D	1,500	11.0	1 - 4	3.0
F	5,000	5.75	2 - 3	5.5 - 7.0
G	6,000	5.75	2- 3	6.0 - 7.0

TECHNICAL SPECIFICATION
CONCRETE WORK

CONCRETE ADMIX AND HARDNESS

All concrete shall contain a water-reducing admixture conforming to ASTM C494, Type A (Normal Set) or Type D (Retarded Set). The admixture shall not contain any chloride ions nor entrain air. Brands and dosage of admixture shall be approved by the cement manufacturer. The following curing/hardening compounds are acceptable:

1. W. R. Grace - "One Kote"
2. Master Builders
3. Silka

Color shall be clear.

EQUIPMENT

All mixing, measuring and transporting equipment shall be of adequate size for the proposed placement and shall be in good mechanical condition. All equipment will be inspected by the Engineer, and only equipment approved by him may be used. Any equipment disapproved shall be removed from the job site within 24 hours after it is inspected.

CONSTRUCTION METHODS

FORMS: The forms shall be substantial and sufficiently tight to prevent leakage of mortar, and shall be properly braced or tied together so as to maintain position and shape.

Forms shall be removed in such a manner as to insure the complete safety of the structure. Where the pour as a whole is supported on shores, vertical forms may be removed after 24 hours, providing the concrete is sufficiently hard not to be damaged thereby. Supporting forms or shoring shall not be removed until the members have acquired sufficient strength to support safely their own weight and any superbased loads. If test cylinders are taken, time of removal shall be determined by the compressive strength developed. If no cylinders are taken, the minimum time for removal shall be fourteen (14) elapsed days.

REINFORCEMENT: Bends for stirrups and ties shall be made around a pin having a diameter not less than two (2) times the minimum thickness of the bar. Bends for other bars shall be made around a pin having a diameter not less than six (6) times the minimum thickness of the bar except for bars larger than one inch, the pin shall not be less than eight times the minimum thickness of the bar. All bars shall be bent cold.

Thickness of concrete over the reinforcement shall be as follows:

When placed against ground without the use of forms, not less than three (3) inches.

TECHNICAL SPECIFICATION
CONCRETE WORK

When placed in forms and to be exposed to weather or to be in contact with the ground, not less than two (2) inches.

Where concrete will be exposed to the ground or weather, not less than 3 inches.

In beams, girders, and columns not exposed to weather, not less than 1-1/2 inches.

Reinforcement shall be securely tied and shall be supported in place on concrete blocks or on metal chairs and spacers.

MIXING AND PLACING CONCRETE: Ready-mix concrete shall conform to the requirements of the latest revision of ASTM Designation C94.

Job-mixed concrete shall be as directed by the Engineer. The mixer shall be rotated at the speed recommended by the manufacturer and mixing shall continue for at least one minute after all materials are in the mixer. The contents of the mixer shall be discharged completely before the mixer is recharged.

Concrete shall not be placed until all reinforcement is securely fastened in its correct position, and all bucks, sleeves, hangers, pipes, conduits, bolts, wires, and other embedded items have been placed and anchored, nor until the forms have been oiled or washed out and the reinforcement thoroughly cleaned.

Concrete shall not be placed until the Engineer has inspected and approved the forms, the mixing and transporting equipment, and the provisions for making the pour. Concrete shall not be placed when the temperature of the surrounding air is 40 degrees Fahrenheit or below, unless adequate equipment is provided for heating the concrete materials and protecting the concrete.

Concrete shall be deposited as nearly as practicable in its final position, and shall not be "run" for any considerable distance from the point of deposition.

All concrete shall be thoroughly compacted during placing by tamping or vibrating, and shall be thoroughly worked around reinforcement, embedded items and into the corners of forms.

Construction joints shall be subject to the approval of the Engineer, and any additional reinforcement which he may require in connection with the making of such joints shall be furnished and placed by the Contractor at his own expense.

FINISHING: Upper surfaces not formed shall be completed by placing excess material in the forms and striking off such excess with a wooden template, forcing the coarse aggregate below the surface. Use of mortar topping will not be permitted. After striking off, surface shall be screeded and tamped until surface voids are eliminated and slab is at proper grade, after which the surface shall be thoroughly worked and floated. After floating and before finish has set, the surface shall be finished so as to have a wood float finish.

TECHNICAL SPECIFICATION CONCRETE WORK

While the concrete is still plastic, the surface shall be carefully straight-edged with ten foot metal straight-edge, and any surface irregularities or deviations from grade shall be corrected.

Vertical surfaces which will be permanently exposed shall be surface finished. After patching and pointing has been completed and the surface has been wetted, it shall be given a first rubbing with a No. 16 carborundum stone. After rubbing is complete and the ground material has been evenly spread, the material shall be allowed to take a reset. After sufficient aging, the surface shall be wetted and given a finish rubbing with a No. 30 carborundum stone, after which the surface shall be neatly striped with a brush and allowed to take a reset. The entire structure shall be left with a clean, neat, uniform finish, free from form markings and shall be uniform in color.

Where specified, the exposed concrete surface will be finished in accordance with Item 427, "Surface Finishes for Concrete" of the Texas Department of Transportation Specification Class "B" Finish, concrete gray color.

CURING

All interior slabs with subsequent finish except as noted below, shall be cured with the specified curing/hardening compound immediately after final finish.

GROUTING STRUCTURAL STEEL

After structural steel bearing plates have been located and aligned, grout plates solidly under steel to completely fill space. The Contractor shall furnish all labor and material required to perform the grouting called for on the plans and specifications. This includes the grouting of steel columns, baseplates, grillages, anchors, bearplates, machinery foundations, precast and prestressed panels. There shall be no shrinkage below placement volume under ASTM C827 and no drying shrinkage under CRD 588-76.

The grout manufacturer shall furnish the Engineer with recent independent laboratory tests showing that the grout is non-shrink from time of placement, shows no expansion after set (ASTM C827), develops 4,000 psi within 24 hours (ASTM C109), and has a placement time based on initial set of not less than 45 minutes (ASTM C191) Test results shall be supplied by the grout manufacturer showing that in projects of similar scope and size, the effective bearing area (EBA) shall be between 95 and 100 percent. No retempering of grout will be allowed.

TECHNICAL SPECIFICATION
CONCRETE WORK

TESTING

The Contractor shall cause an approved, licensed testing laboratory to take four cylinders per sample for compression strength testing of all placed concrete as follows;

- 1 at 3 days
- 1 at 7 days
- 1 at 28 days
- 1 Hold

Two (2) samples for strength tests of each mix design of concrete placed each day shall be taken not less than once a day, nor less than once for each 50 cubic yards of concrete. Each sample shall be taken at different times during the pour and from separate batches of concrete.

The laboratory shall test these cylinders and provide the Engineer and the Owner with a copy of the results. All cost of testing and retesting will be at the Contractors cost.

MEASUREMENT AND PAYMENT

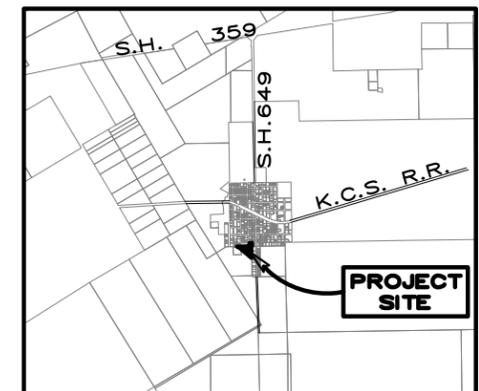
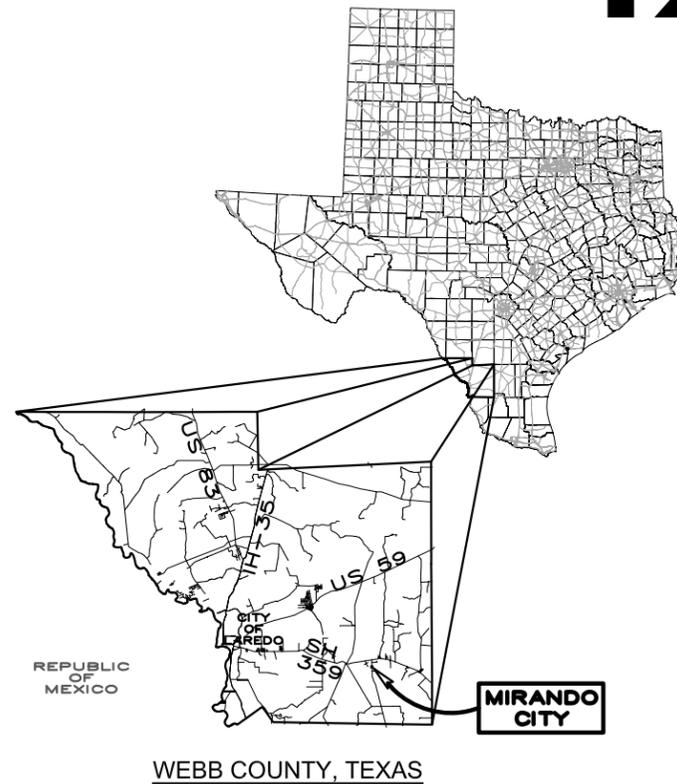
No separate measurement or payment is made for this item. Payment shall be included in the unit price bid for the particular items required by the plans and contract.

GEOTECHNICAL REPORT

The Geotechnical Report is currently being conducted and will be released prior to bidding.

CONSTRUCTION PLANS FOR **MIRANDO CITY** **ELEVATED WATER STORAGE TANK** **TxCDBG #7216115**

WATER SYSTEM IMPROVEMENTS



MIRANDO CITY, TEXAS

WEBB COUNTY, TEXAS

HONORABLE TANO E. TIJERINA, COUNTY JUDGE

WEBB COUNTY COMMISSIONERS

- JESSE GONZALES.....PRECINCT 1
- ROSAURA "WAWI" TIJERINA.....PRECINCT 2
- JOHN GALOPRECINCT 3
- JAIME CANALES PRECINCT 4



INDEX OF SHEETS

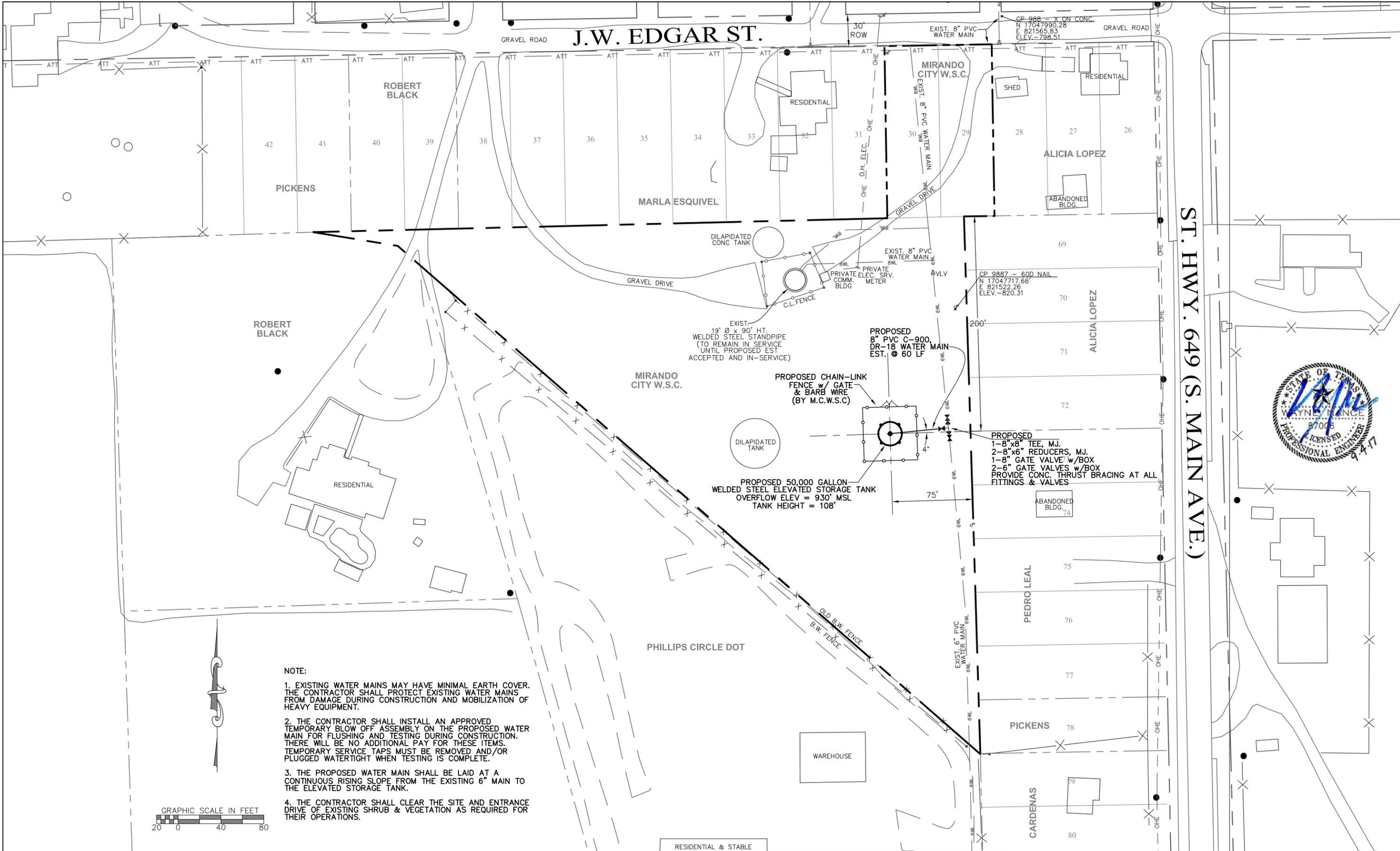
SHEET	DESCRIPTION
1	TITLE SHEET
2	TANK SITE PLAN
3	EXISTING GRADE PLAN
4	MULTI-COLUMN TANK ELEVATION & PLAN VIEW
5	MISCELLANEOUS DETAILS



**WEBB COUNTY
APPROVAL:**

LUIS PEREZ GARCIA, P.E., CFM
COUNTY ENGINEER

DATE



- NOTE:**
1. EXISTING WATER MAINS MAY HAVE MINIMAL EARTH COVER. THE CONTRACTOR SHALL PROTECT EXISTING WATER MAINS FROM DAMAGE DURING CONSTRUCTION AND MOBILIZATION OF HEAVY EQUIPMENT.
 2. THE CONTRACTOR SHALL INSTALL AN APPROVED TEMPORARY BLOW OFF ASSEMBLY ON THE PROPOSED WATER MAIN FOR FLUSHING AND TESTING DURING CONSTRUCTION. THERE WILL BE NO ADDITIONAL PAY FOR THESE ITEMS. TEMPORARY SERVICE TAPS MUST BE REMOVED AND/OR PLUGGED WATERTIGHT WHEN TESTING IS COMPLETE.
 3. THE PROPOSED WATER MAIN SHALL BE LAID AT A CONTINUOUS RISING SLOPE FROM THE EXISTING 6" MAIN TO THE ELEVATED STORAGE TANK.
 4. THE CONTRACTOR SHALL CLEAR THE SITE AND ENTRANCE DRIVE OF EXISTING SHRUB & VEGETATION AS REQUIRED FOR THEIR OPERATIONS.



DATE :	07/21/17
REVISIONS :	

VERTICAL SCALE : 1"=

HORIZONTAL SCALE: 1"=

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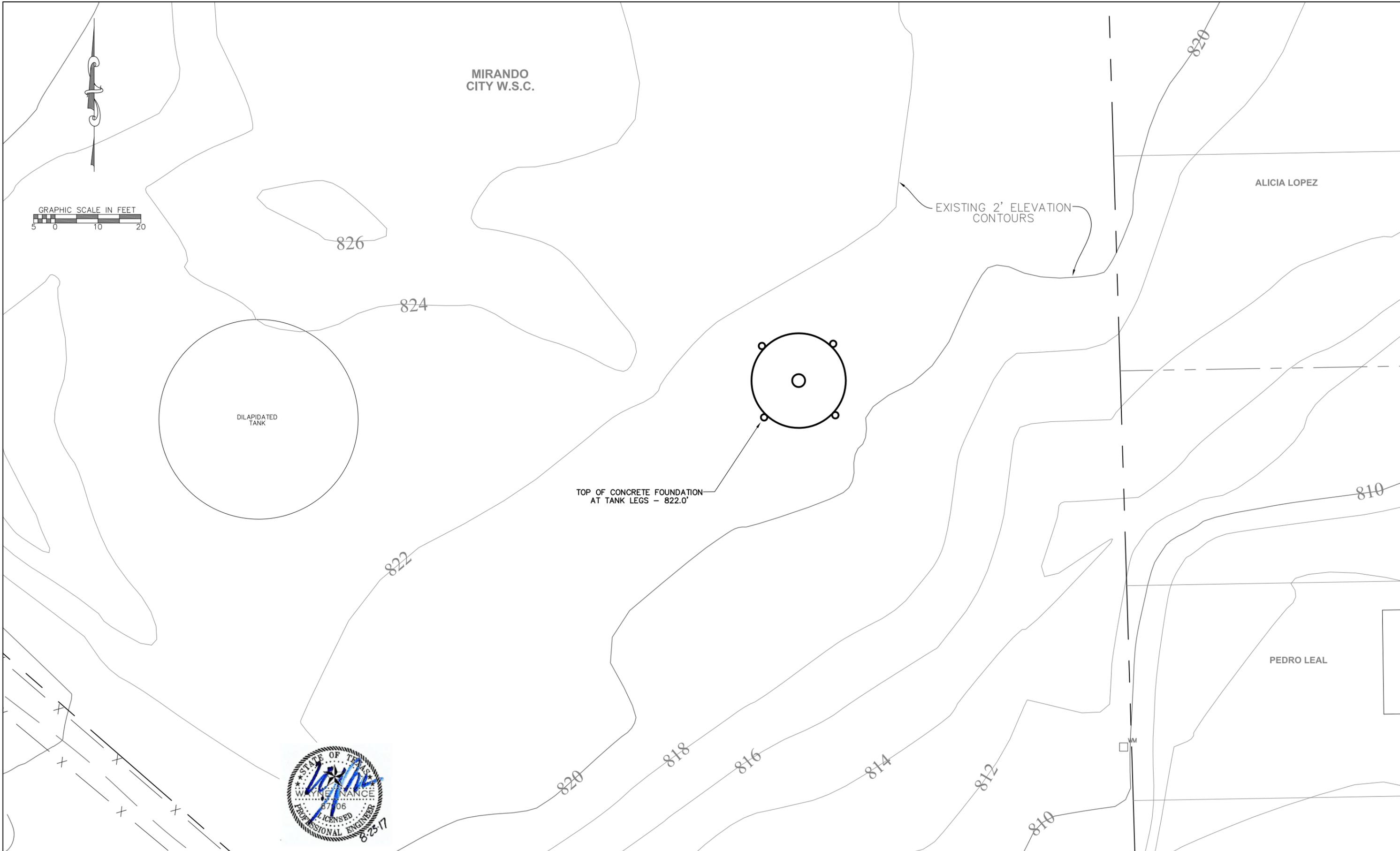
PORRAS NANCE ENGINEERING

304 E. CALTON
LAREDO, TEXAS 78041
TBPE F-6205
TBPLS F-10188800
OFFICE (956) 724-3097
www.porrasnance.com

**MIRANDO CITY
ELEVATED WATER STORAGE TANK
TxCDBG # 7216115**

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WAYNE NANCE, P.E. #87006, ON 08-23-18, ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION UNDER THE TEXAS ENGINEERING PRACTICES ACT.

PLAN OF: **TANK SITE PLAN**



DATE :	07/21/17
REVISIONS :	

VERTICAL SCALE : 1"=

HORIZONTAL SCALE: 1"=

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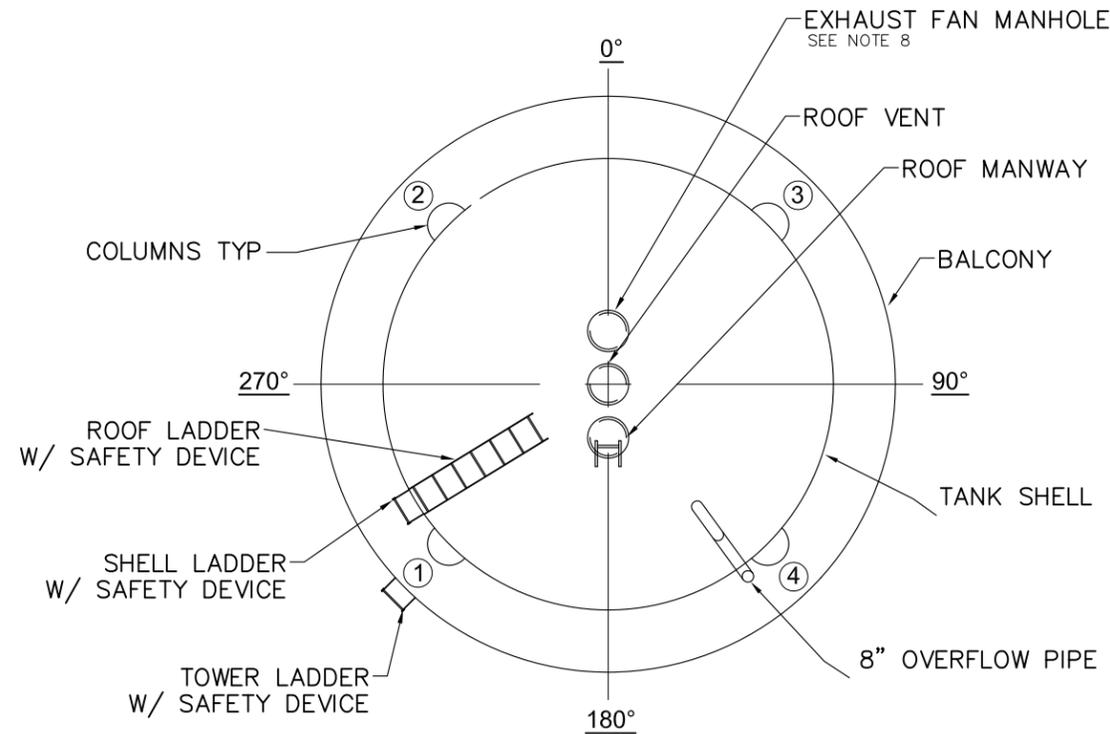
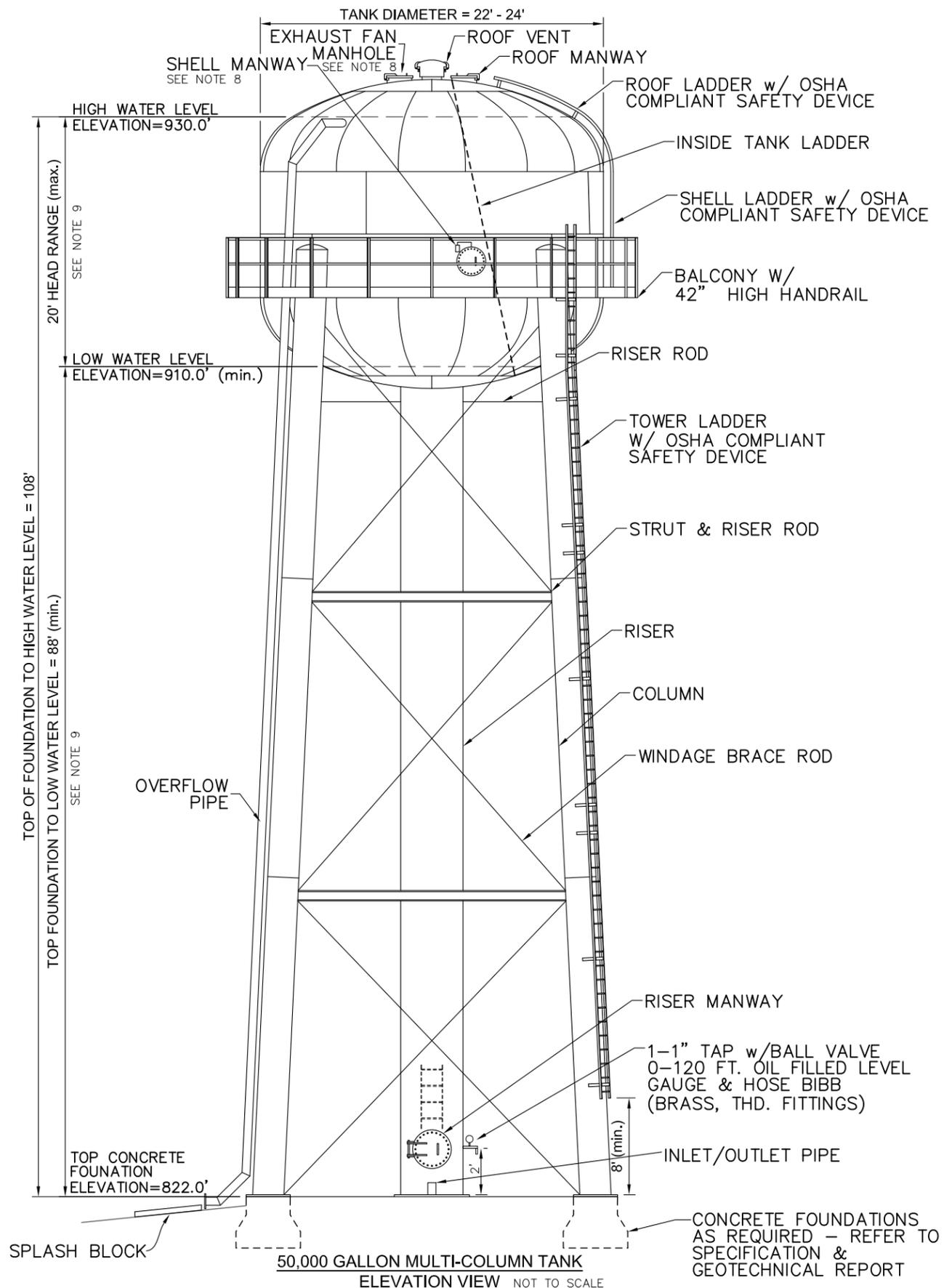
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**MIRANDO CITY
ELEVATED WATER STORAGE TANK
TxCDBG # 7216115**

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PLAN OF: **EXISTING GRADE PLAN**



50,000 GALLON MULTI-COLUMN TANK
PLAN & ORIENTATION VIEW
 NOT TO SCALE

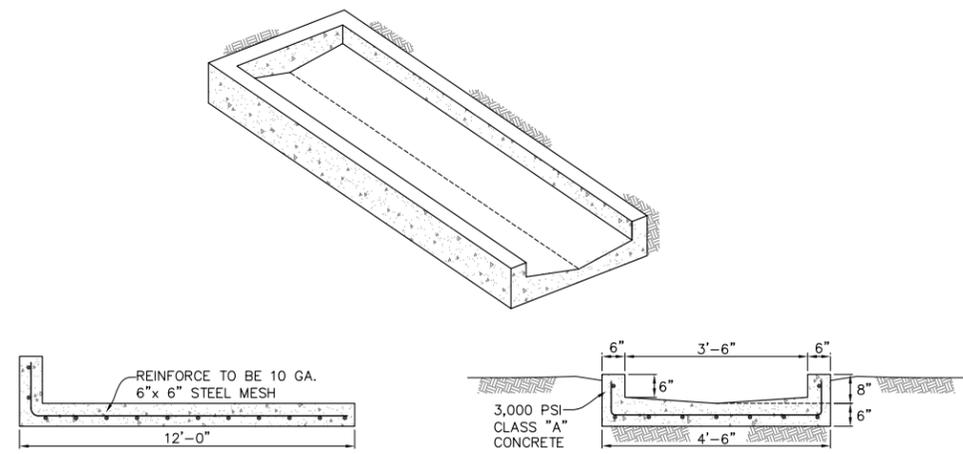
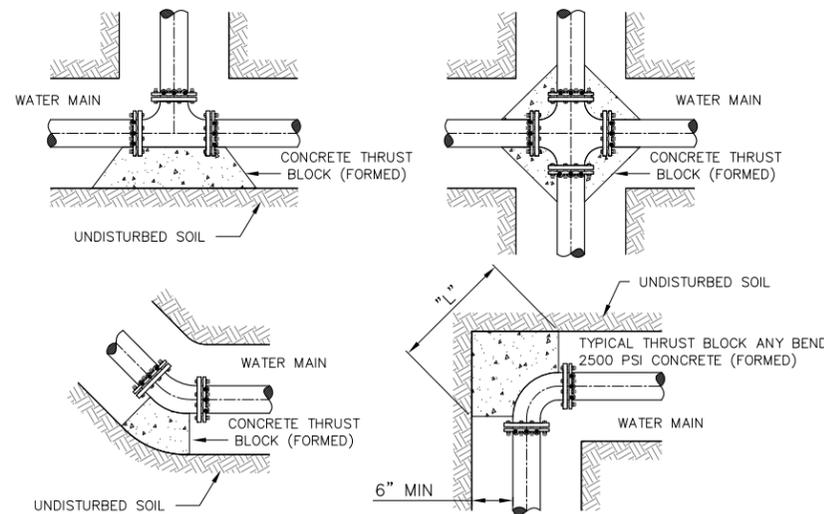


Elevated Tank General Notes

1. THE WELDED STEEL TANK, TANK FOUNDATION AND RELATED APPURTENANCES SHALL CONFORM TO THE LATEST EDITION OF THE AWWA STANDARD FOR TANK FOR WATER STORAGE, AWWA D-100, AS PUBLISHED BY THE AMERICAN WATER WORKS ASSOCIATION.
2. ALL STEEL TANK PLATES IN CONTACT WITH WATER SHALL HAVE A MINIMUM THICKNESS OF 1/4" AND THE MINIMUM THICKNESS OF PARTS NOT IN CONTACT WITH WATER SHALL BE 3/16".
3. CONCRETE CONSTRUCTION SHALL CONFORM TO ACI 318. CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4000 psi WITH ASTM A 615, GRADE 60 DEFORMED BARS OR PLAIN WELDED WIRE FABRIC MESH REINFORCEMENT. MATERIAL TESTING SHALL COMPLY WITH ACI 301, OR AS SPECIFIED HEREIN.
4. LADDER SAFETY DEVICE SHALL BE AN OSHA APPROVED CABLE FALL PREVENTION SYSTEM COMPLETE WITH TWO (2) HARNESSES AND TWO (2) SLEEVES. THE LADDER SAFETY DEVICE SHALL BE A GALVANIZED CABLE TYPE SYSTEM.
5. ALL WELDERS SHALL BE QUALIFIED BY ASME SECTION IX REQUIREMENTS FOR ALL POSITIONS.
6. ALL TANK PAINTING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF AWWA D-102, THE STEEL STRUCTURES PAINTING COUNCIL SPECIFICATION SSPC-PA1, APPROVED PAINT MANUFACTURER SPECIFICATIONS, AND AS SPECIFIED HEREIN.
7. THE TANK SHALL BE DISINFECTED PER THE REQUIREMENTS OF THE LATEST EDITION OF AWWA C-652, DISINFECTION OF WATER STORAGE FACILITIES, CHLORINATION METHOD No. 2 OR 3.
8. THE CONTRACTOR HAS THE OPTION TO PROVIDE EITHER A SIDE SHELL MANHOLE OR A ROOF MOUNTED EXHAUST FAN MANHOLE (BOTH ARE SHOWN ON THIS SHEET FOR ILLUSTRATIVE PURPOSES).
9. FOR THE 60,000 GALLON ELEVATED STORAGE TANK ALTERNATE BID OPTION THE MAXIMUM HEAD RANGE MAY BE ADJUSTED TO 24 FEET.

Tank Foundation Notes

- A. DESIGN LOADS SHALL BE IN ACCORDANCE WITH ANSI/AWWA D100-11
 ROOF LIVE LOAD: 15 PSF SNOW LOAD: 15 PSF WIND LOAD: 100 MPH
 WATER LOAD: 62.4 PCF SEISMIC ZONE: N/A
- B. CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE, ACI 318 AND ACI 301.
- C. ALL CONCRETE SHALL BE NORMAL WEIGHT AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4000 psi AT 28 DAYS.
- D. DETAILING, FABRICATION AND ERECTION OF REINFORCING BARS SHALL COMPLY WITH ACI MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES, ACI 315.
- E. DEFORMED STEEL REINFORCING BARS SHALL CONFORM TO ASTM A 615 WITH SUPPLEMENTARY REQUIREMENTS S1, GRADE 60.
- F. MINIMUM REINFORCING STEEL COVERAGE SHALL BE A FOLLOWS:
 GRADE BEAMS - 1 1/2" TOP & SIDES, 3" BOTTOM; CONCRETE CAST PERMANENTLY AGAINST EARTH - 3"
- G. THERE SHALL BE NO HORIZONTAL JOINTS IN CONCRETE POURS.
- H. THE CONTRACTOR SHALL DESIGN THE STORAGE TANK FOUNDATION IN ACCORDANCE WITH ANSI/AWWA D100-11. ALL TANK FOUNDATION DESIGNS, INCLUDING GRADE BEAMS AND PIERS SHALL BE CERTIFIED AND SEALED BY A LICENSED PROFESSIONAL STRUCTURAL ENGINEER.
- I. THE FOUNDATION SIZE, TYPE AND REINFORCING REQUIREMENTS SHALL BE GOVERNED BY AND DESIGNED FOR SPECIFIC SITE SOIL CONDITIONS AND TYPE OF TANK. A GEOTECHNICAL REPORT IS INCLUDED WITHIN THE SPECIFICATIONS.
- J. THE CONTRACTOR SHALL FURNISH FOUNDATION PLANS AND DESIGN BASED ON THE TYPE OF FOUNDATION DEPTH AND DESIGN SOIL BEARING PRESSURE SPECIFIED IN THE PLANS AND GEOTECHNICAL REPORT.



TANK SHALL BE PAINTED TNEPEC EGGSHELL WHITE OR APPROVED EQUIVALENT. LOGO & LETTERS SHALL BE BLACK, FACING NORTH, LETTER HEIGHT - 4' (min)



PAINT & LETTERING DETAILS
NOT TO SCALE

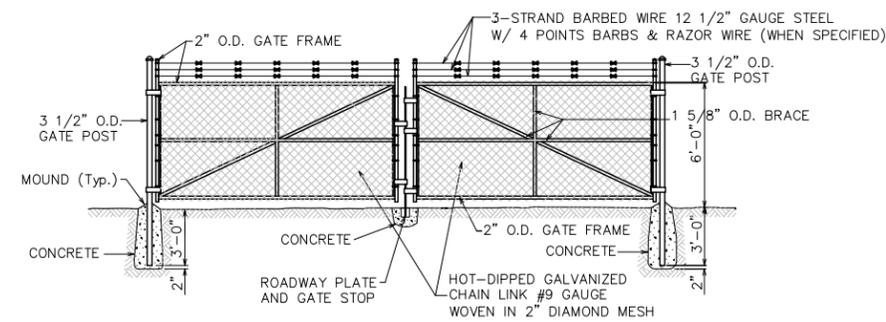
RENDERINGS OF PAINT COLOR, LOGOS & LETTERING DETAILS MUST BE SUBMITTED TO THE OWNER FOR ADVANCED APPROVAL. OWNER SHALL PROVIDE DIGITAL LOGO FILE.

BASED ON 2000 LBS/SQFT. MIN. SOIL BEARING CAPACITY

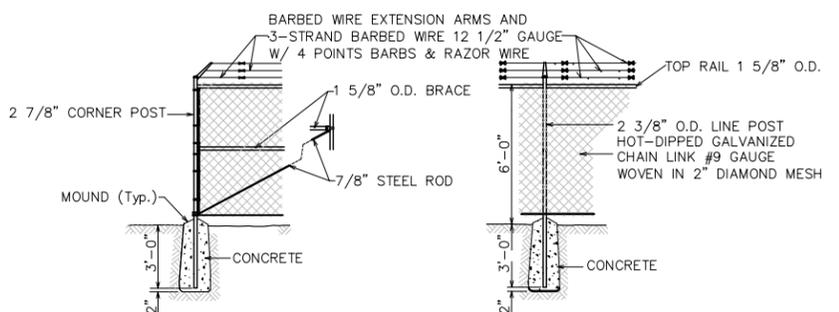
THRUST BLOCK DIMENSIONS 150 PSI TEST PRESSURE						
PIPE SIZE	L = LENGTH REQUIRED IN INCHES (SEE DETAIL)		T = VERTICAL SOIL BEARING THICKNESS IN INCHES			
	"TEE"	CAP	BEND			
6"	25/12	25/12	90°	45°	22 1/2°	11 1/4°
8"	45/12	45/12	64/12	35/12	18/12	9/12
12"	51/24	51/24	72/24	52/18	40/12	20/12

CONCRETE HORIZONTAL THRUST BLOCK DETAILS
N.T.S.

NO SEPARATE PAY ITEM-ALL COSTS ARE FULLY SUBSIDIARY TO PLANT PIPING & VALVES UNIT BID PRICE.

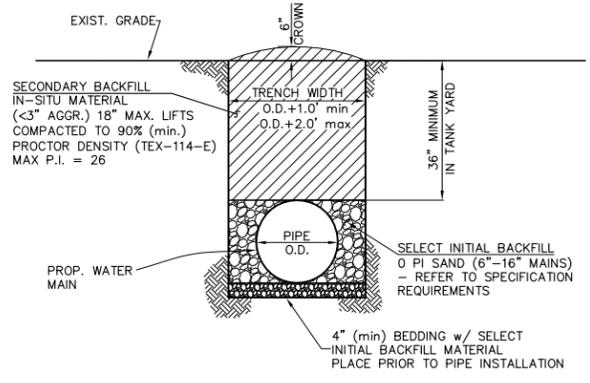


STANDARD CHAIN LINK GATE
N.T.S.

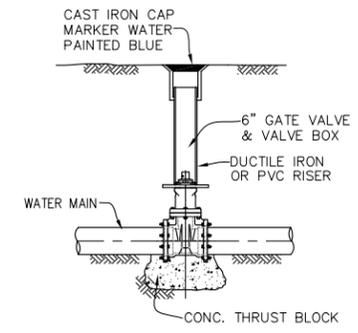


STANDARD CHAIN LINK FENCE
N.T.S.

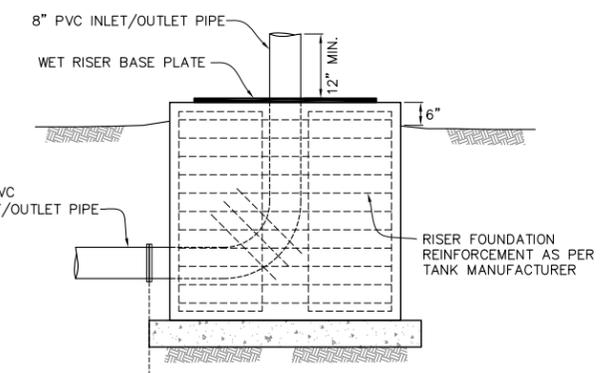
NOT PART OF TANK CONTRACT. FENCE TO BE CONSTRUCTED BY M.C.W.S.C. AT TANK COMPLETION



TYPICAL PIPE TRENCH
NO SCALE



TYPICAL VALVE & VALVE BOX INSTALLATION
N.T.S.



PIPE BASE SUPPORT DETAIL
N.T.S.



COUNTY OF WEBB

General Terms and Conditions for Request for Proposals/bids

1. GENERAL CONDITIONS:

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

- (A) Proposers/bidders shall thoroughly examine the scope of work and layouts, instructions and all other contract documents.
- (B) Proposers/bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of materials and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure to fulfill in every detail the requirements of the contract documents of the County or the compensation of the vendor.
- (C) Proposers/bidders are advised that all County contracts are subject to all legal requirements provided by Local, State, and Federal statutes & regulations.

2. PREPARATION OF BIDS/PROPOSALS:

Proposals/bids will be prepared in accordance with the following:

- (A) Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern. If applicable.
- (B) Alternate bids/proposals will not be considered unless specifically requested within the proposal package.
- (C) Proposed Period of Performance (POP) must be shown and shall include Sundays and holidays or as specified in RFQ document.
- (D) Bidders/Proposers will not include Federal taxes or State of Texas limited sales excise and use taxes in bid/proposal prices since the County of Webb is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.

3. DESCRIPTION OF SUPPLIES:

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

4. SUBMISSION OF BIDS/PROPOSALS:

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

5. REJECTION OF BIDS/PROPOSALS:

- (A) The Purchasing Agent may reject a bid/proposal if it is deemed to be non responsive and/or provided by not responsible bidder/proposer.
- (B) No bid/ proposal submitted herein shall be considered if the proposer owes any delinquent taxes to the County of Webb at the time proposals are opened. In the event that the successful proposer herein subsequently becomes delinquent in the payment of his or its County taxes, such fact shall constitute grounds for cancellation of the contract.
- (C) No bid/proposal submitted herein shall be considered unless the bidder/proposer warrants that upon execution of a contract with the County of Webb, the bidder/ proposer will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, sex, creed, disability, or national origin and will submit such report as the County may thereafter require to assure compliance.
- (D) The County may, however, reject all proposals/bids whenever it is deemed in the best interest of the County to do so, and may reject any part of a proposal or bid. County may also waive any minor informalities or irregularities in any proposal or bid.

6. WITHDRAWAL OF BIDS/PROPOSALS:

Bids/Proposals may not be withdrawn after the closing time and date.

7. LATE BIDS/PROPOSALS OR MODIFICATIONS:

Bids/Proposals and modifications received after the time set for the proposal submission will not be considered.

8. CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS:

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications, or other bid/proposal documents or any part thereof, the bidder/proposer may submit to the Purchasing Agent on or before five days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of Webb County proposal package specification instructions, if made, will be made only by Addendum duly issued. A copy of such Addendum will be posted on the web-site and email to the vendors list that have received email copy of package. The County will not be responsible for any other explanation or interpretation made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this proposal must be filed in writing with the Purchasing Agent on or before five days prior to the scheduled opening.

Where there is a question that will not lead to an addendum, the questions will be made in writing to the Purchasing Department. The answer will be in writing posted on the website for everyone to receive the same response.

9. DELINQUENT TAXES:

All vendors seeking to do business with Webb County must owe no delinquent taxes to the County. Attestation of owing no delinquent taxes will be required. If a vendor owes taxes to Webb County, those taxes should be paid before submitting a proposal.

10. AWARD OF CONTRACT:

(A) The contract will be awarded to the best qualified according to the bid/proposal criteria and a written award letter will be issue.

(1) Award of a bid/proposal requires formal approval by the Commissioners Court.

(2) Bid/Proposal contract must also be approved by the Commissioners Court.

(3) The written notice to proceed will be for construction contracts provided after all contract documents are signed.

(B) Prices must be quoted F.O.B. Webb County with all transportation charges prepaid, unless otherwise specified in the Invitation for Bids/Proposals.

(B) Period of Performance will commence with written Notice to Proceed.

11. BID BOND

A bid bond in the amount of 5% of the Bid/Proposal issued by an acceptable surety company shall be submitted with each bid. A certified check or Bank Draft payable to the Webb County may be submitted in lieu of the Bid Bond. All such bonds, cashier checks shall be drawn payable to Webb County, if required by RFQ/Bid document.

12. PERFORMANCE AND PAYMENT BOND

A Performance Bond is require for construction work if the contract is in excess of \$100,000; and a Payment Bond is require if the construction contract is in excess of \$25,000. The requirement is for all prime contractors which enter into a formal contract with the State, any department, board, agency, municipality, county, school district or any division or subdivision. The failure of the successful bidder/proposer to execute the agreement and supply the required bonds within ten (10) days after the award or within such extended period as Webb County may grant, shall constitute a default and Webb County may, at its option either award the contract to next lowest responsible bidder, or re-advertise for bids/proposals. In either case, Webb County may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against Webb County for a refund. If applicable.

13. WORKERS' COMPENSATION INSURANCE COVERAGE:

The Workers' Compensation Commission has adopted Rule 110.110 effective with all bids advertised after September 1, 1994. The TWCC has stated that it is aware that a statutory requirement for workers' compensation insurance coverage is not being met. Therefore, Rule110.110 requires that all bidders be covered under workers' compensation insurance to achieve compliance from both contractor(s) and governmental entities. **Attachment A** is provided in accordance with the requirements on governmental entities. Please read carefully and prepare your bid in full compliance to TWCC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive. If applicable and unless stated differently under RFQ package.

14. REFERENCES:

Webb County requires proposer to supply with this proposal, a list of at least five (5) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

15. STATEMENTS:

No oral statement of any person shall modify or otherwise change, or affect the terms conditions, plans and/or specifications stated in the bid/proposal packages.

16. ETHICS:

The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, of the Webb County Purchasing Department.

17. PROPRIETARY INFORMATION:

All materials submitted to the County become public property and are subject to the Texas Open Records Act upon receipt. If a proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary a time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Webb County

Conflict of Interest Disclosure

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filled with the records administrator of Webb County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire may be viewed and printed by following the link before:

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

The Webb County Officials who come within Chapter 176 of the Local Government Code relating to filing of Conflict of Interest Questionnaire (Form CIQ) include:

1. Webb County Judge Tano Tijerina
2. Commissioner Frank Sciaraffa
3. Commissioner Rosaura "Wawi" Tijerina
4. Commissioner John Galo
5. Commissioner Jaime Canales
6. Judge Joe Lopez, 49th Judicial District Court
7. Judge Becky Palomo, 341st Judicial District Court
8. Judge Oscar Hale 406th Judicial District Court

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION FOR COVERED CONTRACTS

PART A.

Federal Executive Orders 12549 and 12689 require the Texas Department of Agriculture (TDA) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the TDA may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the TDA, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract?

Yes

No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the TDA may pursue available remedies, including suspension and/or debarment.

PART B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

- The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.
- The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor	Vendor ID No. or Social Security No.	Program No.

Signature of Authorized Representative

Date

Printed/Typed Name and Title of
Authorized Representative

CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

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

1. No federally 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 any 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally 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 these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact the Texas Department of Agriculture to obtain a copy of Standard Form-LLL.)

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

Do you have or do you anticipate having covered subawards under this transaction?

Yes

No

Name of Contractor/Potential Contractor	Vendor ID No. or Social Security No.	Program No.

Name of Authorized Representative	Title

Signature – Authorized Representative

Date

PROOF OF NO DELINQUENT TAXES OWED TO WEBB COUNTY

Name _____ owes no delinquent property taxes to Webb County.

_____ owes no property taxes as a business in Webb County.
(Business Name)

_____ owes no property taxes as a resident of Webb County.
(Business Owner)

Person who can attest to the above information

*** SIGNED NOTORIZED DOCUMENT AND PROOF OF NO DELINQUENT TAXES TO WEBB COUNTY.**

The State of Texas
County of Webb

Before me, a Notary Public, on this day personally appeared _____, know to me (or proved to me on the oath of _____ to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____ 2016.

Notary Public, State of Texas

(Print name of Notary Public here)

My commission expires the ____ day of _____ 20__.